

GERT SIBANDE DISTRICT MUNICIPALITY ON BEHALF OF LEKWA LOCAL MUNICIPALITY



APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

CONTRACT NUMBER: GSDM 49/2022

BID SPECIFICATION DOCUMENT

CLOSING DATE: 28 NOVEMBER 2022

Issued by:
Gert Sibande District Municipality
PO Box 1748
ERMELO
2350

NAME OF TENDERER:

TOTAL BID PRICE (EXCL. VAT):

TOTAL BID PRICE (INCL. VAT)

PREFERENCE / BBBEE GRADING:

**CENTRAL SUPPLIER DATABASE
(MAAA) NO:**

TAX COMPLIANT STATUS PIN

GSDM discourages fraud and corruption.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TENDER

This part of the Bid Specification Document consists of the following three sections:

Part T1: Tendering procedures

This section details the:

- T1.1 Tender notice and invitation to tender; and
- T1.2 Tender data pertaining to the rules of the tender and the evaluation method

Part T2: Returnable documents

This section details the:

- T2.1 List of returnable documents for evaluation and contract purposes; and
- T2.2 Returnable document requirements listed in Forms A to W

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender



INVITATION TO TENDER AND TENDER NOTICE

Tenders are hereby invited from experienced service providers for the **APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8: GSDM 49 /2022. TENDERERS SHOULD HAVE A MINIMUM CIBD CONTRACTOR GRADING 5 CEPE OR**

HIGHER.

GERT SIBANDE DISTRICT MUNICIPALITY

Tender documents will be obtainable from Supply Chain Management Unit (SCM) as from **08 November 2022** from the Gert Sibande District Municipality Office in Ermelo against payment of a non-refundable levy of R250.00 it compulsory to sold. Only bank guaranteed cheques or cash will be accepted. Cheques shall be made payable to Gert Sibande District Municipality. Documents can be obtained during normal working hours which are 07h30 - 16h30 Mondays to Thursdays and 07h30 to 13h30 on Fridays. This bid document is also available on the e-Tender Website at <http://www.etenders.gov.za/content/advertised-tenders>, CIDB Website and on GSDM Website as from **28 October 2022**.

Duly completed tenders enclosed in a sealed envelope marked "**TENDER NO GSDM 49/2022: APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8 CLOSING DATE: 28 November 2022 at 12h00**" with the name of the Tenderer, shall be deposited in the tender box provided at the Gert Sibande District Municipality in Ermelo before **12h00 on the closing date 28 November 2022**. The tenders will be opened in public.

There will be a **compulsory briefing session on the 08 November 2022 at Standerton Extension 8 (26°59'7.90"S 29°12'45.83"E) (Next to khunjuliwe Secondary School) at 10:00**, and tenderers are advised to read and understand the tender conditions.

Technical queries may be directed to **Mr. Tebogo Mpuru on 017 801 7095/ 082 704 0239** or email: tebogomp@gsibande.gov.za, Tender documents enquiries may be directed to **Mr. L. Mbuyane on 017 801 7155** or email Records@gsibande.gov.za.

All tenders will be subjected to the 80/20 point system and functionality criteria. The 80/20 point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Preferential Procurement Policy of Gert Sibande District Municipality where 80 points will be allocated in respect of price and 20 points in respect of BBBEE.

The **closing date and time** for the tender is **28 November 2022**.

The District Municipality is not obliged to appoint the bidder with the lowest price but will consider the bidder scoring the highest number of points in line with the set criteria. The Gert Sibande District Municipality reserves the right not to make any appointment for this tender.

Ms. ME RADEBE
ACTING MUNICIPAL MANAGER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

[MBD1] PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GERT SIBANDE DISTRICT MUNICIPALITY)					
BID NUMBER:	GSDM 49/2022	CLOSING DATE:	28 November 2022	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
 SITUATED AT (STREET ADDRESS)

Corner of Joubert and Oosthuise Street

Ermelo, 2350

Tender Box Situated at Main Entrance- Reception of Gert Sibande District Municipality

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance- SCM Unit	CONTACT PERSON	Tebogo Mpuru
CONTACT PERSON	Mr. L Mbuyane	TELEPHONE NUMBER	017 801 7095 / 082 7040 239
TELEPHONE NUMBER	017 801 7155	FACSIMILE NUMBER	NA
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tebogomp@gsibande.gov.za
E-MAIL ADDRESS	records@gsibande.gov.za	TELEPHONE NUMBER	017 801 7095

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2 Tender data

GENERAL CONDITIONS OF THE BID PROPOSAL

1. DEFINITIONS

In these Conditions of Bid, words and expressions shall have the meanings assigned to them in the various parts of the Bid Documents and in addition, the following words and expressions shall have the meanings assigned to them hereunder:

Words and Expressions	Meaning
"Addendum" and "Addendum to Bid"	any document so entitled and pertaining to the Bid, as may be issued by the Council to prospective Bidders at any time prior to the Closing of Bids
"Authorised"	by or with the prior written instruction, consent or approval of the Council and "unauthorised" means the converse.
"Closing of Bids"	the time and date before which Bids must be received by the Council and after which no further Bids will be accepted by the Council.
"Conforming Bid"	a bid which is strictly in accordance with the Bid Documents in all respects, without variation, addition, omission or qualification whatever.
"Bidder"	any person, firm, or juristic party which submits a Bid to the Council in response to the Invitation issued or published by the Council inviting the submission of Bids.
"Bid Period"	the period between the issue by the Council, of an invitation to submit Bids for the project or the issue of the Bid Documents, whichever is the earlier, and the Closing of Bids.
brand names, trademarks, names, patent or producer,	Any reference in circumstances to brand names, trademarks, names, patent or producer, implies to be followed by the word " or similar" or " or equivalent".

2. INTERPRETATION

2.1 APPLICATION

These Conditions of Bid govern the submission and adjudication of proposals and the acceptance by the Council of any proposal. They shall not form part of nor be interpreted or construed as forming part of any subsequent Contract as may result from the acceptance by the Council of any Bid received, nor shall these Conditions of Bid have any force or significance in any such subsequent Contract.

2.2 LANGUAGE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

These Conditions of Bid shall be interpreted in the English language.

2.3 GOVERNING LAW

All Bids, as well as the adjudication thereof and the acceptance of any bid shall be subject to the law of the Republic of South Africa.

2.4 SINGULAR, PLURAL AND GENDER

In these Conditions of Bid, words importing the singular include the plural and words imparting the masculine include the feminine and neuter and vice versa where the context requires.

2.5 HEADINGS AND SUB-TITLES

The clause headings and sub-titles in these Conditions of Bid shall not be deemed to be part thereof nor be taken into consideration in the interpretation or construction thereof or of the Conditions of Bid.

2.6 SCHEDULE AND FORMS TO BE COMPLETED BY THE BIDDER

2.2.6.1 Bidders must complete the proposal Documents where entries by the Bidder are required, in indelible black ink, and notice must be taken that tip-ex or any other corrective measures may not be used in the document.

2.2.6.2 All alterations must be initialled by the authorised submitter.

3. AMENDMENTS TO THE BID DOCUMENTS

3.1 AMENDMENTS BY THE BIDDER

3.1.1 Bidders shall not make any unauthorised amendment or addition to any part of the text or content of the proposal Documents. If any such unauthorised amendments, alterations or additions are made by the Bidder, these will be deemed to be of no force or significance in the Bid and will be ignored in the evaluation and adjudication of the Bid.

3.1.2 Any point of difficulty in the interpretation of the Bid Documents must be clarified with the Council as early as possible during the Bid Period. If a query by any Bidder is found to be of significance, the Council will inform all Bidders accordingly as soon as possible.

3.2 AMENDMENTS BY THE EMPLOYER

3.2.1 The Council shall be entitled, at any time prior to the Closing of Bids, to make any variation, amendment or addition to, or omission from the Bid Documents, including to the time and date set for the Closing of Bids, by the issuing of an Addendum (or Addenda).

3.2.2 Any Addendum so issued shall be deemed to form part of the Bid Documents and shall be communicated in writing to all parties who have acquired the Bid Documents from the Council.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Prospective Bidders shall comply in all respects with the content of any such Addendum and failure to do so will render any Bid subsequently submitted, as invalid.

3.2.3 No variation by the Council of the Bid Documents will be of any force or effect unless set out in an Addendum as described above, despite the fact that a variation of or amendment to the Bid Documents may have been implied in or may reasonably be inferred from any other document issued or statement made by the Council.

3.3 SIGNING OF BID

The Bid must be signed in the presence of the subscribing witnesses, by the person named in the form entitled "Authority of Signatory" in the section "Forms to be Completed by the Bidder" of the Bid Documents, as duly authorised by the Bidder to do so.

3.4 CONFIDENTIAL NATURE OF DOCUMENTS

The content of the Bid Documents is private and confidential and copyright in every aspect thereof remains vested in the Council. Recipients of the Bid Documents shall not be entitled to utilise the Bid Documents or any part of the content thereof for any purpose whatsoever, other than for the preparation and submission of their Bid and shall, whether a Bid is submitted or otherwise, treat the details of the documents as private and confidential.

3.5 COSTS INCURRED BY BIDDERS

The Council will neither be responsible for nor pay for any costs whatever, incurred by any Bidder or any recipient of the Bid Documents in preparing a Bid, nor in providing any such further information pertaining to the Bid as may be required by the Council or in terms of these Conditions of Bid.

3.6 ACCEPTANCE OF BID

The Council is not bound to accept any Bid or the lowest bid sum offered, and reserves the right to award in part or in whole.

3.7 PERIOD OF VALIDITY OF BIDS

3.7.1 Proposals shall remain valid and open for acceptance by the Council for a period of three (3) months after Closing of Bids.

3.7.2 Prices must be firm during this period and not linked to any exchange rate whatsoever.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.8 REPUDIATION OF BID OR INVALIDATION OF CONTRACT

3.8.1 If the Council is satisfied that the Bidder or any person, whether an employee, partner, director, member or shareholder of the Bidder, or a person acting on behalf of or with the knowledge of the Bidder:

3.8.1.1 Has offered, promised or given a bribe or other gift or remuneration or reward to any person in connection with obtaining a contract; or has acted in a fraudulent or corrupt manner in obtaining a contract; or

3.8.1.2 Has approached an officer or employee of the Council in order to influence the award of a contract in the Bidder's favour; or

3.8.1.3 Has entered into an agreement or has made an arrangement, whether legally binding or not, with another person, firm or company to:

3.8.1.3.2 Refrain from bidding for this Contract; or

3.8.1.3.2 as to the amount of the Bid to be submitted by either party;

3.8.1.3.3 Except only where such other person or firm is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council; or

3.8.1.4 Has disclosed to another person, firm or company other than the Council, the exact or approximate amount of its proposed Bid, except only when:

3.8.1.4.1 the disclosure, in confidence, had been necessary in order to obtain insurance premium quotations required for the preparation of the Bid; or

3.8.1.4.2 such other person, firm or company is named in the Bid as a prospective member of an intended Joint Venture to be formed if the Bid is accepted by the Council;

3.8.2 The Council may, in addition to other legal remedies, repudiate the Bid or declare the Contract invalid if the Contract has been awarded.

3.9 BIDDER'S ADDRESS FOR THE DELIVERY OF NOTICES

Each Bidder shall, indicate a place in the Republic of South Africa and specify it in the "Bidders Particulars" form, where legal process and all notices pertaining to the Bid may be delivered to him. Such address shall not be a postal box, private bag or electronic address, but shall be the address of a physical location within South Africa (e.g. street address, property/stand number or farm name etc.).

3.10 ADDITIONAL INFORMATION REQUIRED

3.10.1 The Council may request any Bidder to clarify any aspect of its Bid and also reserves the right to instruct a public accountant to report on the financial status of the Bidder, and the Bidder must render all reasonable assistance in such an investigation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.10.2 The additional information so obtained, as well as all written information submitted by the Bidder with and in support of its Bid, will be considered to form the basis on which the Bid has been prepared and submitted.

3.11 TAXES AND LEVIES

The bidder must submit with this bid an original and valid Tax Pin from the South African Revenue Services (SARS).

3.12 CLEARANCE FROM MUNICIPALITIES

The contractor must provide clearance from the municipality where they are based indicating that they are not in arrears with regard to their respective municipal services accounts.

3.13 NO ACCEPTANCE OF BIDS FROM PERSONS IN THE SERVICE OF THE STATE

3.13.1 No bids will be considered from persons in the service of the state

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

3.13.1.1.1 a member of any municipal council;

3.13.1.1.2 a member of any provincial legislature; or

3.13.1.1.3 a member of the national Assembly or the national Council of provinces;

3.13.1.1.4 a member of the board of directors of any municipal entity;

3.13.1.1.5 an official of any municipality or municipal entity;

3.13.1.1.6 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);

3.13.1.1.7 a member of the accounting authority of any national or provincial public entity; or

3.13.1.1.8 an employee of Parliament or a provincial legislature.

4. SPECIAL CONDITIONS OF THE BID PROPOSAL

4.1 The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.

4.2 No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

4.3 Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

4.4 Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

4.5 Council reserves the right to accept any cost proposal in a bid submitted or part thereof and will not be obliged to accept the lowest bid price submitted in a bid OR any cost proposal submitted.

4.6 Council reserves the right to alter quantities based on the supplied rates.

4.7 All Bids will be adjudicated in terms of the Gert Sibande District Municipality's Procurement Policy and in compliance with the criteria as set out in the Preferential Procurement Framework Act, Act No. 5 of 2000.

4.8 The successful bidder(s) must accept to make good or reimburse the Council on all damages or repairs that arise from the actions in executing this bid award.

4.9 The successful bidder(s) must accept to remove all equipment, restore the system(s) to the original state(s) at their own costs and and/or reimburse the Council in full in the event of failing to deliver as proposed in this bid.

4.10 The successful bidder(s) will at all times report to and obey the instructions of the Council's representative in relation to this bid.

4.11 Any variation to the execution in terms of this bid must be by mutual agreement by all parties concerned and served with official notices in writing.

4.12 Bidders must be prepared to demonstrate their products or solution proposals at established sites at their own costs.

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See www.cidb.org.za).

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.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

F.1.1 The employer The Employer is:

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GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

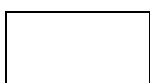
Witness 2

Head of Department
GERT SIBANDE DISTRICT MUNICIPALITY
Corner of Joubert and Oosthuise Streets
Ermelo
2351

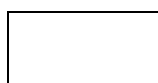
F.1.2 Tender documents

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

Clause number	Tender Data
	<p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender</p> <p>T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable Schedules, Forms and Certificates</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Performance Bond</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing Instructions</p> <p>C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 : Standard Specifications</p> <p>C3.2 : Project Specifications</p> <p>C3.3 : Particular Specifications</p> <p>C3.4 : Annexures</p> <p>Part C4: Site information</p> <p>C4.1 : Locality Plan</p> <p>C4.2 : Conditions on Site</p> <p>C4.3 : Test Results</p>
F 1.4	<p>Communication and employer's agent</p> <p>The Employer's agent which is the Engineer is as stated in the Tender Notice and Invitation to Tender. The language of communication is English.</p> <p>The employer's agent is:</p> <p>Name: Abaziyo Consulting Engineers</p> <p>Address: P O Box 5672</p> <p>Halfway House</p> <p>Midrand</p> <p>1685</p>



Contractor



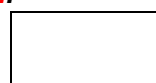
Witness 1



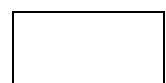
Witness 2



Employer



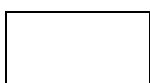
Witness 1



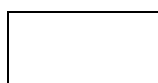
Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
Contract Number: GSDM 49/2022

	Telephone: (011) 542 9950 Mobile: (083) 925 2000 Fax: (011) 542 9955 Email: admin@abaziyo.co.za
F 1.6.2	Competitive negotiation procedure The competitive selection procedure shall be applied.
F2.1 F2.1.1	Eligibility Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their submissions are eligible to have their submissions evaluated: Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE PE or higher class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer: (a) Is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and (b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. (c) Extensive experience in Civil Engineering Projects related to Water Infrastructure. Joint Ventures are eligible to submit bids provided that: (1) each member of the joint venture is registered with the CIDB and valid copy/ies of registration of each member is submitted with this bid; (2) the lead partner has a contractor grading designation in the 5 CE PE or higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 5 CE PE or higher class of construction work, are eligible to submit bids
F2.1.1	A Tenderer will not be eligible to submit a tender if: (a) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (b) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. (c) The Tenderer fails to attend the compulsory site inspection; (d) The Tenderer fails to have "Form T2.2.1 Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the Employer, or his representative. (d) The minimum number of evaluation points for Quality is [80]. Only those tenderers who achieve the minimum number of Quality evaluation points (or greater) will be eligible to have their tenders further evaluated.



Contractor



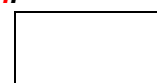
Witness 1



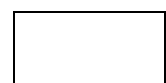
Witness 2



Employer



Witness 1



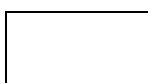
Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

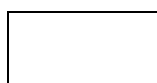
**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

Contract Number: GSDM 49/2022

F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Location: <u>Standerton extension 8 (next to khunjuliwe secondary School)</u></p> <table><tr><td><u>Township</u></td><td><u>S</u></td><td><u>E</u></td></tr><tr><td><u>Standerton Ext 8</u></td><td><u>26°59'7.90"S</u></td><td><u>29°12'45.83"E</u></td></tr></table> <p>Date: 08 November 2022 at 10H00</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all bidders. No individual may represent more than one bidder at the compulsory briefing session. Representatives must attend the session in totality.</p> <p>Non-completion of the attendance register will lead to automatic disqualification. Tender documents will not be made available at the clarification meeting.</p> <p>Addenda will be issued to and submissions will be received only from those responding entities appearing on the attendance list.</p>	<u>Township</u>	<u>S</u>	<u>E</u>	<u>Standerton Ext 8</u>	<u>26°59'7.90"S</u>	<u>29°12'45.83"E</u>
<u>Township</u>	<u>S</u>	<u>E</u>					
<u>Standerton Ext 8</u>	<u>26°59'7.90"S</u>	<u>29°12'45.83"E</u>					
F 2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.						
F 2.12	No alternative tender offers will be considered						
F2.11	Parts of each tender offer communicated on paper shall be submitted as an original.						
F2.13.3	<p>Submitting a tender offer</p> <p>The <u>whole original</u> bid document, <i>as issued by the GSDM</i>, shall be submitted. <i>No copies will be accepted.</i></p> <p>Bids may only be submitted on the Bid documentation issued by the GSDM.</p> <p>The tenderer is required to submit with his tender the following certificates:</p> <ol style="list-style-type: none">1) Only a SARS Compliance Status PIN is required2) Company Registration Certificate3) Current Municipal Account accompanied by the municipal invoice of the lessor not owing more than 30 days4) CIDB Certificate5) Registration on National Treasury central supplier database6) Workman's Compensation Certificate7) Valid original or certified copy of B-BBEE or a sworn affidavit8) Tenders bank details accompanied by the stamped bank confirmation letter not older than 3 months9) CSD Summary report						
F2.13.5	<p>The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:</p> <p>Location of bid box: Head Offices</p> <p>Physical address: GERT SIBANDE DISTRICT MUNICIPALITY Corner of Joubert and Oosthuise Streets P.O. Box 1748 Ermelo 2350</p> <p><i>BID NO: GSDM 49/2022</i></p>						
F2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.						



Contractor



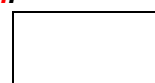
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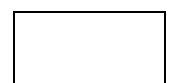
Witness 2



Employer



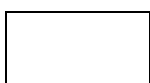
Witness 1



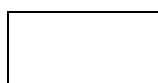
Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
Contract Number: GSDM 49/2022

F2.15	The closing time for submission of bid offers is: 12H00 on 28 November 2022 Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted.
F2.15.1	Closing time The closing time for submission of tender offers is also stated in the Tender Notice and Invitation to Tender.
F.2.16.1	Tender offer validity The tender offer validity period is 90 days.
F 2.18	The bidder 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	Access must be provided for the following inspections, tests and analysis: concrete tests, compaction strength and ball penetration and Access must be provided for the inspection of the tenderer's offices if required.
F2.20	Submit securities, bonds and policies The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3 of this procurement document
F2.22	If so instructed by the employer or the agent of the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
F2.23	The bidder is required to submit with his bid . (1) a copy of the valid Certificate of Contractor Registration issued by the Construction Industry Development Board in terms of the Construction Industry Development Board Act (Form F006); and (2) an original Tax Clearance Certificate, issued by the South African Revenue Services (3) a copy of the valid Certificate of Competency for Contractor's Safety Officer in terms of OH/S Act (85/1993) section 16(2)
F3.1.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to 5 working days before the tender closing time.
F 3.2	Issue of Addenda The employer shall issue addenda until 7 working days before tender closing time.
F 3.4.1	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders at 12:00 hrs.
F3.11	Evaluation of Tender Offers The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.
F 3.11.3	Functionality, Price and Preference



Contractor



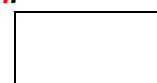
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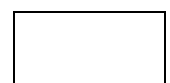
Witness 2



Employer



Witness 1



Witness 2

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs below.

The 80/20 preference points system for acquisition of services, works or goods with a Rand value below R 50 million

The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included):

$$A = \left(80 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

Points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

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

A maximum of 20 points may be allocated

The points scored by tenderer in respect of B-BBEE contribution must be added to the points scored for price. The contract must be awarded to the tender who scores the highest total number of points.

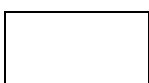
FUNCTIONALITY EVALUATION

The quality criteria and maximum score in respect of each of the criteria are as follows:

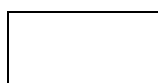
COMPETENCE ACHIEVEMENT SCHEDULES

TABLE A1: EXPERIENCE, REPUTATION AND REFERENCES

TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Name reference with contact details			



Contractor



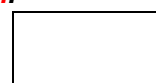
Witness 1



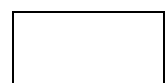
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
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1		5		
2		5		
3		5		
4		5		
	SUB-TOTAL: Reputation and References	20		

SCORING QUALITY FOR TABLE A1 ABOVE: (Maximum 20 Points)

- Experience on previous contracts of a project with a similar scope and of similar value completed over last five years.
- Reference details must be valid in order to ensure gathering of relevant information. Experience must be on the Construction of Water infrastructure.
- The tenderer must submit a completion certificate for each project.
- The tenderer must also obtain a positive letter of reference from the Project Manager of previous completed project.
- Points shall be allocated to tenderers who submit both the completion certificate and the reference letter.
- Points shall be awarded as follows below for each project completed with a traceable reference:

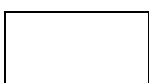
Combined construction value above R 40 million	5 points per project
Combined construction value less than R 30 million, but more than R20 million	4 points per project
Combined construction value less than R20 million, but more than R10 million	3 points per project
Combined construction value less than 10 million, but not more R5 million	2 points per project
No similar work	0 points

Note:

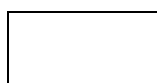
1. The prospective bidder must achieve 80% on table A1 or more and if not they will not be considered or more to the next table for evaluation under the functionality and will be deemed non responsive from this part.
2. Where appointed project values received from tenderers for consideration exceed the value stated above, a maximum of 5 points shall be awarded per project. Tenderers who do not submit at least one project shall be disqualified and not considered for further evaluation. To score the full 20 points, a minimum of 4 projects must be included.

TABLE A2: FINANCIAL REFERENCES

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Bank rating of "C" or better (proof attached)	4		



Contractor



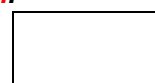
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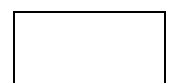
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
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2	Proof of guarantee/letter of intent from a registered financial institution to the value of 10% of the offer shall be submitted	6		
	SUB-TOTAL: Financial references	10		

SCORING QUALITY FOR TABLE A2 ABOVE- (Maximum 10 Points)

- Proof of Banking Details and Bank Rating Letter of "C" or better must be attached.
- Proof of guarantee/letter of intent from a registered financial institution to the value of **10%** of the offer shall be submitted.

Point Allocation:

Failure to Submit Details	Disqualification
Bank Rating of D, E or F	Disqualification
Bank Rating C or better	4 points
Proof of Guarantee/Letter of intent	6 points

A maximum of 10 points shall be allocated for Table A2.

Note:

1. The prospective bidder must achieve 100% on table A2 and if not they will not be considered or move to the next table for evaluation under the functionality and will be deemed non responsive from this part.
2. Bank rating and proof of guarantee or letter of intent must be attached. Tenderers who do not submit any of the above required documents shall be disqualified and shall not be considered further evaluation.

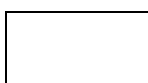
TABLE A3: SPECIFIC KNOWLEDGE

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCA TED POINTS
1	Site agent trained in labour in intensive construction methods	4		
2	Contracts Manager	4		
3	Senior Foreman	4		
4	Quality control Officer	4		
5	Safety Officer	4		
	SUB-TOTAL: Specific Knowledge	20		

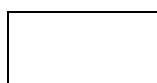
SCORING QUALITY FOR TABLE A3 ABOVE - (Maximum 20 Points)

Key Staff

- Site Agent – NQF 5 Qualification and National Diploma in Civil Engineering or Construction Management and minimum of 5 years' relevant experience to score the maximum points in this category.
- Contracts Manager – A BSc/BTech qualification or Higher, minimum 10 years' experience based on field of expertise under consideration to score the maximum points in this category.



Contractor



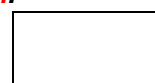
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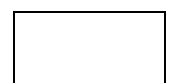
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
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- Senior Foreman – NQF 4 Labour Intensive Construction, minimum 15 years relevant experience to score the maximum points in this category.
- Quality Control Officer – N Dip Civil Engineering, minimum 10 years' experience to score the maximum points in this category.
- Safety Officer – Safety Management Training Course (SAMTRAC) and registration with SACPCMP minimum 5 years or more relevant experience to score the maximum points in this category.

Point Allocation:

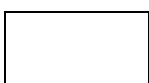
Personnel	15 Years' Experience or more	More than 10 Years', Less than 15 Years' Experience	More than 5 Years', Less than 10 Years' Experience	Less than 5 Years' Experience but more than 2	Less than 2 Years' Experience
Site Agent	4	4	4	2	0
Contracts' Manager	4	4	2	0	0
Senior Foreman	4	2	1	0	0
Quality Control Officer	4	4	2	0	0
Safety Officer	4	4	4	2	0

Note:

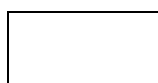
1. The prospective bidder must achieve 100% on table A3 and if not they will not be considered or more to the next table for evaluation under the functionality and will be deemed non responsive from this part.
2. CV's and certified copies of qualifications must be attached in order to qualify for points Where CVs are attached with no certified copies of qualifications, no point will be awarded. A maximum of 4 points will be awarded for each relevant personnel and a maximum of 20 points can be awarded in this category.

TABLE A4: PLANT AND EQUIPMENT

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	1 TLB	2		
2	1 Tipper Trucks	2		
3	1 Compactor	3		
5	1 Excavator	3		
	Sub-Total	10		



Contractor



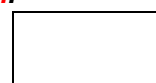
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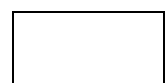
Witness 2



Employer



Witness 1



Witness 2

SCORING QUALITY FOR TABLE A4 ABOVE - (Maximum 10 Points)

Points are allocated for the availability of required plant and equipment for the project (proof of ownership to be attached or letter of intent from a hiring company must be attached). There will be no pro-rated points allocated for this section.

Where letters of intent from a hiring company are attached, they should not be:

- Letters obtained prior to tender advertisement.
- Letters should not be dated older than 1 month prior to closing of tender.
- The letter should be signed and dated with the company stamp.

Note: No points shall be allocated for unsigned letters which do not fulfil the above requirements.

TABLE A5: PROJECT EXECUTION PLAN

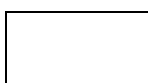
	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Method Statement	4		
2	Organogram	4		
3	Health and Safety Plan	4		
4	Storm water Management Plan	4		
5	Programme of Works	4		
	Sub-Total	20		

SCORING QUALITY FOR TABLE A5 ABOVE - (Maximum 20 Points)

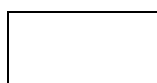
Points are allocated for the Methodology, Organogram, Health and Safety Plan, Stormwater Management Plan and Programme respectively.

Points will be allocated for each document listed in table 4 as per below:

Excellent	The method statement, organogram, stormwater management report, health and safety plan and programme are specifically tailored for the project objectives and requirements, and deals in detail with the critical construction aspects	4 points
Good	The method statement, organogram, stormwater management report, health and safety plan and programme are generally tailored for the project objectives and requirements, and deals with the construction aspects	3 points



Contractor



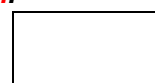
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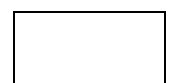
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
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Satisfactory	The method statement, organogram, stormwater management report, health and safety plan and programme are generic and has been tailored to meet the project objectives and requirements without dealing with construction aspects	2 points
Poor	The method statement, organogram, stormwater management report, health and safety plan and programme are poor and does not adequately identify / satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and did not deal with construction aspects	1 points
No submission	The tenderer does not submit the Project Execution Plan	0 points

Note: The Project Engineer will evaluate each of these submitted document and shall determine the quality based on the scoring criteria above. A maximum of 20 points will be awarded in this category.

TABLE A6: QUALITY ASSURANCE AND CONTROL PLAN

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Quality Plan Report	10		
	Sub-Total	10		

SCORING QUALITY FOR TABLE A6 ABOVE - (Maximum 10 Points)

Points are allocated as below:

Excellent	The quality assurance and control plan is specifically tailored for the project objectives and requirements, and deals in detail with the critical construction aspects	10 points
Good	The quality assurance and control plan is generally tailored for the project objectives and requirements, and deals with the construction aspects	8 points
Satisfactory	The quality assurance and control plan is generic and has been tailored to meet the project objectives and requirements without dealing with construction aspects	6 points
Poor	The quality assurance and control plan is poor and does not adequately identify / satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and did not deal with construction aspects	2 points
No submission	The tenderer does not submit the quality control plan	0 points

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Note: The Project Engineer shall evaluate the submitted document and shall determine the quality based on the scoring criteria above. A maximum of 10 points will be awarded in this category.

TABLE A7: QUALITY MANAGEMENT SYSTEM

	TARGETED GOALS	TENDERED GOAL	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
1	Quality Management Report	10		
	Sub-Total	10		

SCORING QUALITY FOR TABLE A7 ABOVE - (Maximum 10 Points)

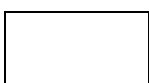
Points are allocated as below:

Excellent	The tenderer has submitted an ISO 9001 Accredited Quality Management System document.	10 points
Satisfactory	The tenderer has submitted a generic internal Quality Management Document which is not ISO Accredited.	6 points
No submission	The tenderer does not submit the Quality Management System document.	0 points

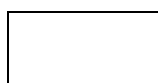
Note: The Project Engineer will evaluate the submitted document and shall determine the quality based on the scoring criteria above. A maximum of 10 points will be awarded in this category.

TABLE A8: FUNCTIONALITY AND QUALITY SCORING TOTALS

Scoring as per Tables A1 to A7 above.		Maximum Points to be Allocated	Points Claimed by Tenderer	Allocated Points
Functionality and Quality	Table A1	20		
	Table A2	10		
	Table A3	20		
	Table A4	10		
	Table A5	20		
	Table A6	10		
	Table A7	10		
	Sub Total	100		



Contractor



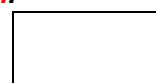
Witness 1



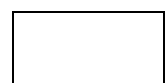
Witness 2



Employer



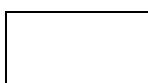
Witness 1



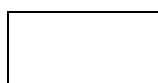
Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
Contract Number: GSDM 49/2022

	<p>The minimum number of evaluation points for quality is 70 points. Tenderers who score less than 70 points in this category will be deemed as non-responsive.</p>
	<p>All respondents who submit responsive submissions and:</p> <p>a) are registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity.</p> <p>b) submit an original valid Tax Clearance Certificate issued by the South African Revenue Services or have made arrangements to meet outstanding tax obligations or are in good standing with SARS according to the Central Supplier Database;</p> <p>c) are registered with the Construction Industry Development Board in an appropriate contractor grading designation;</p> <p>d) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>e) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect;</p> <p>f) have completed the Compulsory Declaration and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract;</p> <p>g) are registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p> <p>i) the recommended bidder whether its municipal rates and taxes and municipal service charges are not in arrears. Municipal utility account invoice must be in line with the address on the CSD (not older than three months). If the company is operating on leased premises, both the lease agreement and the Municipal Utility account invoice must be attached, the same address as in the lease agreement.</p> <p>j) In the opinion of the Employer can as necessary demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will be invited to submit tender offers.</p> <p>Lack of compliance with the above listed terms will lead to immediate disqualification</p>
	The number of paper copies of the signed contract to be provided by the Employer is one.
F.2.13.3	The additional conditions of submission are:



Contractor



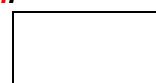
Witness 1



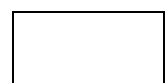
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

Contract Number: GSDM 49/2022

	<ol style="list-style-type: none">1. The Employer/Employer's Agent may request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.3. The Employer reserves the right to reduce the scope of work to within the available budget.4. In addition, the Employer may appoint more than one Contractor for the project.
--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Any proposal, request or condition that should be taken into account during consideration of the Proposal.

[illegible]

Witness 2

FINANCIAL AND CONTRACTUAL ARRANGEMENTS

- The following conditions are set by the Gert Sibande District Municipality:
- The Council accepts the original bid price will be valid for 90 days (3 months).
- Payment will be made within 30 days after receipt of invoices.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

T2.1: List of Returnable Document

T2.2: Returnable Document

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T2: Returnable Documents

Part T2.1: List of Returnable Documents

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Form A: Compulsory Enterprise Questionnaire	30
Form B: Declaration of Bidder's Past Supply Chain Management Practices	33
Form C: Declaration of Interest	35
Form D: Authority of Signatory	39
Form E: Declaration of Good Standing Regarding Tax	42
Form F: Financial and Bank Details	44
Form G: Municipal Utility Account	46
Form H: Preference Schedule	48
Form I: Declaration Certificate for Local Production and Content for Designated Sectors	55
Form J: Contract Forms	63
Form K: Proposed Key Personnel	68
Form L: Schedule of Previous Experience	70
Form M: Schedule of Current Projects	71
Form N: Schedule of Infrastructure and Resources / Plant and Equipment	72
Form O: Schedule of Proposed Sub-Contractors	73
Form P: Record of Addenda to Tender Documents	74
Form Q: Proposed amendments and qualifications	75
Form R: Proof of Good Standing with Compensation Commissioner	76
Form S: Tenderer's Project Structure	77
Form T: Certificate of Independent Bid Determination	79
Form U: Declaration of Tenderer's Litigation History	82
Form V: Annual Financial Statements Declaration and Audited 3-Year Financial Statements	83
Form W: Declaration for Procurement Above R10 Million (All Applicable Taxes Included)	85
Form X: Form of Intent to Provide Guarantee	87

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T2.2: Returnable Documents

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

The tenderer must provide the following returnable documents:

- Form 2A: Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Form 2B: Certificate of Contractor Registration issued by the Construction Industry Development Board
- Form 2C: A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
- Form 2D: Central Supplier Database

RETURNABLE SCHEDULES THAT WILL BE USED FOR TENDER EVALUATION PURPOSES AND BE INCORPORATED INTO THE CONTRACT

- C1.1 Form of Offer and Acceptance
C1.2 Contract Data Part 2: Data Provided by the Contractor
C1.3 Performance Guarantee
C2.2 Bill of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

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FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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.

1. NAME OF ENTERPRISE AND CONTACT PERSON

2. CONTACT NUMBER

3. FAX NUMBER

4. E-MAIL ADDRESS

5. POSTAL ADDRESS

6. PHYSICAL ADDRESS

7. VAT REGISTRATION

8. TAX REFERENCE NUMBER

9. CIDB REGISTRATION NUMBER

10. CIDB GRADING

11. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN **YES / NO** SUBMITTED?

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? (delete which not applicable)

- An accounting officer as contemplated in the close corporation act (CCA)
- A verification agency accredited by the South African National Accreditation System (SANAS)
- A registered auditor

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR **YES / NO**
THE GOODS / SERVICES / WORKS OFFERED?

Signature

Date

Capacity under which the Bid is signed

Name of bidder



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM A:

1. For Closed Corporations

- CK1 or CK2 as applicable (Founding Statement)

2. For Companies

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- the shareholders register

3. For Joint Venture Agreements

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

4. For Partnership

- Certified Copies of the ID's of the partners

5. One-person Business / Sole trader

- Certified Copy of ID

6. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

- Sworn affidavit and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

FORM B: 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

Contract Number: GSDM 49/2022

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"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (name) _____

certify that the information furnished on this declaration form is true and correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

FORM C: DECLARATION OF INTEREST

1 Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

- the bidder is employed by the State; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below

¹“State” means:

- a) 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);
- b) any municipality or municipal entity;
- c) provincial legislature;
- d) National Assembly or the National Council of Provinces; or
- e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
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2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
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2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars:

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars:

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

2. DECLARATION

I, the undersigned (name) _____

Certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name :

Contact number :

Office address :

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr _____
has been duly authorized to sign all documents in connection with the Tender for:

Contract Number: GSDM 49/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF
THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

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

(BLOCK CAPITALS)

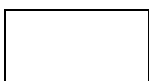
SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

DATE: _____

FULL NAMES OF SIGNATORY: _____

AS WITNESSES: 1. _____

2. _____



Contractor



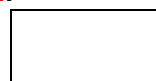
Witness 1



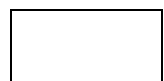
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
 Contract Number: GSDM 49/2022

PRO-FORMA FOR JOINT VENTURES:

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

Mr/Ms _____,

Authorised signatory of the company _____,

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

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

A Joint Venture Agreement and a (duly signed and dated original or certified copy of the letter of the authorised signatory on the Company Letterhead) or a certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
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INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM D:

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.(Private Companies ,Close corporations & Joint ventures)
- A **one- man business (Sole trader/owner)** shall confirm by attaching hereto a certified proof that he/she is the sole owner of the business e.g. (attaching a CK or company registration documents)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

MBD 2 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 bidder is 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 Pin Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Pin that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax Pin must be submitted together with the bid. Failure to submit the original and valid Tax Pin will result in the invalidation of the bid. Certified copies of the Tax Pin will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.
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. The Tax Pin must be submitted together with this bid. Failure to submit the Tax Pin will result in invalidation of the bid. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Pin.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

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**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM E:**

- Proof of Registration with Central Supplier Database (CSD)
- SARS e-filing PIN

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
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FORM F: FINANCIAL / BANK DETAILS

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:		
ACCOUNT NAME: (e.g. ABC Civil Construction cc)		
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)		
ACCOUNT NO:		
ADDRESS OF BANK:		
CONTACT PERSON:		
TELEPHONE NUMBER OF BANK OR CONTACT PERSON:		
How long has this account been in existence (tick which is appropriate):	0-6 months	
	7-12 months	
	13-24 months	
	More than 24 months	

Name of Tenderer: _____

Date: _____

Signature: _____

Full name of signatory: _____

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

Contract Number: GSDM 49/2022

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM F:**

- Original or certified copy of a letter from tenderer's bank (not older than three months from tender closure and must have a bank stamp)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____

_____ has been duly authorized to sign all documents with the Tender for:

Contract Number: GSDM 49/2022:

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF
THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

on behalf of

(referred to herein as "the Bidder")

hereby make a declaration as follows:

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF
THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM G:**

- Municipal utility account invoice must be in line with the address on the CSD (not older than three months).
- If the company is operating on lease premises both the lease agreement and municipal utility account invoice must be attached, the same address as the lease agreement. (Failure to do so will lead to disqualification).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: PREFERENCE SCHEDULE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, TENDERES MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **below R50 000 000** (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:

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

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

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2 DEFINITIONS

- 2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 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;

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

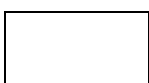
**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

Contract Number: GSDM 49/2022

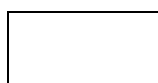
- 2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or offers;
- 2.5 “Broad-Based Black Economic Empowerment Act” means 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.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



Contractor



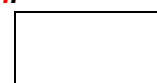
Witness 1



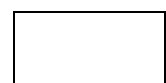
Witness 2



Employer



Witness 1



Witness 2

4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

80/20 or 90/10

Where

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

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- 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 Tenderers 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**

- 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?

9. DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm:

- 9.2 VAT registration number

- 9.3 Company registration number

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

9.4 Type of Firm (Tick Applicable Box):

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

9.5 Describe Principal Business Activities _____

9.6 Company Classification (Tick Applicable Box):

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporter, etc.

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

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 forward the matter for criminal prosecution

WITNESSES:

SIGNATURE(S) OF BIDDER(S)

DATE:

ADDRESS:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH THE FOLLOWING DOCUMENTS AS AN ANNEXURE TO THE TENDER DOCUMENT WITH
REFERENCE TO THE APPLICABLE RETURNABLE SCHEDULE – FORM H:**

- B-BBEE Certificate or Sworn Affidavit

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

This Municipal Bidding Document (MBD 6.2) 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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
Contract Number: GSDM 49/2022

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

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES		NO	
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- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

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

IN RESPECT OF BID NO. GSDM 49/2022

ISSUED BY: GERT SIBANDE DISTRICT MUNICIPALITY
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
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Contract Number: GSDM 49/2022

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
 Contract Number: GSDM 49/2022

1.

**NAME
(PRINT)**

CAPACITY

SIGNATURE

**NAME OF
FIRM**

DATE

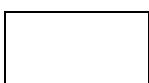
Witnesses

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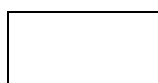
2.....

DATE:

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Contractor



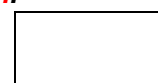
Witness 1



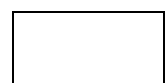
Witness 2



Employer



Witness 1



Witness 2

(ii) CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

2. I hereby undertake to render services described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GSDM 49/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (i) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8
 Contract Number: GSDM 49/2022

**NAME
(PRINT)**

CAPACITY

SIGNATURE

**NAME OF
FIRM**

DATE

Witnesses 1 2 DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: CONTRACT FORM – (I) PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

8. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **GSDM 49/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
9. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (iv) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
10. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
11. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
12. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
13. I confirm that I am duly authorised to sign this contract.

**NAME
(PRINT)**

.....

CAPACITY

.....

**SIGNATURE
NAME OF
FIRM**

.....

.....

DATE

.....

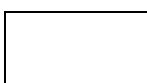
Witnesses

1.....

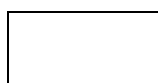
2.....

DATE:

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Contractor



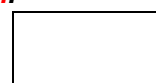
Witness 1



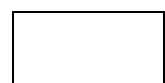
Witness 2



Employer



Witness 1



Witness 2

(II) CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

14. I hereby undertake to render services described in the attached bidding documents to the **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GSDM 49/2022** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
15. The following documents shall be deemed to form and be read and construed as part of this agreement:
- (vii) Bidding documents, viz
 - Invitation to bid;
 - Central Supply Database registration;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
16. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
17. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

NAME
(PRINT)

CAPACITY

SIGNATURE
NAME OF
FIRM

DATE

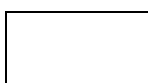
Witnesses

1.....

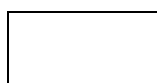
2.....

DATE:

.....



Contractor



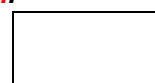
Witness 1



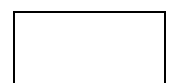
Witness 2



Employer



Witness 1



Witness 2

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity asaccept your bid under reference number **GSDM 49/2022** dated **28 November 2022**, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8				

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

SIGNED ATON THISDAY..... OF 2022

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(I) CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **GERT SIBANDE DISTRICT MUNICIPALITY** in accordance with the requirements stipulated in (bid number) **GSDM 49/2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

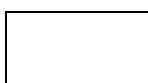
DATE

Witnesses

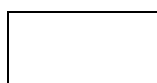
1.....

2.....

DATE:



Contractor



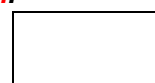
Witness 1



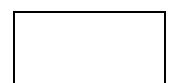
Witness 2



Employer



Witness 1



Witness 2

(II) CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. Iin my capacity asaccept your bid under reference number **GSDM 49/2022** dated **28 November 2022** for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted.

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Site Agent			
Contract Manager			
Senior Foreman			
Construction Manager			
Quality Control Officer			
Safety Officer			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
1.			
2.			
3.			

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- CV and attachments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the previous four projects where the firm was involved for GERT SIBANDE DISTRICT MUNICIPALITY (GSDM) projects or other clients. Reference of clients other than GSDM MUST be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- At least four of the references will be contacted to obtain their input.

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. This information is material to the award of the Contract.

Description of Work / Experience	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and e-mail

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description of Project	Value (R) VAT excluded	Appointment Date	Completion Date	Reference		
				Name	Organisation	Tel No and e-mail / Fax

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N: SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT

Note: Attach additional pages to this page if more space is required.

Provide information on the following:

1. Infrastructure and resources available for this project:

Physical facilities and Buildings.

Description	Address	Owned / Leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

1. Earthmoving Equipment	No. of Units Owned by Contractor	Number of Units Allocated to this Contract	
		Owned	Hired
2. Construction Equipment			

Size of enterprise and current workload:

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

FORM O: SCHEDULE OF PROPOSED SUB-CONTRACTORS

Name of Sub-Contractor	Full Description of Work to be Performed by Sub-Contractor

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8
Contract Number: GSDM 49/2022

FORM P: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title of Details

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM Q: 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 **F.1.6.2** of the CIDB Standard Conditions of Tender regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM R: PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Certified copy of Letter of Good Standing with Compensation Commissioner.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Form S: Tenderer's Project Structure

Notes to tenderer:

- The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
- Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
- Joint Venture tenders will require each element of the venture to submit separate organogram that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition, there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
- State the city or town where the company's head office is located. The locality of / or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
- Registered professional engineers, technicians or technologist's means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.

SIGNED ON BEHALF OF THE TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- Tenderer's organogram which should state the name of the person, responsibilities, qualification and number of years' experience.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T: 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 per 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:

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

²Bid 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Contract Number: GSDM 49/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE
INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

(Bid Number and Description)

In response to the invitation for the bid made by:

Gert Sibande District Municipality

(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



Contractor



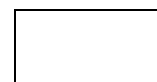
Witness 1



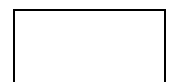
Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM U: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

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

Employer	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM V: ANNUAL FINANCIAL STATEMENTS DECLARATION AND AUDITED 3-YEAR FINANCIAL STATEMENTS

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally ☐ independently

- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor

☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer:

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]

- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM U: ANNUAL FINANCIAL STATEMENTS DECLARATION AND AUDITED 3-YEAR FINANCIAL STATEMENTS

ATTACH THE FOLLOWING DOCUMENTS HERETO:

- 3 Year audited financial statements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM W: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? YES / NO
 - 1.1. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?
YES/ NO
 - 1.2. If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 1.3. If yes, provide particulars.
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
YES / NO
 - 1.4. If yes, furnish particulars
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
YES / NO
 - 1.5. If yes, furnish particulars
.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

Signature

Date

Position

Name of Bidder

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signature

Date

Position

Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM X: FORM OF INTENT TO PROVIDE GUARANTEE

The Tenderer to attach to this schedule a letter from his/her bank indicating the intent to provide a guarantee for this contract. The Guarantee amount is provided in the Contract Data. The wording of the guarantee shall be as indicated in C1.3.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

This part of the Bid Specification Document consists of the following four sections:

- **Part C1: Agreement and Contract Data**

This section details the:

- form of offer and acceptance (yellow pages);
- contract data (yellow pages); and
- performance guarantee (white pages)

- **Part C2: Pricing Data**

This section details the:

- pricing instructions (yellow pages); and
- bill of quantities (yellow pages)

- **Part C3: Scope of Work**

This section details the:

- scope of work (Blue)

- **Part C4: Site Information**

This section details the:

- site information (Green)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C1: Agreement and Contract Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

OFFER

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

Contract Number: GSDM 49/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF
THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8**

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

By the representative of the 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*); and 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(s)

Name(s)

Capacity

for the tenderer

(*name and address of the organization*)

Witness signature

Witness name

Date



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

For the Employer:

Signature Date

Name

Capacity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

NAME(s): (BLOCK LETTERS)

CAPACITY of authorized agents:

SIGNATURE(s) of authorized agents:

SIGNED aton this.....day of

WITNESSES: (Full name – BLOCK LETTERS – and signature)

1. Name Signature

2. Name Signature



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SCHEDULE OF DEVIATIONS

Notes:

1. *The extent of deviations from the tender documents issued by the employer before 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.*

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

Subject:

Details:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

Subject: _____

Details: _____

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

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

For the Tenderer:

For the Employer:

..... Signature

..... Name

..... Capacity

Name and address of organization:

Name and address of organization:

.....

.....

.....

..... Witness Signature

..... Witness Name

..... Date



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

Name and signature of witness:

Signature

Name



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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 (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: DATA PROVIDED BY THE EMPLOYER

1. GENERAL

Clause	Description														
1.1.1.13	The "Defects Liability Period" is 12 months.														
1.1.1.14	The "Due Completion Date", or time for achieving Practical Completion is 6 months.														
1.1.1.15	The "Employer" is the Gert Sibande District Municipality.														
1.1.1.16	The "Employer's Agent" is Abaziyo Consulting Engineers														
1.2.1.2	<p>The Employer's Agent address for receipt of communications and notices is:</p> <table border="0"> <tr> <td>Physical (street address) address:</td><td>Postal address:</td></tr> <tr> <td>29 Belvedere Road</td><td>PO Box 5672</td></tr> <tr> <td>Glen Austin, Midrand</td><td>Halfway House 1685</td></tr> <tr> <td>1685</td><td></td></tr> <tr> <td>Telephone: 011 542 9950</td><td></td></tr> <tr> <td>Fax: 011 542 9955</td><td></td></tr> <tr> <td>E-mail: admin@abaziyo.co.za</td><td></td></tr> </table>	Physical (street address) address:	Postal address:	29 Belvedere Road	PO Box 5672	Glen Austin, Midrand	Halfway House 1685	1685		Telephone: 011 542 9950		Fax: 011 542 9955		E-mail: admin@abaziyo.co.za	
Physical (street address) address:	Postal address:														
29 Belvedere Road	PO Box 5672														
Glen Austin, Midrand	Halfway House 1685														
1685															
Telephone: 011 542 9950															
Fax: 011 542 9955															
E-mail: admin@abaziyo.co.za															
1.1.1.26	The "Pricing Strategy" is re-measurement Contract.														
3.2.3	<p>The Employer's Agent is required to obtain the specific approval of the Employer for the following functions or duties:</p> <ul style="list-style-type: none"> a) Approve extension of time for practical completion in terms of Clause 5.12.1; b) Approve imposition of penalty for delay in terms of Clause 5.13.1; c) Issue of a Variation Order in terms of Clause 6.3.2; and d) Approve the use of contingency funds. 														
5.1.1 and 5.8.1	The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent work force leave around the 15 th December and the first Monday of the subsequent year.														
5.3.1	<p>The Contractor shall submit 14 days before the Commencement Date the following documentation for approval by the Employer's Agent:</p> <ul style="list-style-type: none"> a) Health and Safety Plan (Refer to Clause 4.3); b) Initial programme (Refer to Clause 5.6) and estimated cash flow; c) Security (Refer to Clause 6.2); d) Insurance (Refer to Clause 8.6); e) Proof of registration with the Workman's Compensation Commissioner; f) Valid original copy of Tax Clearance Certificate; and g) Written acceptance of appointment. 														
5.3.2	The time to submit the documentation required before commencement of the Works is 14 days.														
5.4.1	The Site is located within inhabited areas, is generally accessible to the public and is not exclusive to the Contractor. The Contractor shall safeguard the public as statutorily required														



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

	and shall coordinate assistance from the Community Liaison Officer (CLO) as nominated by the Employer.									
5.8.1	The non-working days are Sundays. The special non-working days are indicated under Clause 5.1 above.									
5.12	<p>FORMULA FOR EXTENSION OF TIME IN RESPECT OF ABNORMAL RAINFALL</p> <p>Extension of time in terms of Clause 5.12 of the general conditions of contract in respect of abnormal rainfall shall be determined in terms of the method below for each calendar month or part thereof, unless the project specifications determine otherwise:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>V: Extension of time in calendar days for the calendar month under consideration.</p> <p>N_w: Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded.</p> <p>R_w: Actual total rainfall in mm recorded during the calendar month under consideration.</p> <p>N_n: Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter.</p> <p>R_n: Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter.</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>The Contractor shall, at its own cost, provide and erect on the Site at a location approved of by the Employer's Agent, an approved rain gauge, which shall be fenced off in a manner which will prevent any undue interference by workmen and others. The Contractor shall, at its own cost, arrange for the reading of the rain gauge on a daily basis for the duration of the Contract. The gauge readings, as well as the date and time at which the reading was taken shall be recorded in a separate record book provided by the Contractor for this purpose. All entries in the rainfall record books shall be signed by the person taking the reading and the gauge shall be properly emptied immediately after each reading has been taken. If required, the Employer's Agent shall be entitled to witness the reading of the gauge.</p> <p>The rainfall records applicable to this Contract are those recorded at Balfour. The following values of N_n and R_n shall apply:</p> <table><tr><td>Month</td><td>Average Rainfall (mm)</td><td>Rain Days (Per Month)</td></tr><tr><td>January</td><td>99.581</td><td>10.2</td></tr><tr><td>February</td><td>48.578</td><td>5.8</td></tr></table>	Month	Average Rainfall (mm)	Rain Days (Per Month)	January	99.581	10.2	February	48.578	5.8
Month	Average Rainfall (mm)	Rain Days (Per Month)								
January	99.581	10.2								
February	48.578	5.8								



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

	March	67.221	7.7	
	April	37.688	5.3	
	May	8.850	2.4	
	June	6.280	1.4	
	July	0.692	0.8	
	August	22.058	1.4	
	September	14.415	1.7	
	October	44.339	8.1	
	November	74.082	11.5	
	December	96.686	10.5	
5.13.1	The penalty for failing to complete the Works is 0.08% of the contract amount per day, to a maximum of 5% of the contract amount.			
5.14.1	The requirements for achieving Practical Completion are set out in the Scope of Works Part C3.1.2.1.			
5.14.7	This contract does not contain multiple "Due Completion Dates".			
5.16.3	The latent defects liability period for civil engineering works is 10 years.			
6.2.1	The type of security for the due performance of the Contract shall be a Fixed Performance Guarantee of 10% of the value of the Works (Excl. Contingencies and VAT). The Performance Guarantee shall follow the suggested wording according to the pro-forma included in Section C1.3 - Performance Guarantee.			
6.5.1.2.3	The percentage allowance on the net cost of workmen and materials actually used in the completed work is 15%.			
6.8.2	The Contract Price Adjustment Factor shall not be applied to this Contract.			
6.8.3	Price adjustment in the cost of special materials shall be not applied to this Contract.			
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%. The percentage advance on Plant not yet supplied to Site 80% (if plant is fabricated or stored on other places than the Site).			
6.10.3	The limit on retention is 10% of the Contract Price			
8.6.1	The following insurances shall be effected and maintained in the joint names of the Employer and Contractor:			
8.6.1.1	Insurance of the Works, Plant and materials for the period of Care of the Works for a sum insured that is the aggregate of:			
8.6.1.1.1	The Contract Price (Excl. Contingencies and VAT);			
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance is R 0.00 (Excl. VAT); and			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

8.6.1.1.3	The amount to cover professional fees payable in respect of the repair or reinstatement of damage to the works or said movables is R 0.00 (Excl. VAT).
8.6.1.2	The Contractor is responsible for Special Risks Insurance.
8.6.1.3	Liability insurance of at least R 5 000 000.00 with the number of events being unlimited.
8.6.5	The insurances shall be effected with an insurance company registered in South Africa.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one to three.
10.7.1	In the event of disagreement with the Adjudication Board's decision the determination of disputes shall be by arbitration.
10.8.1	In the event of disagreement with the Arbitrator the determination of disputes shall be by court proceedings.

PART 2: DATA PROVIDED BY THE CONTRACTOR

1. GENERAL

Clause Description

1.1.1.9 **Name of the Contractor:**

1.2.1.2 **Address of the Contractor:**

Physical:

Postal:

.....

.....

.....

.....

.....

.....

.....

.....

E-Mail:

Telephone No:

Fax No:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.2.1

Type of Security	Contractor's Choice. Indicate "Yes" or "No"
Cash Deposit of 10% of the Contract Sum.	
Fixed Performance Guarantee of 10% of the Contract Sum.	
Variable Performance Guarantee of ...% of the Contract Sum for the first period and ...% of the Contract Sum for the second period.	
Retention of 10% of the value of the Works.	
Cash Deposit of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Fixed Performance Guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.	
Variable Performance Guarantee of% of the Contract Sum for the first period and ...% of the Contract Sum for the second period plus retention of ...% of the value of the Works.	

6.8.3 Variation in cost of special materials

The variation in cost of special materials is:

Type of special material	Unit	Base Rate or price

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8
 Contract Number: GSDM 49/2022

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.3 PRO FORMA PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical address: _____

"Employer" means: Gert Sibande District Municipality

"Contractor" means: _____

"Employer's Agent" means: A Professional Registered with the Engineering Council of South Africa (ECSA) and is **Mr Danisa Zulu Pr No. 970481** on behalf of **Abaziyo Consulting Engineers**

"Works" means: _____

"Site" means: _____

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

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

Amount in words: _____

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

Amount in words: _____

Type of Performance Guarantee: _____ (Insert Variable or Fixed)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

“Expiry Date” means: _____ (Give date) or any other later date set by the Contractor and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

CONTRACT DETAILS

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

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R _____

Amount in words _____

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, whichever occurs first:

R _____

Amount in words _____

1.2 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 3.2.2;

3.2.2 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 3.2.1 and the sum certified has still not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.

3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3;

3.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 3.3; and

3.3.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.

3.5 Where the Guarantor has made payment in terms of 3.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.
- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at: _____

Date: _____

Guarantor's signatory (1): _____

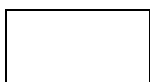
Capacity: _____

Guarantor's signatory (2): _____

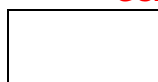
Capacity: _____

Witness signatory (1) _____

Witness signatory (1) _____



Contractor



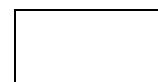
Witness 1



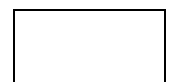
Witness 2



Employer



Witness 1



Witness 2

PART C: CONTRACT

Part C2: Pricing Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING DATA

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 SANS 1200 G.

Unless otherwise stated, items are measured net 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

Contract Number: GSDM 49/2022

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

The parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated.

The works, or parts of the works so designated, are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification.

Payment for items which are designated to be constructed labour-intensively will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.2 BILL OF QUANTITIES

SUMMARY OF SCHEDULE OF QUANTITIES

CALCULATION OF TENDER SUM	AMOUNT	
	Rands	Cents
<i>SUBTOTAL A</i> SCHEDULE OF QUANTITIES (Total brought forward from page 120)		
<i>SUBTOTAL B</i> ALLOWANCE FOR CONTINGENCIES (10% OF TOTAL A)		
TOTAL A + B		
<i>SUBTOTAL C</i> ALLOWANCE FOR CPA (10% OF TOTAL A)		
TOTAL A + B+C		
VALUE ADDED TAX (15% OF TOTAL A+B)		
TOTAL AMOUNT OF FORM OF TENDER (to be transferred to Form of Offer and Acceptance and the Cover Page of the document)		

.....
SIGNED ON BEHALF OF TENDERER:

.....
DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

Item	Payment Reference	Description	Unit	Qty	Rate		Amount
					R		R
SECTION 1 : PRELIMINARY AND GENERAL							
1	SANS	SECTION 1 : PRELIMINARY AND					
	1200A	GENERAL					
1.1	8.3	FIXED-CHARGE ITEMS					
1.1.1	8.3.1	Contractual requirements.	Sum	1			
1.1.1.1		Specify rate composition: (a).....					
1.1.2	8.3.2	Establishment of facilities on the site:					
1.1.2.1	8.3.2.1	(i) Facilities for Engineer					
1.1.2.1.1		(a) Engineer's office - 3m x 6m,	No.	1			
1.1.2.1.2		(b) Meeting Room - 3m x 9m,	No.	1			
1.1.2.1.3		(c) Parking Bays - 2.5m x 3m	No.	2			
1.1.2.1.4		(d) Nameboards - 2.2 m x 2.44m	No.	2			
1.1.2.1.5		(e) Communication cell phone	Sum	1			Rate Only
1.1.2.1.6		(f) Living accommodation	Sum	1	R	20 000	R 20 000,00
1.1.2.1.7		(f) Laptop including software packages	Sum	1	R	40 000	R 40 000,00
1.1.2.2	8.3.2.2	(ii) Facilities for the contractor					
1.1.2.2.1		(a) Offices and storage sheds	Sum	1			
1.1.2.2.2		(b) Workshops	Sum	1			
1.1.2.2.3		(c) Laboratories	Sum	1			
1.1.2.2.4		(d) Living accommodation	Sum	1			
1.1.2.2.5		(e) Ablution and latrine facilities	Sum	1			



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

1.1.2.2.6		(f) Tools and equipment	Sum	1		
1.1.2.2.7		(g) Water supplies, electric power and communication.	Sum	1		
1.1.2.2.8		(h) Dealing with water	Sum	1		
1.1.2.2.9		(i) Access	Sum	1		
1.1.2.2.10		(j) Plant	Sum	1		
1.1.3	8.3.3	Allow for Designs and Production of Contract Documentation - Inclusive of all Profits and Overheads (For the Engineer)	Sum	1	R1 079 587,32	R 1 079 587,32
1.1.3.1		(a).....				
1.1.4	8.3.4	Removal of site establishment	Sum	1		
1.1.5	PSA 8.4.6.1	Compile Occupational Health and Safety Plan.	Sum	1		
1.1.6	PSA 8.4.6.1	Compile Environmental Management Plan.	Sum	1		
1.1.7		Review of OHS and EM Plan by Employers'Agent	Sum	1	R 25 000	R 25 000,00
SECTION 1: TOTAL CARRIED FORWARD						

Item	Payment Reference	Description	Unit	Qty	Rate	Amount
					R	R
SECTION 1 : PRELIMINARY AND GENERAL						
TOTAL BROUGHT FORWARD						
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements Specify rate composition:	Sum	1		
1.2.2	8.4.2	Operation and maintenance of facilities on site for duration of construction, except where otherwise stated.				
1.2.2.1	8.4.2.1	(i) Facilities for Engineer				
1.2.2.1.2		(b) Meeting room	Sum	1		
1.2.2.1.3		(c) Parking bays	Sum	1		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

1.2.2.1.4		(d) Nameboards	Sum	1		
1.2.2.1.5		(e) Survey assistance and equipment	Sum	1		
1.2.2.1.6		(f) Communication and airtime/data for cell phone.	Sum	1	R 9 000	R 9 000,00
1.2.2.1.7		(g) Provision for rented or hotel accommodation for the engineer for the duration of the contract.	Sum	1	R 96 000	R 96 000,00
1.2.2.2	8.4.2.2	(ii) Facilities for contractor				
1.2.2.2.1		(a) Offices and storage sheds	Sum	1		
1.2.2.2.2		(b) Workshops	Sum	1		
1.2.2.2.3		(c) Laboratories	Sum	1		
1.2.2.2.4		(d) Living accommodation	Sum	1		
1.2.2.2.5		(c) Ablution and latrine facilities	Sum	1		
1.2.2.2.6		(d) Tools and equipment	Sum	1		
1.2.2.2.7		(e) Water Supplies, electric power and communication.	Sum	1		
1.2.2.2.8		(f) Dealing with water	Sum	1		
1.2.2.2.9		(g) Plant	Sum	1		
1.2.2.2.10		(h) Security costs for duration of contract	Sum	1		
1.2.3	8.4.3	Supervision for duration of construction Specify rate composition by:				
1.2.3.1		(a) Contractor - Inclusive of all Profits and Overheads	Sum	1		
		(b) Engineers site monitoring and supervision - Inclusive of all Profits and Overheads for the Engineer	Sum	1	R 419 839,51	R 419 839,51
1.2.4	8.4.4	Company and head office overhead costs for the duration of the contract.	Sum	1		
1.2.5	PSA 8.4.6.1	Implement Occupational Health and Safety Plan.	Sum	1		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

1.2.6	PS8	Implement and Maintain EMP	Sum	1		
1.2.7		Health and Safety Inspections on Site by Employers' Agent	Sum	1	R 60 000	R 60 000,00
1.2.8		Environmental Officer (Employer Agent)	Sum	1	R 60 000	R 60 000,00
		Allow for 10% Handling fees for item1.2.7;1.2.8	%	10	R 12 000	R 12 000,00
1.2.9	PSA 8.4.6.1	Safety Officers	Sum	1		
1.2.10	8.4.5	Other time-related obligations Specify rate composition:	Sum	1		
SECTION 1: TOTAL CARRIED TO SUMMARY OF SCHEDULES						

Item	Payment Reference	Description	Unit	Qty	Rate	Amount
					R	R
SECTION 2: PROVISIONAL SUMS AND PRIME COST ITEMS						
	SANS	SECTION 2: PROVISIONAL SUMS AND PRIME COST ITEMS				
	1200A					
2.1	8.5	PROVISIONAL SUMS				
2.1.1		(a) Community liaising officer/s (CLO/LDO)				
2.1.1.1		(i) CLO/LD remuneration and communication facilities - Inclusive of all Profits and Overheads	Sum	1	R 52 000,00	R 52 000,00
2.1.1.2		(b) Project Social Initiation and Facilitation - Inclusive of all Profits and Overheads	Prov. Sum	1	R 450 000,00	R 450 000,00
2.1.1.3		(c) Internship Training of GSDM Site Agent - Inclusive of all Profits and Overheads	Prov. Sum	1	R 80 000,00	R 80 000,00
2.1.1.4						
2.1.1.5		Institutional and Social Development Support throughout the project duration	Prov. Sum	1	R 120 000,00	R 120 000,00
2.1.1.6		Community participation and PLC support Ward	Prov. Sum	1	R 120 000,00	R 120 000,00
2.1.1.7		Community awareness on water conservation	Prov. Sum	1	R 120 000,00	R 120 000,00
2.1.1.8		Allow for 10% Handling fees items 2.1.1.2 to 2.1.1.7	%	10	R 89 000,00	R 89 000,00



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

2.2	PS 4.4.4	TRAINING ALLOWANCE FOR EPWP				
2.2.1		(a) Provide training course for workers by an Accredited Agency approved by the Engineer - Inclusive of all Profits and Overheads	Prov. Sum	1	R 50 000,00	R 50 000,00
2.2.2		(b) Training allowances paid to targeted labour in respect of formal training	Persons days	50	R 150,00	R 7 500,00
2.2.3		(c) Extra over for the administration of payment of training allowances to targeted labour.	Persons days	50	R 150,00	R 7 500,00
2.2.4		(d) Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to site - Inclusive of all Profits and Overheads	Prov. Sum	1	R 10 000,00	R 10 000,00
2.3	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
2.3.1		(a) Control tests by independent laboratory when ordered by engineer - Inclusive of all Profits and Overheads	Prov. Sum	1	R 150 000,00	R 150 000,00
2.3.2		(a) Dealing with collapsing soils	Prov. Sum	1	R 250 000,00	R 250 000,00
2.3.3		(a) Allow an amount of R150,000 for environmental, geotech and surveying investigation of water reticulation lines	Sum	1	R 150 000,00	R 150 000,00
2.3.4		Provision for relocation of services or structures as directed by the Engineer	Prov. Sum	1	R 150 000,00	R 150 000,00
2.3.5		Allow for testing and commissioning of new water network	Prov. Sum	1	R 150 000,00	R 150 000,00
2.3.6		Additional surveys	Prov. Sum	1	R 125 000,00	R 125 000,00
2.3.7		Allowance for conformance and control tests by independent Agent for additional tests that may be required by the Employer's Agent above all other tests performed	Prov. Sum	1	R 125 000,00	R 125 000,00
2.5	8.6	PRIME COST SUMS				
2.5.1		(a) Materials for dayworks - Inclusive of all Profits and Overheads	Prov. Sum	1	R 80 000,00	R 80 000,00



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

3.0	PSA 8.4.1	COVID-19 RISK AND MITIGATION PLANS 1.0 Appointment of Covid Compliance Officer(CCO) for the duration of the project 2.0 Provision for supplying the following equipment and materials on site as required a) GS320 Handheld Infrared Digital Laser Thermometer b) Hands Free Sanitizer Stand c) 10x 10l bottle of 70% alcohol sanitizer per month d) 10x 10l surface disinfectant cleaner per month e) FFP1 Surgical Face Masks for labour and visitors on site f) Surgical Gloves per 100 in a pack g) Fumigation services when required h) Dustproof oil-splash mask/ Transparent clear mask	No	8		
			No	4		
			No	4		
			No	60		
			No	60		
			Sum	1		
			Sum	1		
			Sum	1		
			Sum	1		

SECTION 2: TOTAL CARRIED TO SUMMARY OF SCHEDULES

Item	Payment Reference	Description	Unit	Qty	Rate	Amount
					R	R

SECTION 3: DAYWORKS AND TEMPORARY WORKS

3	SANS	SECTION 3: DAYWORKS AND				
	1200A	TEMPORARY WORKS				
3.1	PSA 8.7	DAYWORKS				
		Note: To be executed on instruction of the Engineer only				
3.1.1		(i) Labour				
3.3.1.1		(a) Skilled	hr.	20		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

3.3.1.2	(b) Semi-Skilled	hr.	20		
3.3.1.3	(c) Unskilled	hr.	20		
3.3.1.4	(d) Armed guard	hr.	20		
3.1.2	(ii) Plant hire: Work rates on site				
3.1.2.1	1. Trucks				
3.1.2.1.1	(a) Tipper truck/s (size 5.5m ³)	hr.	20		
3.1.2.1.2	(b) 10m ³ (large)	hr.	20		
3.1.2.1.3	(c) Flatbed truck/s (7 ton)	hr.	20		
3.1.2.2	2. LDV/s				
3.1.2.2.1	(a) LDV (1 ton)	hr.	20		
3.1.2.3	3. Conservancy Tankers				
3.1.2.3.1	(a) Water Tankers (Capacity 8,000 litre Medium)	hr.	20		
3.1.2.4	4. Excavators				
3.1.2.4.1	(a) Crawler Excavators (Model: 27 ton Medium)	hr.	20		
3.1.2.5	5. TLB's				
3.1.2.5.1	(a) Tractor loader backhoe (Model: 416 C)	hr.	20		
3.1.2.6	6. Rollers				
3.1.2.6.1	(a) Walk behind vibrating rollers (Model: 10 ton BW 76 medium)	hr.	20		
3.1.2.7	7. Compactors				
3.1.2.7.1	(a) Walker (Model: 4hp 80 kg dry)	hr.	20		



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

3.1.2.8		8. Generators				
3.1.2.8.1		(a) 15.1KVA Diesel-driven generator set	hr.	20		
3.1.2.9		9. Compressors				
3.1.2.9.1		(a) Portable diesel compressors (Capacity: 125cfm)	hr.	20		
TOTAL CARRIED FORWARD						
Item	Payment Reference	Description	Unit	Qty	Rate	Amount
					R	R
SECTION 3: DAYWORKS AND TEMPORARY WORKS						
BROUGHT FORWARD						
3.1.2.10		10. Water pumps				
3.1.2.10.1		(a) Water pump	Week	12		
3.2	8.8	TEMPORARY WORKS				
3.2.1	8.8.2	(i) Accommodation of traffic	Sum	1		
3.2.2	8.8.3	(iii) Existing services				
3.2.2.1		(a) Supply or hire of specialist equipment for the detection of a particular service.	Sum	1		
3.2.2.2		(b) The use of equipment referred to in item (a) above.	Sum	1		
3.2.2.3		(c) Excavation by hand in all materials to expose existing services.	m³	300		
3.2.2.4		(d) Temporary Protection of services.	Sum	1		
3.2.2.5		(e) Setting out of works.	Sum	1		
SECTION 3: TOTAL CARRIED TO SUMMARY OF SCHEDULES						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

Item	Payment Reference	Description	Unit	Qty	Rate	Amount
					R	R
SECTION 4: SITE CLEARANCE						
4	SANS 1200C	SECTION 4: SITE CLEARANCE				
4.1	8.0	CLEAR SITE				
4.1.1	8.2.1	(i) Clear and grub (water line route, 2m wide) vegetation and trees of girth up to 1m).	m	1 960		
4.1.2	8.2.9	(ii) Transport materials and debris to unspecified sites and dump (Provisional).	m³.km	441		
4.1.3	8.2.10	(iii) Remove topsoil to nominal depth of 150mm and stockpile.	m³	588		
4.1.4	PSC 3.1	(iv) Roads:				
4.1.4.1		(a) Asphalt and other layers up to 150mm thick and up to 1m wide.	m²	120		
4.1.4.2	8.2.5	(b) Remove fences and store.	m	825		
4.1.4.3	8.2.8	(c)Remove masonry walls and palisade fences.	m	165		
SECTION 4: TOTAL CARRIED TO SUMMARY OF SCHEDULES						

Item	Payment Reference	Description	Unit	Quantity	Rate	Amount
					R	R
SECTION 5:EARTHWORKS FOR PIPE TRENCHES						
5	SANS 1200DB	SECTION 5: EARTHWORKS FOR PIPE TRENCHES				
5.1	8.3.2	EXCAVATION				
5.1.1	8.3.2 (a)	(a) Excavate in all materials for trenches for 75mm, 90mm,110mm,160mm and 200mm diameter pipes, backfill, compact, and dispose of surplus / unsuitable material for the following depths.				
5.1.1.1	8.3.2(a)	(i) Over 0 m and up to 1.0 m	m	1568		
5.1.1.2	8.3.2(a)	(ii) Over 1,0 m and up to 1,5 m	m	392		
5.1.1.3	8.3.2(a)	(iii) Over 1,5 m and up to 2,0 m	m	0		R.O



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

5.1.1.4	8.3.2(a)	(iv) Over 2,0m up to 3,0m	m	0		R.O
5.1.1.5	8.3.2(a)	(v) Over 3.0m up to 4.0m	m	0		R.O
		(vi) Over 4.0m up to 10m	m	0		R.O
5.1.2	8.3.2(b)	(b) Extra-over items 5.1.1.1 to 5.1.1.4 for				
5.1.2.1		(i) Intermediate excavation	m ³	431		
5.1.2.2		(ii) Hard rock excavation (including non-explosives or blasting).	m ³	162		
5.1.3	8.3.2(c)	(c) Excavate and dispose of unsuitable material from trench bottom (Provisional).	m ³	59		
5.2	8.3.3	EXCAVATION ANCILLARIES				
5.2.1	8.3.3.1	(a) Make up deficiency in backfill material (Provisional.)				
5.2.1.1	8.3.3.1(a)	(i) From other necessary excavations on site.	m ³	474		
5.2.1.2	8.3.3.1(c)	(ii) by importation from commercial sources or off-site sources selected by Contractor	m ³	119		
5.2.2	8.3.3.3	(b) Compaction in road reserves	m ³	48		
5.2.3	8.3.4 (a)	(c) Shore trench opposite structure or service (Provisional).	m	20		
5.2.4	8.3.5	Existing services that intersect or adjoin a pipe trench				
5.2.4.1	8.3.5(a)	(a) Services that intersect a trench	m	50		
5.2.4.2	8.3.5(b)	(b) Services that adjoin a trench	m	250		
5.3	8.3.6	FINISHES				
5.3.1	8.3.6.1	Permanent reinstatement of roads by the contractor.	m ²	250		
TOTAL CARRIED FORWARD						

Item		Description	Unit	Qty	Rate	Amount
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120
GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

	Payment Reference				R	R
TOTAL BROUGHT FORWARD						R -
5.3.2	8.3.6.1	Reinstatement of roads including the supply and installation of hydro fill for reinstatement of road crossings, 300mm thick.	m ²	0		R.O
5.3.3	PSDB 8.3.6.5	Reinstatement of fences	m	825		
5.3.4	PSC 8.2.13	Reinstatement of masonry walls and palisade fences.	m	165		
SECTION 5: TOTAL CARRIED TO SUMMARY OF SCHEDULES						

Item	Payment Reference	Description	Unit	Qty	Rate	Amount
					R	R
SECTION 6: BEDDING (PIPES)						
6	SANS 1200LB	SECTION 6: BEDDING (PIPES)				
6.1	8.2.1	PROVISION OF BEDDING FROM TRENCH EXCAVATION				
6.1.1		(a) Selected granular material	m³	461		
6.1.2		(b) Selected fill	m³	308		
6.2	8.2.2.3	FROM APPROVED COMMERCIAL SOURCES (Provincial)				
6.2.1		(a) Selected granular material	m³	115		
6.2.2		(b) Selected fill	m³	77		
6.2.3	PSLB 8.2.2.3	(c) 19mm Crushed stone bedding	m³			Rate only
6.3	8.2.3	CONCRETE BEDDING 30MPa/19mm	m³			Rate only
SECTION 6: TOTAL CARRIED TO SUMMARY OF SCHEDULES						

STANDERTON EXTENSION 8 INTERNAL WATER SERVICES						
ITEM NO.	PAYMENT REFER	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)

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Contractor

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**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
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7	SABS 1200L	SCHEDULE L : MEDIUM PRESSURE PIPELINES				
7.1	8.2.1	PIPELINE Supply, handle, bed, lay, joint, disinfect, test on Class B bedding the following class 9 high impact uPVC pipes with denso-wrapped vitaulic couplings to SABS 966 as detailed in the project specification: a) 75mm nominal diameter b) 90mm nominal diameter c) 110mm nominal diameter d) 160mm nominal diameter	m	763		
			m	488		
			m	258		
			m	373		
		e) 200mm nominal diameter	m	78		
		f) 315mm nominal diameter	m	0		Rate Only
7.2		SPECIALS AND FITTINGS Supply, lay, bed, including cut pipes to length where required, disinfect, test and including jointing the the following extra over items for pipelaying: <u>(i) uPVC Plain-ended bends for the following diameters and angles - Class 12</u> - 75mm Dia: a) 11.25 degrees b) 22.5 degrees c) 45 degrees d) 90 degrees 90mm Dia: a) 11.25 degrees b) 22.5 degrees c) 45 degrees d) 90 degrees	No.	4		
			No.	6		
			No.	9		
			No.	3		
			No.	4		
			No.	6		
			No.	9		
			No.	3		



Contractor



Witness 1



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Employer



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		110mm Dia: a) 11.25 degrees b) 22.5 degrees c) 45 degrees d) 90 degrees 160mm Dia: a) 11.25 degrees b) 22.5 degrees c) 45 degrees d) 90 degrees 200mm Dia: a) 11.25 degrees b) 22.5 degrees	No.	2		
			No.	2		
			No.	2		
			No.	2		
			No.	2		
			No.	2		
			No.	2		
			No.	0		Rate Only
			No.	0		Rate Only
		c) 45 degrees	No.	0		Rate Only
		d) 90 degrees	No.	0		Rate Only
		315mm Dia:				
		a) 11.25 degrees	No.	0		Rate Only
		b) 22.5 degrees	No.	0		Rate Only
		c) 45 degrees	No.	0		Rate Only
		d) 90 degrees	No.	0		Rate Only
		(ii) Plain ended Tees to SABS 719 as detailed in the project specification and drawings :				
		a) 75mm x 75mm equal Tee	No.	4		
		b) 75mm x 90mm Tee	No.	2		
		c) 75mm x 110mm Tee	No.	2		
		d) 75mm x 200mm Tee	No.	2		
		e) 90mm x 90mm equal Tee	No.	2		



Contractor



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		f) 110mm x 110mm equal Tee	No.	2		
		g) 160mm x 160mm equal Tee	No.	0		Rate Only
		h) 160mm x 110mm equal Tee	No.	0		Rate Only
		i) 200mm x 110mm equal Tee	No.	3		
		(iii) Upvc Plain ended Reducers Class 16				
		a) 90mm - 75mm diameter	No.	3		
		b) 110mm - 75mm diameter	No.	3		
		c) 200mm - 75mm diameter	No.	3		
		d) 200mm - 110mm diameter	No.	3		
		(iv) Vitalic couplings rated class 9, in accordance with SABS 1283				
		a) 75mm diameter	No.	2		
		b) 90mm diameter	No.	2		
		c) 110mm diameter	No.	2		
		d) 160mm diameter	No.	2		
		e) 200mm diameter	No.	2		
		f) 315mm diameter	No.	2		
	8.2.3	Hydrants Supplying, fixing, bedding of 80mm Woodlands Fire hydrant (above ground) incl. Flanged T-piece, 90 degree elbow, and stand pipe as per Standard Drawings Extra over 5.1 for cutting and joining of pipes to length where required a) "Press on" shouldered end collars including 1 vitalic coupling for uPVC pressure pipe i) 75 mm diameter i) 90 mm diameter ii) 110 mm diameter ii) 160 mm diameter	No.	0		Rate Only
			No.	10		
			No.	10		
			No.	5		
			No.	5		



Contractor



Witness 1



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Employer



Witness 1



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7.3	PSL 8.2.17	iii) 200 mm diameter	No.			Rate Only
		iii) 315 mm diameter	No.			Rate Only
		b) Steel Flanged adaptors with victaulic ends				
		i) 75 mm diameter	No.			Rate Only
		i)90 mm diameter	No.			Rate Only
		ii) 110 mm diameter	No.			Rate Only
		iii) 160 mm diameter	No.			Rate Only
		iv) 200 mm diameter	No.			Rate Only
		iv) 315 mm diameter	No.			Rate Only
		Supply and install RSV Isolation Valves, anti-clockwise closing and rated for 16 Bar work pressure in accordance with SABS 664 for the following nominal diameter complete including valve chamber, fittings and cutting of pipes where necessary as detailed on project drawings:				
		a) 80 mm diameter - Flanged Type	No.	0		Rate Only
		b) 100 mm diameter - Flanged Type	No.	0		Rate Only
		c) 150 mm diameter - Flanged Type	No.	0		Rate Only
		d) 200 mm diameter - Flanged Type	No.			Rate Only
7.4		Supply and install Ari Air Valves , rated for 16 Bar work pressure in accordance with SABS 664 for the following nominal diameter complete including valve chamber, fittings and cutting of pipes where necessary as detailed on project drawings:				
		a) 50 mm diameter - Flanged Type	No.	0		Rate Only
7.5		Tie-in: Supply fittings complete and connect to existing Steel/Upvc pipe water mains: The rate shall include all fittings T-pieces, reducers, VJ couplings, long barrel and labour				

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**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
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		a) 100 mm diameter	Sum	0		Rate Only
		b) 150 mm diameter	Sum	0		Rate Only
		c) 200 mm diameter	Sum	0		Rate Only
TOTAL CARRIED FORWARD						
ITEM NO	PAYMENT REFER	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7.5		SCHEDULE L : MEDIUM PRESSURE PIPELINES (PAGE 2) TOTAL BROUGHT FORWARD Supply and install Scour Valves , rated for 16 Bar work pressure in accordance with SABS 664 for the following nominal diameter complete including valve chamber, fittings and cutting of pipes where necessary as detailed on project drawings:				
7.5.1		a) 75 mm diameter - Flanged Type	No.	0		Rate Only
		b) 100 mm diameter - Flanged Type	No.	0		Rate Only
7.6		Allow for any other special fittings required for repairs	sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						

Item	Description	Unit	Quantity	Rate	Amount
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**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

	Payment Reference			R	R
SECTION 8:ERF CONNECTIONS					
8	SANS 1200LF	ERF CONNECTIONS (WATER)			
8.1.1	8.2.1	Supply,Lay and Test Erf (including pipe leading up to house) Connections Complete as per Standard Detail Drawing(average length of 20m, length may differ from stand to stand, depending on house orientation).	No	159	
8.1.2	8.2.7	Supply and Install Surface Boxes Complete with flow meter and isolating valve)	No	837	
8.1.3	8.2.5	Site Testing of Meters, when ordered (Provisional)	No	837	
8.1.4		Supply and Repair damaged erf connections	No	837	
8.1.5		Retrofit houses as per the internal plumbing requirements	No	825	
8.1.6	8.2.2	Road crossings for long connections	No	419	
SECTION 8: TOTAL CARRIED TO SUMMARY OF SCHEDULES					

SUMMARY OF BILL OF QUANTITIES

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**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

	Amount (Rands)
DESCRIPTION	
SECTION 1: PRELIMINARY AND GENERAL	
SUB-TOTAL 1	
INTERNAL WATER SERVICES	
SECTION 2: PROVISIONAL SUMS AND PRIME COST ITEMS	
SECTION 3: DAYWORKS AND TEMPORARY WORKS	
SECTION 4: SITE CLEARANCE	
SECTION 5: EARTHWORKS FOR PIPE TRENCHES	
SECTION 6: BEDDING	
SECTION 7: WATER PIPELINES	
SECTION 8: ERF AND ON-PROPERTY CONNECTIONS	
SUB-TOTAL 2	
SUB-TOTAL 3(Section 1 and Section 2)	
ADD: CONTINGENCIES 10% of the Sub-total (1) above	
SUB-TOTAL 4	
ALLOW: CONTRACT PRICE ADJUSTMENT (CPA) 10% of the Sub-total above	
SUB-TOTAL 5	
ADD: VALUE ADDED TAX (VAT) 15% of the Sub-total (4) above	
TOTAL CARRIED TO FORM OF OFFER	

Contractor

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Witness 2

PART C: CONTRACT

Part C3: Scope of Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF WORKS

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

C3.1.1 Employers Objectives

This project forms part of the Lekwa Local Municipality's overall development of infrastructure within the municipality's boundaries.

This contract covers the supply of all material, labour, plant, equipment and construction of water internal reticulation mains, repairs to internal water lines, water erf connections, water component retrofitting to some houses in Standerton Extension 8.

The employer's objectives are to deliver public infrastructure using labour-intensive methods and subcontractors where possible. The project will be executed using both conventional construction methods as well as labour based methods. This is as per the program of the National Department of Public Works the Special Public Works Programme (SPWP) as the guidelines of the Expanded Public Works Programme (EPWP).

Labour-intensive works comprise the activities described in SANS 1921-5/Earthworks activities which are to be performed by hand/Labour-Intensive Specification ⁽¹⁾ and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this scope of work.

C3.1.2 Overview of the Works

The project entails remedial works and upgrading of the water reticulation system in Standerton Ext. 8. This will include

- Construction of missing reticulation lines
- Connecting some houses to reticulation mains
- Improving the performance of the water system by carrying out the following:
 - Repairing damaged reticulation lines
 - Repairing damaged erf connections
 - Installing missing meters
 - Carrying out retrofits in houses where its required
 - Educating the community on water conservation practices

C3.1.2.1 Extent of the Works

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

- Installation of 1500m of 75mm to 110mm diameter upvc missing reticulation lines
- Connection of 159 houses to reticulation mains
- Performance enhancement of the water service by carrying out the following:
 - Point repairs to damaged reticulation lines
 - Repairing damaged erf connections to 69 houses



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- Installing 837 meters to houses without meters
- Carrying out retrofits - new installations, replacements, refurbishments, repairs of indoor plumbing fixtures such as shower systems, draw offs and stop taps such as bip taps, pillar taps, mixers, sinks etc in 825 houses
- Educating the community on water conservation practices

b) Associated works

- (Accommodation of Traffic, excavation, bedding, backfilling, etc)

C3.1.2.2 Location of the Works

Location of site

The site covers the area within Standerton Ext.8 Township as shown in the Site Layout Drawing included in this document.

Incidental intrusion into private property shall not be permitted without the owner's written authority. Any such agreement reached with a private landowner (occupier) shall include the proviso that any material or equipment on that site shall remain the exclusive property of the Employer in terms of the contract.

Access to site

Standerton Ext. 8 can be accessed from the Lekwa Municipal Offices to Marais Street going East. Turn right on the three way to Van Veen Street and then turn right again to Lang Street and proceed straight up until you reach the primary school.

The GPS coordinates of the area are
26°59'7.90"S 29°12'45.83"E

C3.1.3 Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment.

Appropriate portions of the Works included in the Contract shall be executed using Labour-Intensive Construction methods.

Except where the use of plant is essential in order, in the opinion of the Engineer, to meet the specified requirements by the Due Completion Date, the Contractor shall use only hand tools and equipment in the Construction of those portion(s) of the Works that are required in terms of these Project Specifications to be constructed using Labour Intensive Construction methods.

These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Contractors key personnel as provided for in sub-clause C3.1.3 unless otherwise instructed by the Engineer and in accordance with the further provisions of the relevant sections of Part C3 of the Scope of Works.



Contractor



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Employer



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The portions of the Works to be executed using Labour Intensive Construction methods are:

- Clearing and grubbing of the site;
- Hand proving for service detection
- Laying of the 110mm to 200mm diameter uPVC 9 water pipelines
- Laying of the 25/32mm diameter HDPE Class 10 water lines
- Transportation and spoiling of all trench materials, where the disposal site is located within 20 metres of source;
- Construction of chambers
- Mixing and placing of concrete work;
- Installation of pipe markers along pipeline route

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Contractor, provided always that the construction methods adopted and plant utilised by the Contractor are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

C3.1.4 Sub-Contracting

C3.1.4.1 Contractor shall appoint such authorities and/or specialist sub-contractors and suppliers as may be designated or nominated by the Employer or the Engineer.

C3.1.4.2 The Contractor shall sub-let to local small sub-contractors appropriate portions of the works that are designated in Clause C3.1.3 as being reserved for labour intensive construction methods.

C3.1.4.3 As required by Clause 4.4.5 of the Conditions of Contract, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc. unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C3.1.4.4 The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, and provided always that the Contractor has complied fully and in all respects with the provisions of the Contract pertaining to subletting to local sub-contractors or has utilised his best endeavours to comply therewith, authorise in writing that the Contractor may employ local residents with the sole intent of executing on-the-job training of such local residents to suitable levels of skill that will enable the Contractor to sub-let appropriate portions of the Works to such local residents.

Without limiting the generality of application of this sub-clause, circumstances, which may be considered by the Engineer to warrant such authorization, include:

- a) non-receipt of valid or acceptable tenders/quotations from local sub-contractors;
- b) serious default or failure of appointed local sub-contractors;

The Engineer shall not grant such authority in cases where it may reasonably be concluded on the available evidence that the invitation of further tenders/quotations in accordance with the terms of the Contract,

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is likely to result in the successful completion of the portions of the Works concerned by local sub-contractors.

Should the Contractor, after suitable due endeavour, be unable to identify local residents suitable for and desiring to train as sub-contractors for portions of the Works as specified in Clause 3.1.4.2, then the Contractor shall be permitted to undertake the Works in question with his own workforce as provided for in Clause 3.1.3 above.

The Engineer shall monitor progress achieved with sub-contractor training, and successful completion of this training shall be subject to his approval or instruction. The Contractor shall tender rates for the training of sub-contractors and labour.

As specified in Clause C3.1.4, the Contractor shall approach the Labour Desk that is established for purposes of the Contract for assistance and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures in respect of local sub-contractors.

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C3.1.5 Construction and Management Requirements

C3.1.5.1 General

The Contractor is referred to SANS 1921: 2004 parts 1, 2, 3 and 5: 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.

C3.1.5.2 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.

C3.1.5.3 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.

C3.1.5.4 Disposal of spoil or surplus material (Read with SANS 1921 - 1: 2004 clause 4.10)

The Contractor shall dispose all surplus and unsuitable material at a legal and registered landfill sites within the Municipal area. He shall be responsible for all arrangements necessary to obtain such legal and registered landfill sites from the Municipality.

C3.1.5.6 Testing (Read with SANS 1921 – 1: 2004 clause 4.11)

• Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site 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.



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Witness 2



Employer



Witness 1



Witness 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 may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.1.5.7 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 benchmarks, 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.

C3.1.5.8 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.

C3.1.6 Programme to be supplied by the Contractor

The Contractor's programme shall be essentially in accordance with the overall requirements of the project.

The programme shall not be in the form of a bar chart only but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant and other resources are to be used, as well as the anticipated earnings for the various sections of work.

A network-based programme according to the precedence method shall be required by the Engineer. The programme shall be updated monthly in accordance with the progress made by the Contractor. The updated programme shall be submitted to the Engineer at least two working days prior to monthly meetings.

Failure to comply with these requirements will entitle the Engineer to use a programme based on his own assumptions for the purpose of evaluating claims for extension of time or additional payments.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the programme, or if the sequence of operations is altered or if the programme is deviated from in any other way, the Contractor shall, within one week of having been notified by the Engineer, submit a revised programme and network.

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time of completion as defined in Clause 5.7 of the General Conditions of Contract or any granted

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extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 9.2 of the General Conditions of Contract.

The approval by the engineer of any programme shall have no contractual significance other than the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right to the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 5.6 of the General Conditions of Contract when drawing up his programme.

Progress in advance of the programme on certain portions or phases of the Works shall not be considered adequate reason for poor progress on another portion or phase.

C3.1.7 Overhaul

Overhaul has been provided for, provisionally in this contract. Payment for overhaul on this contract shall be made on Engineer's approval only.

C3.1.8 Site Facilities Available

C3.1.8.1 Location of 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 Contractor must obtain written permission from the landowner and subsequently from the Engineer for the establishment of his camp.

(a) Contractor's Camp Site/Store Yard

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2 the following conditions shall also apply:-

- (i) None of the existing roads shall be damaged in any way.
- (ii) No waterborne sewerage facilities or potable water connection are available on the site. The Contractor shall make his own arrangements in this regard.
- (iii) It shall be the responsibility of the Contractor to make good any damage caused to the campsite area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Engineer or the owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

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C3.1.8.2 Source of Water Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all water that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection fees and consumption charges, and at his cost provide all connections, consumption meters, pipe work, storage tanks, transport and other items associated with the supply of water for the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making water available for purposes of constructing the Works.

C3.1.8.3 Source of Power Supply

The Contractor shall be responsible under the Contract for the supply and distribution at his cost of all electricity that he may require for purposes of constructing the Works. Accordingly, the Contractor shall pay all connection and consumption charges, and at his cost provide all connections, transformers, consumption meters, cables, distribution boards and other items that are associated with the supply of electricity for construction of the Works.

The Contractor shall, subject to the approval of the Engineer, make any necessary arrangements with the relevant authority for the connection(s), and shall provide in his tender for the payment of all charges and costs that are associated with making electricity available for purposes of constructing the Works. The distribution of electricity shall be in accordance with the applicable bylaws and regulations of the supply authority.

C3.1.8.4 Accommodation of Employees

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

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 campsite and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

C3.1.9 Features Requiring Special Attention

C3.1.9.1 Built-up Areas

The Contractor's attention is drawn to the fact that the Works will be constructed through residential areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public. In addition, the Contractor shall provide access for traffic over and through the works, and for residents to their places of abode, all as described in the Specifications. Allowance must be made by the Contractor in his programming for delays resulting from the aforesaid.

The Contractor shall give residents a minimum of 72 hours written notice of his intent to close access to residential stands. The Contractor shall acquire written confirmation from all owners that they are aware of any intended closures of access. No traffic access to a residential stand shall be closed for longer than 48 hours.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.9.3 Protection of Buildings and Structures

The Contractor shall give all residents or other parties owning a building or structure within an appropriate radius (not less than 100m) from any point of blasting, a minimum of 48 hours' notice of his intent to execute any blasting work.

The Contractor shall note all aspects relevant to the condition of the affected buildings and/or structures prior to blasting and shall acquire the signature of the owners/occupants agreeing to such conditions.

Subsequent to blasting, both the Contractor and the owners/occupants shall sign the form confirming the condition of the buildings and/or structures. In the event of damage to existing buildings and/or structures as a result of blasting, remedial work shall be done to the satisfaction of the owners/occupants at the Contractor's expense.

Compliance with this clause will not relieve the Contractor of any of his responsibilities in terms of the Contract.

C3.1.9.4 Care of the Site

At all times during construction of the Works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store all materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.1.9.5 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works, and for the handling of any sub-surface water that may affect the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Quantities.

C3.1.10 Management of the environment

The Contractor shall pay special attention to the following:

(a) Natural Vegetation

The Contractor shall confine his operation to as small an area of the site as may be practical for the purpose of constructing the works.

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.

(b) 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.12 Workmanship and Quality Control

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

The cost of the Contractor's supervision and process control, including all testing carried out by the Contractor, will be deemed to be included in the rates tendered for the various items of work. The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of process control testing that is to be executed. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control of the quality of the Works at all times.

Upon completion and submission of each portion of the Works to the Engineer for examination, the Contractor shall furnish the Engineer with the results of relevant tests, measurements and levels, thereby indicating compliance with the Specifications.

The Engineer will not examine or inspect any portion of work submitted for approval unless the request for inspection and approval is accompanied by relevant tests, measurements and levels indicating compliance.

C3.1.13 Samples

Materials or work that do not conform to the approved samples, submitted in terms of Clause 7.4 of the Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples for testing to ensure that the material represented by the samples meet the specification requirements.

C3.1.14 Notices, Signs, Barricades and Advertisements

Notices, signs and barricades (required in terms of Clause 8 of the Conditions of Contract) as well as advertisements may only be erected where approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another location, or to have it removed from the Site of the Works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

C3.1.15 Requirements for Accommodation of Traffic

General

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

Access to site includes a rail crossing across an operational railway line. The contractor shall be responsible for ensuring that safety is adhered to and Transnet Rail is informed of such Works prior to undertaking the construction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 Roads 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.

Basic Requirements

The travelling public shall have the right of way on public roads, 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 roads 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.

C3.1.11 Community Liaison and Community Relations

In all dealings with nearby communities and beneficiaries of the project, and in all dealings with workers employed from within such communities, the Contractor shall take due cognisance of the character, culture and circumstances of the specific community and/or any group of beneficiaries, and shall at all times use his best endeavours to avoid the development of disputes and rather to foster a spirit of co-operation and harmony towards the project.

The Contractor shall at all times, keep the Engineer fully informed regarding all matters affecting or negotiated between the Contractor and the community and/or beneficiaries, and he shall attend all liaison meetings as may be arranged by the Engineer and/or the Employer. All matters concerning the community and/or beneficiaries shall be discussed and where possible, resolved at such meetings.

Where any resolution during such negotiations or at such meetings shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his tendered rates and prices and/or that a delay in the progress of the Works will result, he shall be entitled to submit a claim in terms of Clause 10 of the Conditions of Contract, provided always that the period of twenty-eight (28) days referred to in Clause 10 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.16 Open Trenches

Trenches may not be left open during the builder's holidays and shall be safe-guarded at all times from danger to the public. Safe trench-crossings shall be provided at all intersections with accesses to properties and with public roads and paths. The length of trench left open at any one time may be restricted by the Engineer, should he consider such restriction to be in the interest of public safety.

C3.1.17 Statutory Regulations

The statutory requirement of the Occupational Health and Safety Act, Act 85 of 1993 (referred to as the Act below), and all regulations promulgated there under as well as the other relevant acts must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (d) The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- (e) The Contractor shall sign the agreement bound into Section C1.2 of this document.

The Contractor shall comply with all the conditions of the Record of Decision in terms of Section 22(3) of the Environmental Conservation Act, 1989.

A time-related and a fixed-charge item have been provided in Section 1 and Section 2 of the Schedule of Quantities. The contractor shall allow for all obligations imposed by the Environmental Management Plan including the appointment of an environmental manager/control officer.

C3.1.18 Safety

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations there under, the Contractor shall at his own expense (except only where specific provision (if any) is made in the contract for the reimbursement to the Contractor in respect of particular items), provide the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
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- (a) The Principal Contractor must do a Risk Assessment and compile an OHS Plan to be evaluated and approved by the Safety Agent prior to commencement of Construction.
- (b) The Contractor must ensure that regular safety meetings be held, and that the minutes of such meetings be kept in a Safety File, which must be available on site at all times.
- (c) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (d) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (e) Implement on the site of the works, such procedures and systems and keep all records as may be required, to ensure compliance with the requirements of the Act at all times;
- (f) Implement all necessary measures to ensure compliance with the Act by all sub-contractors engaged by the Contractor and their employees engaged on the works;
- (g) Full compliance with all other requirements pertaining to safety as may be specified in the Contract (Also refer to Notice to Tenderers).

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act.

For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require. Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of clause 5.11 of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of clause 5.13.1 of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of subclause 9.2.1 of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said clause 9.2."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In addition to all above safety related requirements the Contractor shall take cognisance of the requirements of the Construction Regulations and OHS Specifications.

C3.1.19 Safety Officer and Covid Officer

OHS must be provided.

The Contractor is required to ensure compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations, in particular the Construction Regulations 2014, to appoint a Health and Safety Officer for the works.

The safety officer shall have a sound knowledge of the Occupational health and Safety Act. He shall preferably have completed the Safety Management Training Course (SAMTRAC) presented by NOSA. He shall also be registered as a Construction Health and Safety office with a recognised Statutory Body. The Contractor shall submit details of the proposed personnel.

The Contractor is also required to appoint one of the employees on site as a Covid Officer

C3.1.20 Source of Material/Borrow pit

The contractor will be held responsible for locating legal, licenced and approved sources of all materials complying with the relevant minimum requirements to be used in this contract. No separate payment shall be made for this, as all costs related thereto shall be deemed to be covered by the tendered rates.

Where possible materials manufactured or produced locally shall be procured to promote local enterprise.

C3.1.21 Photographic Record

Prior to the commencement of the work, and during the contract period, a photographic record shall be made of all existing stands and structures to be affected by the construction activities and forwarded to the Engineer prior to the commencement of Works.

Provision has been made in the Schedule of Quantities for this item.

C3.2 ENGINEERING

C3.2.1 Design

- The Employer is responsible for the design of the Permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the Temporary Works and their compatibility with the permanent Works
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the As – Built drawings

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2.2 Employer's Design

The Employer has designed the permanent works included in this contract. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in clause 05 of the Standard Specifications.

C3.2.3 Drawings

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

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

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

C2.3.1.1 Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required."

The Drawings prepared by the Employer for the permanent Works are listed below and bound in the tender document. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

	DRAWING NO.	DRAWING DESCRIPTION
1	12247-LOC-001	Project Area Locality Plan
2	12247-WAT-LAY-001	Internal Water Services General Layout Plan
3	12247-WAT-305	Erf and On-Property Water Remedial Works - Layout Plan Sheet 1 of 3
4	12247-WAT-305A	Erf and On-Property Water Remedial Works - Layout Plan Sheet 2 of 3
5	12247-WAT-305B	Erf and On-Property Water Remedial Works - Layout Plan Sheet 3 of 3
6	12247-WAT-306	Water Remedial Works - Retrofittings Layout Plan Sheet 1 of 3
7	12247-WAT-306A	Water Remedial Works - Retrofittings Layout Plan Sheet 2 of 3
8	12247-WAT-306B	Water Remedial Works - Retrofittings Layout Plan Sheet 3 of 3
9	12247-STD-702	Typical Bedding
10	12247-STD-704	Typical Water Erf Connection Details
12	12247-STD-708	Contract name board - Water



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.3 PROCUREMENT

C3.3.1 Restriction of the Utilisation of Personnel in the Permanent Employment of the Contractor

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the labour desk that will be established for the project in consultation with the various communities that are established in proximity to the Works or which will be allocated within the development.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of clause 1.1.1.14 of GCC 2015, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Part T2 of this document, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

"Key personnel" means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, welders, shutter hands and the like, and all other personnel in the permanent employ of the Contractor or his sub-contractors who possess special skills, and/or who play key roles within the Contractor's or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ.

Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- (a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works provided always that the Contractor has satisfied the Engineer that he has exercised his best endeavors and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources as contemplated above.
- (b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;
- (c) Any other circumstances which the Engineer may deem as constituting a warrant.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.3.2 Provision of Temporary Workforce for the Contract

The Contractor shall employ labour from the local community through the CLO except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2015.

Although the Contractor shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance. The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee employed by the Contractor. The successful tenderer shall liaise with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor the following if necessary:

a) A Community Liaison Officer (CLO) for liaison with the recipient community for labour recruitment

The CLO shall attend all site and other meetings concerning the project. Only one CLO shall be appointed per project. If the project spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager together with the Engineer, will interview prospective appointees and in their discretion appoint such CLO.

Notwithstanding the above, if the vastness of the project requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for in paragraph bill of quantities.

Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Municipality/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.

The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

A contract of employment or subcontract should be signed between the Contractor and each of his employees or sub-contractors, as the case may be. Likewise, contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions.

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times
- Company policy regarding Rain time
- Sickness and absenteeism
- Disciplinary matters
- Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued
- Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4 CONSTRUCTION

C3.4.1 Standard Specifications

C3.4.1.1 The Standard specification, are carried out strictly in accordance with SANS 1200 - "Standard Specification for Civil Engineering Construction" as approved by the Council of the South African National Standards.

C3.4.1.2 For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

The Standard Specifications for all associated civil work applicable to this Contract shall be:

SANS	Description
28	: Metal ties for cavity walls (1986)
227	: Burnt clay masonry units (2007)
282	: Bending dimensions and scheduling of steel reinforcement for concrete (2004)
523	: Limes for use in building (2007)
558	: Cast iron surface boxes and manhole and inspection covers and frames (1973)
920	: Steel bars for concrete reinforcement (2005)
1024	: Welded steel fabric for reinforcement of concrete (2006)
1083	: Aggregates from natural sources - Aggregates for concrete (2006)
1090	: Aggregates from natural sources - Fine aggregates for plaster and mortar (2002)
1200 A:	General (1986)
1200 AB	: Engineer's office (1986)
1200 C:	Site clearance (1980)
1200 D:	Earthworks (1988)
1200 DB	: Earthworks (Pipe trenches) (1989)
1200 DK	: Gabions and Pitching (1996)
1200 G	: Concrete (Structural) (1982)
1200 GA	: Concrete (Small works) (1982)
1200 GE	: Precast Concrete (1984)
1200 L:	Medium-pressure pipe lines (1983)
1200 LB	: Bedding (Pipes) (1983)
1200 LC	: Cable ducts (1981)
1200 LF	: Erf connection (water) (1983)
1200 LG	: Pipe jacking (1983)
1200 DM	: Earthworks (Roads,Subgrade) (1981)
1200 LD	: Sewers (1982)
1491-1	: Portland cement extenders Part 1: Ground granulated blast-furnace slag (2005)
1491-2	: Portland cement extenders Part 2: Fly ash (2005)



Contractor



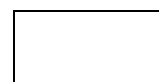
Witness 1



Witness 2



Employer



Witness 1



Witness 2

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1491-3 : Portland cement extenders Part 3: Silica fume (2005)
1882 : Polymer concrete surface boxes, manhole and inspection covers, gully gratings and frames (2003)
50197-1/: Cement - Part 1: Composition, specifications and conformity criteria for common EN 197-1 cement
5831 : Presence of chlorides in aggregates
5861-2 : Concrete tests - Sampling of freshly mixed concrete (2006)
5862-1 : Concrete tests - Consistence of freshly mixed concrete - Slump test (2006)
5863 : Concrete tests - Compressive strength of hardened concrete (2006)
5864 : Concrete tests - Compressive strength of hardened concrete (2006)
5865 : Concrete tests - The drilling, preparation, and testing for compressive strength of cores taken from hardened concrete (1994)
0268-1 : Welding of thermoplastics – Welding Processes
1476:2009: Fabricated flanged steel pipework

Reference is made to certain provisions of:

SANS 1921-5 Construction and management requirements for works contracts: Earthworks activities which are to be performed by hand

SANS 1914-5 Targeted construction procurement: Participation of targeted labour

All the above specifications are not issued with this volume but are available at the Contractor's expense from: Standards South Africa,

These Specifications are not issued with this volume but are available at the Contractor's expense from Standards South Africa:

Physical Address	Postal Address	Telephone No.	Fax No.	Email Address
1 Dr Lategan Road, Groenkloof PRETORIA	Private Bag X191 PRETORIA 0001	012 428-7911	012 344 1568	sales@sabs.co.za

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

wherever they appear. For "maintenance period" read "Defects Liability Period in terms of Clause 1.1.1.13 of the General Conditions of Contract, 2015" wherever it appears

C3.4.1.3 The term "project specifications" appearing in any of the SANS 1200 standardised specifications must be replaced with the terms "scope of work".

C3.4.1.4 References from, and variations and additions to the Standard Specifications and Particular Specifications are included in section **C3.4.2**.

C3.4.2 Variations and Additions to Standard and Particular Specifications

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of section C3.4.2 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.

The following Particular Specifications for work not covered by the SANS 1200 Standardized Specifications are also included hereunder:

Particular Specification for Occupational Health and Safety Specifications for Principal Contractors and Contractors for Construction Works

C3.4.3 EPWP labour intensive specification

C3.4.3.1 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period of 18 months of project duration, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period of 18 months of project duration to be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period of 18 months of project duration be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	Any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

C3.4.3.2 Employment of unskilled and semi-skilled workers in labour-intensive works

C3.4.3.2.1 Requirements for the sourcing and engagement of labour

- Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate of pay set for the EPWP for the use of local labour is set at a minimum of R145.00 per day.
- Tasks established by the contractor must be such that:
 - the average worker completes 5 tasks per week in 40 hours or less; and,
 - the weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of C3.4.3.2.1
- The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - where the head of the household has less than a primary school education;
 - that has less than one full time person earning an income;
 - where subsistence agriculture is the source of income.
 - those who are not in receipt of any social security pension income

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 60 % women;
- b) 20% youth who are between the ages of 18 and 35; and
- c) 2% on persons with disabilities.

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.

Contract participation goals

The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

C3.4.3.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

C3.4.3.5 Variations to SANS 1914-5

1. The definition for net amount shall be amended as follows:

Financial value of the contract upon completion, exclusive of any value added tax or sales tax, which the law requires the employer to pay the contractor.

The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

C3.4.3.6 Training of targeted labour

- a. The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b. The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible.

The contractor, must access this training by informing the relevant provincial office of the

GSDM discourages fraud and corruption.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
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Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

- c. A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.
- d. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
- e. The contractor shall do nothing to dissuade targeted labour from participating in training programs.
- f. An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of C3.4.3.6.2 above.
- g. Proof of compliance with the requirements of items above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C3: Scope of Work

Particular Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.4.4 AMENDMENTS TO THE STANDARD SPECIFICATIONS

INTRODUCTION

In certain clauses the standard, standardized and particular specifications allow 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 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 PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. 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 PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.

PSA 2: INTERPRETATIONS

PSA 2.3: Definitions

(a) General

Add the following definitions:

General Conditions: The General Conditions of Contract specified for use with this Contract and the Special Conditions of Contract.

Specified: As specified in the Standardized Specifications, the Drawings or Project specifications.

(c) Measurement and Payment:

Replace the definitions for fixed charge, time-related and value-related charge, with the following:

Fixed charge: A charge that is not subject to adjustment on account of variation in value of the Contract Amount or the Contract Time of Completion.

Time-related charge: A charge, the amount of which is varied in accordance with the time for completion of the work, as adjusted in accordance with the provisions of the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Value-related charge: A charge, the amount of which is varied pro rata the final value of the measured work executed and valued, in accordance with the provisions of the contract.

PSA 3: QUALITY OF MATERIALS

PSA 3.1 Add the following:

All materials used in this Contract shall be the official SANS mark where applicable.
All materials shall be new and of the best quality available unless otherwise specified.

PSA 3.3 Ordering of Materials

The quantities set out in the Schedule of Quantities have been determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the works in accordance with the Specifications and Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from Drawings issued for tendering purposes only, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor for construction purposes.

PSA 4: PLANT

PSA4.2 CONTRACTOR'S OFFICES, STORE S AND SERVICES (Clause 4.2)

Add the following:

- a) The location of the Contractor's offices, stores and services on site shall be subject to approval by the Engineer.
- b) The Contractor's office is to include an air-conditioned facility with furniture suitable for the use during site meetings, accommodating 12 persons.
- c) The Contractor's designated site agent shall be in possession of a cellular telephone.

No additional payment is made for this service and shall be deemed to be included in the preliminary and general.

PSA 5: CONSTRUCTION

PSA 5.1: SURVEY

PSA 5.1.1: SETTING OUT OF WORKS

Substitute the first sentence of Clause 5.1.1 with the following. The engineer will provide information for setting out of the works.

Add the following:

The Contractor shall be responsible for the true and proper setting out of the Works from the basic control points shown on the Drawings or indicated by the Employer's Agent Representative on site and shall ensure the correct location of the Works in relation to such points. The Contractor has to ascertain himself of the correctness of the pegs and benchmarks in the field. Any discrepancy shall be immediately reported to the Employer's Agent Any costs arising from failure to do so, shall be the responsibility of the Contractor. The Employer's Agent may alter any part of the works to suit local conditions if necessary.

Setting out the Works will not be measured and paid for directly, and compensation for the works involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for in the various items of works included under this Contract.

PSA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS

All open excavations shall be properly demarcated with reflective tape, barricading and any other requirements that the Local Authority has.

The Contractor shall make adequate provision for the supply of temporary warning signs, barriers drums etc to the satisfaction of the Engineer for the entire duration of the contract. Road and traffic signs shall comply with the requirements of the "South African Road Traffic Manual".

PSA 5.3 Protection of Structures

Add the following provision to clause 5.3:

The contractor must contact house owners at least two weeks prior to working in close proximity to existing buildings and to inspect buildings before and after work had been completed.

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

Add the following provisions to Clause 8.3.8

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work.

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Contractor

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Employer

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As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

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

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.7 SAFETY

Add the following to this Clause:

CONTRACTOR'S RESPONSIBILITIES

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

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

The Contractor's attention is specifically drawn to the following Acts, and particularly to the relevant regulations under each Act, copies of which shall at all times be kept by him on the Site:

- The Factories, Machinery and Building Work Act (Act 22 of 1941)
- The Explosives Act (Act 26 of 1956)
- The Mines and Works Act (Act 27 of 1956)
- The Occupational Health and Safety Act (Act 85 of 1993)

The Contractor is also required to comply with the safety precautions set out in the following publications, copies of which shall also be kept by him on the Site:

- The Code of Practice relating to the safety of men in civil engineering inspection pits and small –diameter vertical shafts. (Transactions of the South African Institution of Civil Engineers, Vol. 2, No. 11, November 1960, obtaining from the Secretary, S.A. Institution of

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Contractor

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Witness 2

Employer

Witness 1

Witness 2

- Civil Engineers, PO Box 93495, Yeoville, 2143).

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

- (a) Appointment of a Construction safety officer
 - (b) Instituting a Health and safety committee in terms of Sections 17 and 18 of the OHSA)
 - (c) Appointment of Health and safety representatives (in terms of Sections 17 and 18 of the Act)
 - (d) Appointment of a Covid-19 officer
 - (e) Confirming the Contractor's position in relation to the Employer (Client) (Regulation 4)
 - (f) The Principal Contractor and Contractor (Regulation 5)
 - (f) Supervision of construction work (Regulation 6)
 - (g) Risk assessment (Regulation 7)
 - (h) Fall protection (Regulation 8)
 - (i) Structures (Regulation 9)
 - (j) Formwork and support work (Regulation 10)
 - (k) Excavation work (Regulation 11)
 - (l) Demolition work (Regulation 12)
 - (m) Tunnelling (Regulation 13)
 - (n) Scaffolding (Regulation 14)
 - (o) Suspended platforms (Regulation 15)
 - (p) Boatswain's chairs (Regulation 16)
 - (q) Material Hoists (Regulation 17)
 - (r) Batch plants (Regulation 18)
 - (s) Explosive powered tools (Regulation 19)
 - (t) Cranes (Regulation 20)
 - (u) Construction vehicles and mobile plant (Regulation 21)
 - (v) Electrical installation and machinery on construction sites (Regulation 22)
 - (w) Use of temporary storage of flammable liquids on construction sites (Regulation 23)
 - (x) Water environments (Regulation 24)
 - (y) Housekeeping on Construction sites (Regulation 25)
 - (z) Stacking and storage on construction sites (Regulation 26)
 - (aa) Fire precautions on construction sites (Regulation 27)
 - (bb) Construction welfare facilities (Regulation 28)
- i) *The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.*
- ii) *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.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

PSA 5.9 ACCOMMODATION OF TRAFFIC (New clause 5.9)

Temporary traffic signs shall be erected at all diversions.

The number and layout of the traffic signs shall comply with the Site Manual entitled "Safety at Roadwork's in Urban Areas", as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red / black border.

PSA 5.10 SITE MEETINGS

The contractor will be required to attend site meetings, normally held fortnightly, to discuss general progress, quality of work, problems, claims, payments, etc.

PSA 6: TOLERANCES

PSA 6.2 General

Add new sub clause 6.2:

No guarantee is given that the full specified tolerance will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified or then clearly not applicable all quantities for measurement and payment shall be determined from the "authorised" dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineers, without any allowances for the specified tolerances.

If the work is therefore constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, quantities will be based on the "authorised dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the "authorised" dimensions plus or minus the tolerances allowed, the Engineers may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the "authorised" dimensions, and where the actual dimensions are less than the "authorised" dimensions minus the tolerance allowed quantities for payment shall be based on the actual dimensions as constructed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 7: TESTING

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

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

The Contractor's attention is drawn to the provisions of the various sections of the Specifications regarding the minimum frequency of the testing that will be required for process control. The Contractor shall at his own discretion increase the frequency where necessary to ensure adequate control.

The Contractor shall submit to the Employer's Agent the results of all relevant tests, measurements and levels indicating compliance with the specifications on completion of every part of the work for examination.

Should the results of any of these tests fall below the required standards as specified in the specifications, the cost of any additional tests required by the Employer's Agent will be to the account of the Contractor.

PSA 7.1.1 CHECKING

Add the following:

The Contractor shall be responsible for all control testing required on the project and costs thereof will be deemed to be included in the tendered rates. This clause covers any additional or control testing as may be required by the Engineer. Any such additional testing shall be undertaken by a nominated independent person /laboratory.

PSA 7.2 APPROVED LABORATORIES

Add the following:

The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed to be an approved laboratory. All tests must be done according to the tests prescribed in the SANS 1200 under the relevant sections.

PSA 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS (SUB-CLAUSE 7.4)

Statistical control methods will not be applied under this contract



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 8: MEASUREMENT AND PAYMENT

PSA 8.1.2 PRELIMINARY AND GENERAL ITEM OR SECTION

Replace the contents of this sub-clause with the following:

The Contractors tendered sums under Items PSA 8.3 and PSA 8.4 shall collectively cover all charges for:

- Risks, costs and obligations in terms of the General Conditions of Contract and of this Standardized Specification, except to the extent that provision is made in these Project Specifications to cover compensation for any of these items of work;
- Head Office, site overheads, supervision, profit and financing costs;
- Expenses of a general nature not specifically related to any item or items of permanent or temporary work;
- Providing facilities on site for the Contractors personnel, including offices, storage facilities, workshops; ablutions, for providing services such as water, electricity, sanitation and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the Works of the facilities and the cleaning-up of the camp site on completion of the Works; and
- Providing facilities for the Engineer and his staff as specified in SANS 1200 A (if applicable) and these Project Specifications.

PSA 8.2.1: FIXED-CHARGE AND VALUE-RELATED ITEMS (Sub-clauses 8.2.1. and 8.3)

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities shall not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.3 of the General Conditions of Contract 2015, or if extension of time for the completion of the works is granted.

Payment for fixed-charged and value-related items will be done in three separate payments as follow:

40% of total cost after the Contractor has stabilised and equipped the site office and after the Employer's Agent is satisfied that a substantial start of the actual construction work has been made;

40% of total cost after 50% of the actual work (excluding material on site) has been completed and approved by the Employer's Agent;

20% of total cost on issue of practical completion certificate by Employer's Agent, according to the guidelines of the GCC (2015).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.2.2 TIME-RELATED ITEMS

Replace the contents of this sub-clause with the following:

Subject to the provisions of 8.2.3 and 8.2.4, payment under Item PSA 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

Should the Engineer grant an extension of the time for completion of the Works, the Contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the Works.

Payments for such increased amounts will be taken to be full compensation for all additional time-related Preliminary and General Costs that result from the circumstances pertaining to extension of time granted, provided always that the total of the monthly amounts so paid for the item is not more than in proportion to the progress of the Works as a whole.

If the works is completed before the end of the original time period allowed for completion of the works, the tendered amount of a time related item that is influenced by the earlier completion would be reduced similarly.

PSA 8.2.2.1: STANDING TIME COSTS DUE TO RIOT, ETC. FOR THE CONTRACTOR'S TOTAL OPERATION.

The unit for measurement shall be a working day, and a working week shall be held to consist of five working days and a working day of 9 hours, unless otherwise agreed upon.

The sum per working day tendered under this time-related item shall represent that part of the Contractor's costs for standing time of whatever nature.

This payment item will only be applicable to delays in the execution of the Works and additional costs which in the opinion of the Employer's Agent are incurred as a result of riot, commotion, politically motivated sabotage and acts of terrorism, or disorder outside the control of the Contractor.

The provision of this clause shall in no way prejudice the right of the Employer or the Contractor to terminate the Contract under the provisions of Clause 9 of the GCC (2015).

PSA 8.2.5 PRINCIPLES FOR SAFETY (NEW CLAUSE)

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

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Contractor

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Witness 1

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Employer

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Witness 1

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process.

(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 PSA 5.7 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

However, should it be necessary to appoint a dedicated Construction Safety Officer in terms of Clause PSA 5.7 on the instruction of the Inspector of the Department of Labour, as ordered by the Engineer, payment will be considered for such appointment.

b) Records and Registers,

The keeping of health and safety-related records and registers as described in PSA 5.7 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.

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS:

Replace the items with the following:

PSA 8.3.1: Fixed Preliminary and General Charges.....Unit : Sum

The sums tendered shall include full compensation for all fixed preliminary and general charges as described in SANS 1200 A sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1

PSA 8.3.1: Value-related Preliminary and General Charges.....Unit : Sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in SANS 1200 A sub-clause - 8.1.2.2 (c). Payment will be made as described in PSA 8.2.1.

PSA-8.3.2 ESTABLISHMENT OF FACILITIES ON THE SITE

PSA 8.3.2.1 Facilities for Employer's Agent

The Contractor to provide one furnished site office for the use of the Employer's Agent and his representative sage to the requirements of SANS 1200 AB 3.2 or similar approved. A monthly time-related provisional sum has been included in the Schedule of Quantities to cover the rental costs of accommodation for the Employer's Agent Representative.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

These amounts shall be payable by the Contractor to the Employer's Agent according to the provisional sums allowed and upon receipt of a tax invoice for such amounts.

The Contractor shall provide and maintain one carport with waterproof roofing for the duration of the Contract for the use of the Employer's Agent. The floor shall consist of crushed aggregate to alleviate dusty and muddy conditions or similar approved.

a) Cellular Telephone

No cellular telephone has to be provided for the Employer's Agent Representative for the duration of the contract. Measurement and payment shall only be made for the relevant time related item.

b) Name Board

Number of name boards as per Bill of Quantity will be ordered by the Contractor according to the Employer's Agent's specifications, complete with dimensions, wording and specifications as prescribed, within one month from the commencement date. The Contractor shall be responsible to transport the name board to site and to erect it at the indicated position on suitable supporting posts. The Contractor shall remove the name board completely from site after construction is completed before the last payment certificate shall be approved.

The sum tendered shall cover all costs as specified in Sub-clause 8.3.2.3 of SANS 1200 A to provide the facility as specified in Clauses PSA 8.3.2.1.

PSA 8.3.5 Cost of Survey in Terms of the Land Survey Act

Replace the items in 8.8.5 with the following:

The tendered rate shall cover all costs pertaining to setting out the works and for the provision of as-built survey data by the Contractor, showing coordinated locations and elevations for all items of construction. The Contractor will be responsible for the accuracy of the as-built survey data provided to the Engineering Representative. The as-built survey data is to be provided electronically to the Engineering Representative in a format that has been approved by the Engineer.

PSA 8.4 Scheduled Time-related Items:

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in SANS 1200 sub-clause 8.1.2.2 (c). Payment will be made as described in PSA 8.2.2.

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (i) The maintenance of his whole organization as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.

- (iv) Compliance with all general conditions and requirements, which are not specifically, measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SANS 1200:A.

The Contractor will not be paid Time-Related Preliminary and General charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

Replace the items with the following:

PSA 8.4.1 Time-related Preliminary and General Charges.....Unit: Sum

PSA 8.4.2 OPERATION AND MAINTENANCE OF FACILITIES ON SITE

The tendered sums for the fixed-charge and value related items in the P&G Section of the Schedule of Quantities would not be subject to any variation if the actual value of the work done exceeds or falls short of the accepted tendered amount within the limit stated in Clause 6.11 of the General Conditions of Contract (2015).

PSA 8.4.2.1 Facilities for Employer's Agent

a) Cellular Telephone

No cellular telephone has to be provided for the duration of the contract. However, the contractor is responsible for costs of not less than R1000.00/month all-inclusive.

b) Name boards

Name boards shall be maintained for the duration of the Contract.

c) Survey Assistants and Materials

The contractor shall provide the following survey equipment on the site from the commencement to the completion of the works, which shall also be for the use of the Employer's Agent and his representatives.

1 x 100m steel measuring tape;

Steel pegs, shovels, picks etc. which the Engineers Representative may require during the contract;

1 Theodolite with tripod and 5m staff.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

One complete Troxler test unit, with proof of recent calibration.

d) Hotel or other Accommodation or office required for the Employer's Agent Representative.

These items will include the cost of rented office accommodation and the provision of telecommunication facilities to the Employer's Agent. The Contractor will be responsible for this prime cost items to an amount not less than R6, 500.00 per month. These services will be provided to the Contractor by the Employer's Agent and will be billed in advance. These items will include all overhead costs, maintenance and insurance with respect to the provision of office accommodation and cellular- and landline telecommunication facilities. This item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

e) Administrative assistance to the Contractor

This item will entail the pension of administrative assistance to the Contractor by the Employer's Agent and will include assistance relating to the:

- Calculation and determination of project quantities;
- Compilation of construction payment certificates; and
- Copy and submission of construction payment certificate.

The Contractor will be responsible for this prime cost item to the amount of R5,000.00 per month. This item will be billed in advance and will be payable to the Employer's Agent prior to certification of the second construction payment certificate. This item will include all computer related / electronic work, facsimiles, printing and copying as well as travelling and time based work in this instance.

f) Health and Safety Inspections on Site

This item will include the provision of Health and Safety Inspections on Site by a certified Health & Safety Office under the auspices of the Employer's Agent. The Health and Safety Officer will ensure compliance the Contractor with the OHS Act and he will have the authority to stop construction work on Site will be responsible for this cost item for an amount not less than R6,500.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

g) Environmental Management Plan Audits

This item will include the provision of Environmental Management Plan (EMP) Audits on Site by an Environmental Control Officer (ECO) under the auspices of the Employer's Agent. The ECO will monitor compliance of the Contractor with the EMP and will be responsible for this cost item to the amount of not less than R10,000.00 per month. This service will be billed in advance and the item shall be payable to the Employer's Agent prior to certification of the second construction payment certificate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.9 Construction Monitoring

Construction monitoring costs will be claimed by the design engineer on a monthly basis for the duration of construction for construction monitoring services (Level 4 –Full time presence on site) rendered by the design engineer's representative (ER). The ER shall:

- a) Be full time on the project.
- b) Regularly, review samples of materials and work procedures for conformity to the contract documentation and design specifications. The ER shall review regular samples of important completed work prior to covering up, or on completion as appropriate.

The Contractor will take ultimate responsibility for quality of work and remains responsible to put in place quality control processes to control its output in terms of the design specifications and requirements whereas the design engineer will conduct inspections and acceptance testing to confirm conformance to the design specifications prior to certification of the works.

PSA 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

Add the following sub items:

(c) Additional tests

- (i) Additional land survey ordered by EngineerUnit: Provisional Sum
- (ii) Percentage charges and profit on (g) (i) Unit: %

The provisional sum provided for the cost of additional survey for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

(d) Additional tests

- (i) Provisional sum for additional tests ordered by EngineerUnit : Provisional Sum
- (ii) Percentage charges and profit on (d)(i) ...Unit: Percentage

The provisional sum provided for additional tests ordered by the Engineer shall cover the cost of acceptance control tests specifically ordered by the Engineer to his discretion and executed by an approved commercial laboratory.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) Selected Sub-Contractors

- (i) Training Consultant (Provisional)Unit: Provisional Sum
- (ii) Percentage charges and profit on (e)(i).....Unit : Percentage
- (iii) Review and approval of Health and Safety Plan...Unit : Provisional Sum
- (iv) Percentage charges and profit on (e)(iii) ...Unit : Percentage
- (v) Conduct bi-monthly Safety Audits.....Unit : Provisional Sum

The provisional sum provided for the cost of Selected Sub-Contractors for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

- (i) Provision for relocation of services or structures as directed by the engineer.....Unit: Provisional Sum
- (ii) Percentage charges and profit on (f)(i)Unit : Percentage

The provisional sum provided for the cost of repairs and refurbishments to existing water infrastructure, not damaged by the Contractor for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

- (g) Community liaison
- (i) Provisional Sum for paying Project Steering Committee members for monthly attending meetings (Provisional)Unit: Provisional Sum
- (ii) Percentage charges and profit on (d)(i)Unit : Percentage
- (iii) Community Liaison Officer.....Unit: Provisional Sum
- (vi) Percentage charges and profit on (d)(iii)Unit : Percentage

The provisional sum provided for the cost of community liaison including the cost of the project steering committee activities for the duration of the Contract. The sum shall only be expended as required and approved by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) Appointment of a Construction Health and Safety Officer

(i) Appointment of a construction Health and Safety Officer..... Unit:
Provisional sum

The stated provisional sum shall be employed to cover the cost for the appointment of a full-time or part-time dedicated Construction Health and Safety Officer as directed by an Inspector of the Department of Labour, and as ordered by the Engineer.

Should the Construction Health and Safety Officer be selected from the Contractor's own personnel, payment will only be considered for proven competence.

Additional cost claimed by the Contractor due to the additional duties of the appointee. and approved by the Engineer.

(h) General Compliance with the Environmental Management Plan

(i) Contractor's general compliance to the Environmental Management Plan.....Unit:
Sum

The sum tendered is for the Contractor's general compliance to Environmental Management Plan (EMP), the specifications for which are stated in **C3.1.17**

Failure to provide any item or comply with any instruction of the Responsible Person will be cause for non-payment of the whole sum and for ordering the cessation of works.

i) Provision for total de-establishment and re-establishment within 18 months at the instruction of the Engineer (Provisional).....Unit: Provisional Sum

The provisional sum provided for the cost of de-establishment within a 24 month period on instruction by Engineer. The sum shall only be expended as required and approved by the Engineer.

j) Provisional Sum for the provision of Personal Protective Equipment on instruction of the engineer..... Unit: Prov Sum

The provisional sum provided for provision of Personal Protective Equipment for the Engineers' use and allocation. The sum shall only be expended as required and approved by the Engineer.

PSA 8.6 PLANT OPERATIONAL AND MAINTENANCE TRAINING OVER 12 MONTHS (PROVISIONAL)

Payment for the plant operational and maintenance training at the Pump Station shall be at the tendered day work rates for the months worked in training the Pump Station permanent staff. Appointment of training facilitators by the Contractor shall only be made on approval by the Engineer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

a) Instrumentation TechnicianUnit:Month

i) Handling Costs and profit in respect of sub item (a).....Unit: %

b) FitterUnit: Month

i) Handling Costs and profit in respect of sub item.....Unit: %

c) Technical Operator.....Unit: Month

i) Handling Costs and profit in respect of sub item.....Unit: %

**PSA8.6 PROVISIONAL SUM FOR THE PROVISION OF TECHNICAL SUPPORT ON
SITE/CONSTRUCTION MONITORING TO ASSIST THE CONTRACTOR**

(a) Generic Skills

(i) Training Costs..... ..Unit: Prov Sum

(ii) Handling cost and profit in respect of sub-item.....Unit: %

(b) Appointment of local student trainees for the duration of the contract....Unit: Prov Sum

(i) Management and Support costs and profit in respect of sub-item...Unit: %

Expenditure under items (a)(i) and (b) shall be made in accordance Clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage under items (a)(ii) and (b)(i) shall include full compensation for the handling costs of the Contractor and the profit in connection with his duties.

PSA 8.8.2 Accommodation of Traffic.....Unit: Lump sum

Add the following to 8.8.2

The rate shall cover all costs pertaining to the provision, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. as required for the guarding and protection of the Works as well as all other costs to accommodate the traffic during construction.

PSA 8.8.5 Cost of Survey in Terms of the Land Survey Act

Replace the items in 8.8.5 with the following:

The tendered rate shall cover all costs pertaining to the provision of as-built survey data by the Contractor, showing coordinated locations and elevations for all items of construction. The Contractor will be responsible for the accuracy of the as-built survey data provided to the Engineering Representative. The as-built survey data is to be provided electronically to the Engineering Representative in a format that has been approved by the Engineer.

PSA 9.1 SUBMIT DETAIL AS-BUILT DRAWINGS OF EXISTING SERVICES AND ADJUSTMENTS TO CONSTRUCTION DRAWINGS

The Contractor will be responsible for the submission of all as-built drawings of all existing services intersecting pipeline trenches as well as any applicable adjustments to the construction drawings. The lump sum tendered shall include full compensation for all information in the possession of the contractor as required above in order to complete the as-built drawings must be submitted to the Employer's Agent Representative before a certificate of completion will be issued for the works.

PSA 9.2 DETAILED SETTING OUT OF THE WORK

The contractor will ensure that all the works be set out from existing survey beacons by a registered surveyor. The sum tendered shall be regarded as inclusive of all related survey work on site.

The Employer's Agent will provide survey beacons (of adequate type and in sufficient quantity) as bench marks. From information provided on drawings issued by the Employer's Agent, the Contractor shall be responsible to provide all positions and levels, of all intermediate points required for proper control of the works.

As bench marks may be disturbed during the execution of the works, all levels and setting out pegs shall be referred to at least two bench marks. The contractor will ensure that all works are set out from existing survey beacons by a professional registered land surveyor. The setting out data, including the elevation (obtain x, y, z coordinates) from these pegs shall be submitted to the Employer's Agent evaluate final natural ground levels (NGL) prior to the commencement of excavations. In the case of deviation from the original pipe route for whatever reason, the contractor will at his own cost survey the new proposed route, and submit the data to the Employer's Agent for approval.

Preservation and replacement of beacons and pegs will be subject to the Land Survey Act, 1927 (Act No 9 of 1927).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 9.3 Adjusted Payment for Time-Related Items

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

Sum of Tendered amounts for:

$$\text{Time Related Items} \times \frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$$

*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

PSA 9.4 COMPILE AND SUBMIT HEALTH AND SAFETY PLAN

The lump sum tendered shall include full compensation for the provision and maintenance of a Health and Safety Plan, risk assessment, permit applications and notifications as called for in the Act and Regulations.

Eighty percent (80%) of this amount will be paid when an approved Health and Safety Plan has been achieved. A further 10% will be paid when the value of work certified by the Employer's Agent exceeds one half of the tender price and the remaining 10% will be payable upon issue of a completion certificate.

PSA 9.5 Compliance with OHS Act and Regulations

(Including the Construction Regulations 2014).....Unit: Sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract inter alia of the following:

- Provision and maintenance of Health & Safety File;
- Provision of construction supervisors and safety officers;
- Health and Safety training for employees and subs;
- Provision of protective clothing;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Provision of safety fences, signs and barricades; and
- Scheduling of monthly safety meetings and providing monthly reports accordingly, etc.

This sum will be paid to the contractor in equal monthly amounts subject to proper/substantial compliance.

PSA 9.6 ACCOMMODATION OF TRAFFIC (Clause 8.8.2)

Where the new works interferes with the existing roads, the Contractor shall construct these sections of the works under traffic. The work will involve catering for the safe and easy passage of public traffic in all weather, both day and night for the full traffic control and signposting. The Contractor may alternatively make his own arrangement for detours to be constructed, all subject to the Engineers approval.

Add the following after the first paragraph:

“All temporary road signs, devices, sequences, layouts and spacing shall comply with the requirements of the Road Traffic Act, 1996 (Act 93 of 1996), the National Road Traffic Regulations, 2000, the South African Road Traffic Signs Manual and the requirements of the relevant road authority. All temporary traffic control facilities shall also comply with the guidelines set in SA Road Traffic Signs Manual, Volume 2, Chapter 13: Road works Signing, (SARTSM, June 1999, obtainable from the Government Printer, Pretoria)”

PSA 9.7 CONTROL OF WATER

The Contractors are warned that the water table might be high due to the location of the construction site, fact that this site is situated in a high rainfall area and considering that the construction period may run into rainy season.

The Contractor shall at all times and in all respects be responsible for the handling of stormwater from higher-laying areas above the Works and for the handling of any sub-surface water especially in excavations for terraces and trenches that may affect the Works and for the handling of all spoiled water when disconnecting existing water connections or valves. All payments to be made in this regard and all costs related thereto, shall be deemed to be included in the relevant items that are included in the Schedule of Quantities.

SANS 1200 AB: ENGINEER'S OFFICE

PSAB 1: NAMEBOARDS (Clause 3.1)

Substitute the first paragraph of Clause 3.1 with the following.

The Contractor must supply and erect one name board at an approved site, and shall comply as regards site, painting and details municipalities standard name board. A sample is attached as Appendix 1

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSAB 2: SURVEY ASSISTANTS (Clause 5.5)

Substitute "two or more suitable educated survey labourers" in this paragraph with "one semi-skilled labourer".

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 4 hours (non-consecutive) per week.

PSAB 3: SURVEY EQUIPMENT

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed.

- a) One automatic level plus tripod,
- b) One level staff, all graduated metrically and
- c) One 5m and one 25m-tape measure.

The above-mentioned equipment may, by arrangement be shared between the Contractor and the Engineer's Representative. The Contractor shall keep the equipment insured against any loss; damage or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard.

PSAB 8.2 MEASUREMENT AND PAYMENT

PSAB 8.2.3 SurveyAssistant(New Clause).....hrs

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative. No payment shall be made for the survey equipment all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities. No payment shall be made for the survey equipment or survey assistant and all costs shall be deemed to be covered by the rates tendered for the Contractor's facilities.

SANS 1200 C: SITE CLEARANCE

PSC 1 MATERIALS

PSC 1.1 DISPOSAL OF MATERIALS (Sub-clause 3.1)

All surplus material shall be dumped, levelled and spread at the areas, as indicated by the Engineer during the Site Inspection. All haul will be measured as freehaul.

PSC 2 CUTTING OF TREES (Sub-clause 5.2)

PSC 2.1 INDIVIDUAL TREES (Sub-clause 5.2)

The minimum penalty shall be R5 000, 00 per tree.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSC 3 CLEARING (Sub-clause 5.3 and 8.2.1)

(a) The width or area to be cleared shall be the width or area required by the Contractor for excavation, stockpiling of excavated material and construction activities, subject to the prior approval of the Engineer.

(b) No structures, buildings, huts or other man-made obstructions shall be cleared without the written consent of the Engineer.

The Contractor shall, if required, leave undamaged all obstructions and vegetation further than 2 m from the pipe centre line and 5 meters from a structure. Where obstructions and trees are closer than the aforementioned distances the Engineer shall direct whether these are to be removed or not. In the latter case the Engineer shall decide on the additional compensation (if any) due to the Contractor for not disturbing the obstruction.

(c) All fencing materials shall be preserved for subsequent re-erection to the original standard by the Contractor. All damaged materials shall be replaced by the Contractor at his own cost. Items have been provided in the Bill of Quantity for planned removal and reinstatement of fences.

SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

PSDB 1 DISPOSAL OF EXCAVATED MATERIAL (SUB-CLAUSE 5.2.2.3)

PSDB 1.1

All surplus material from excavations for pipework shall be removed from the site, dumped, levelled and spread at the areas as indicated by the Engineer.

PSDB 1.2

The Contractor will be required to do all soft excavations shallower than 1,0m by hand using as much labour as possible from this region. Liaison officer to assist with labour and sub-contractor negotiations and appointments. Under no circumstances will the Contractor be allowed to do excavations by machine at a depth shallower than 1,0m unless specifically agreed with the Engineer.

PSDB 2 TAKING AND TESTING OF SAMPLES (SUB-CLAUSE 7.2)

PSDB 2.1

Determination of the standard of compaction achieved shall be carried out in accordance with standard methods of testing materials of the Department of Transport, Division of National Roads, and Republic of South Africa.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSDB 3 PROTECTION OF EXISTING SERVICES (Sub-clause 5.1.2.5)

Before excavation commences, the Contractor shall expose all existing services adjacent to or crossing the specific trenches for inspection by the Engineer. The Contractor will allow 24 hours for any adjustments of the design by the Engineer.

The Contractor will be responsible for the protection of services indicate on the drawings as well as those that could reasonably have been foreseen by the Contractor. Any payments required for a service damaged by the Contractor through a lack of diligent care would be for the Contractor's account.

The Client reserves the right to pay moneys due for such damage, and to subtract these from the Contractor's next payment certificate.

PSDB 5 CONSTRUCTION

PSDB 5.1 SAFETY AND TRAFFIC CONTROL (CLAUSE D5.1.1 AND D5.1.6)

The Contractor shall control the access by the general public to the Site in collaboration with and as approved by the Engineer.

Where trenches cross roads, the Contractor shall arrange his work so that at least one free flowing traffic lane is available at all times and he shall direct traffic at such points until the full roadway has been reinstated. No excavations across roads shall be left open at night and access to private property shall be maintained at all times.

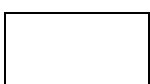
PSDB 5.2 DETECTION, LOCATION AND EXPOSURE OF SERVICES (CLAUSE D5.1.2.2)

If existing services are not indicated on the Drawings, the Contractor shall inform the Engineer of the lack of data concerning existing services and he shall request the Engineer to point out known existing services, before commencing excavation. Should the Contractor fail to do so, he shall rectify and repair any damaged services at his own expense.

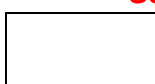
PSDB 6 REINSTATE EXISTING SURFACES

a) Road Surfaces (Gravel and asphalt)

Where excavations for pipe trenches across existing paved roads are specified by the Engineer the Contractor shall stockpile the existing base and sub-base materials. If necessary the Contractor will be required to supplement the material lost during excavation. The material within 300 mm under the finished road level must be stabilized with 3 % cement and compacted to 97% mod. AASHTO density.



Contractor



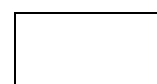
Witness 1



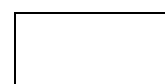
Witness 2



Employer



Witness 1



Witness 2

b) Concrete Surfaces

The Contractor shall repair all concrete surfaces to the original line, depth and level with surface finishes and concrete classes at least to the standard of the existing surfaces.

c) Paving

The contractor shall repair all existing paving to the original line and level and surface finishes at least to the standard of the existing finishes and with the same or similar paving.

The Contractor shall remove the existing pavement bricks, clean and stack them for re-use when repairing the paving. Compaction under the paving will be measured under compaction in road reserves and procedures should comply with SANS 1200 DB 5.6.2 and 5.7.2.

PSDB 7 BACKFILLING

PSDB 7.1 DISPOSAL OF SOFT EXCAVATION MATERIAL (Sub-clause 5.6.3)

When it is not possible to dispose of all surplus excavated materials as specified, the surplus shall be transported to an approved site. Written permission should be obtained should material not be spoiled within the free-haul distance.

PSDB 8 MEASUREMENT AND PAYMENT FOR COMPACTION IN ROAD RESERVES

(Sub clause.8.3.3.3)

All trenches across the road reserve will be considered to be subjected to traffic loads unless otherwise instructed by the Engineer.

PSG CONCRETE STRUCTURAL

PSG 3 MATERIALS

PSG 3.2 CEMENT

PSG 3.2.2 Alternative types of cement

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“Only sulphate resistant cement shall be used on this project.

If the Contractor wishes to use any other type of cement, he shall obtain the Engineer,s prior written approval (see 8.1 .3 .2 and 8.1.3.3.) The tendered rates, however, shall be based on the use of sulphate resistant cement only”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG 3.2.3 Storage of cement

ADD THE FOLLOWING:

“Cement shall not be store for longer than 12 weeks without the Engineers permission”.

PSG 3.4 AGGREGATES

ADD THE FOLLOWING SUBCLUASE:

PSG 3.4.4 Aggregate of dolomatic origin

All aggregates for structural concrete, manholes, pipe encasement, pipe bedding cradles, mass filling, etc. shall be of dolomatic origin. The quantity of insoluble matter in respect of concrete made with aggregates of dolomatic origin, determined according to the method

described in SANS 677, Appendix C, shall not be more than 15%.

PSG 4 PLANT

PSG 4.1 GENERAL

ADD THE FOLLOWING SUBCLAUSE

PSG 4.1.1 Minimum Plant

The contractor shall have the following minimum Plant available and in sound working order:

- (a) Two concrete mixers, each of sufficient capacity to complete a section off the wall between horizontal construction joints within 4 hours and without interruption;
- (b) Two concrete vibrators, at least one of which shall be powered by an internal combustion engine;
- (c) One air compressor;
- (d) Storage tanks at the water carts or trucks are adequate capacity to ensure that sufficient water will be available before commencement of every major concrete-placing operation.

If the Plant used for placing concrete for the structure of electrically or mechanically powered, the Contractors shall also provide some other approved, non- electrically powered standby means for placing concrete at an adequate rate in the event of a power or mechanical failure of the main Plant.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

When the Contractor elects to place a crane inside the walls of the structure during the construction period, shall communicate with the Engineer in good time to ensure that the design and layout of the panels that form the roof slabs and floor allow for such positioning of the crane. When sections of the roof and floor have to be redesigned to accommodate the crane, the redesigned cost shall be borne by the Contractor.

PSG 4.5 FORMWORK

PSG 4.5.1 Design

ADD THE FOLLOWING:

All form work with scaffolding required for any part the works shall be designed by the Contractor, and before commencing with the erection of any formwork or scaffolding, the Contractor shall submit the methods he proposes to use to the Engineer for approval. The Engineer has the authority to order alterations to the design or the sizes of any part of the formwork or scaffolding. The Contractor shall check the safety and suitability of all such alterations. The fact of the Engineer has approved or altered any part of the formwork of scaffolding shall not be construed as relieving the Contractor of his responsibility with regard

to the strength and stability of the formwork or scaffolding.

PSG 4.5.3 Ties

ADD THE FOLLOWING:

“No plugs, bolts, ties or clamps of any description used to hold formwork will be allowed into the project or through the concrete unless expressly approved by the Engineer.

Only approved tie-rods consisting of solid rods (that remain embedded in the concrete) and with removable ends shall be used to hold the formwork of the walls. The removable tie-rod ends shall facilitate removal without damage to the concrete, and no permanently embedded parts of such tie-rods shall have less than 50mm of cover to the finished concrete surface.

The cavities left in the concrete when the tie-rod end cones are removed shall soundly caulked with a cement mortar to which an approved shrinkage-reducing agent has been added, and shall be neatly finished to a smooth surface uniform with that of the surrounding concrete.

The cost of supplying special tie-rods as well as the filling of the cavities left by the tie-rod cones shall be included in the rates tendered for formwork under the appropriate pay items.

On no account shall formwork be secured to reinforcing bars”.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG 5 CONSTRUCTION

PSG 5.1 REINFORCEMENT

PSG 5.1.2 Fixing

ADD THE FOLLOWING:

“The Engineer will inspect the reinforcing after it has been fixed in place, the formwork has been cleaned, cover blocks have been positioned, and before concreting commences.

Welding of reinforcing steel will not be permitted”.

PSG 5.1.3 Cover

ADD THE FOLLOWING:

“The distance between pipes in the reinforcing steel shall nowhere be less than:

- (a) 40 mm or
- (b) 5 mm plus the maximum size of the coarse aggregate, whichever is the largest

PSG 5.2 FORMWORK

PSG 5.2.5 Removal of formwork

ADD THE FOLLOWING SUBCLAUSE:

PSG 5.2.5.6 The Contractor shall make provision for the continued support of beams and slabs while the formwork is being removed and/or for that propping of beams and slabs”.

PSG 5.3 HOLES, CHASES AND FIXING BLOCKS

ADD THE FOLLOWING:

“Cover blocks for reinforcing and fixtures may be placed into the concrete provided that neither the strength nor any other desirable characteristics (such as the appearance) of the concrete section is affected or impaired in the opinion of the Engineer.

The holes or cavities left by the ferrule heads in the concrete of water-retaining structures shall be filled with an approved non-shrink grout applied strictly in accordance with the manufacturer’s specifications.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSG 5.4 PIPES AND CONDUITS

ADD THE FOLLOWING:

“All pipes passing through to concrete floors, walls or slabs shall be cast into a concrete member simultaneously with the casting of the member. Openings for pipes shall only be left in concrete members when so directed by the Engineer or when shown on the drawings. Pipes shall be installed in such openings according to the details shown on the drawings.

If water tightness is a requirement where pipes are cast into walls, floors and slabs, the Contractor shall ensure water tightness where smooth-surfaced pipes are used by using an approved method such as tape wrapping the pipes prior to casting in. The cost of such method will be deemed to be included in the rates tendered for item PSG 8.10”.

PSG 5.5 CONCRETE

PSG 5.5.1 Quality

PSG 5.5.1.5 Durability

The exposure conditions of the concrete are classified as “severe”.

PSG 5.5.1.7 Strength concrete

ADD THE FOLLOWING:

“The concrete mixes for sulphate resistant cement shall be designed by an approved laboratory for approval by the Engineer before commencement of any concrete work”.

PSG 5.5.3 Mixing

PSG 5.5.3.2 Ready-mixed concrete

ADD THE FOLLOWING:

“Ready-mixed concrete may be used on the Site. The contractor shall take samples for testing from every load delivered to the Site”.

PSG 5.5.5 Placing

ADD THE FOLLOWING SUBCLAUSE:

PSG 5.5.5.10 “Concreting of the wall between horizontal construction joints shall be carried out in both directions from a point on the wall in order to close the gap with fresh concrete”.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSG 5.5.7 Construction joints

ADD THE FOLLOWING:

“Horizontal construction joints are permitted in structure walls in positions indicated on the drawings or approved by the Engineer. Vertical construction joints in the wall are subject to the written approval of the Engineer and the cost of all such vertical or horizontal construction joints will be deemed to be included in the rates for cast-in-situ concrete. This also applies to the preparation of concrete to form construction joints in the flume walls as specified on the drawings.

The construction joints in water-retaining structure shall be made strictly in accordance with the details shown on the drawings. The joints between screeds and concrete floors shall be regarded as construction joints and the surface of the floor shall be prepared as described for construction joints.

Should the Contractor’s method of construction necessitate the placing of construction or other joint in a position not shown on the drawings, such method of construction and position of the joint shall be approved by the Engineer in writing. The cost of such joint shall be included in the tendered rates and shall include scrabbling of the concrete where steel reinforcement is continuous.

The walls shall be cast in lifts of height that permits each lift to be poured without interruption in one continuous operation during working hours.

It is the Contractor’s responsibility to ensure that construction joints are watertight. The Contractor’s proposed method for ensuring the watertightness of such joints shall be submitted to the Engineer for his approval.

For construction joints at kickers all additional costs for concrete, preparation, etc will be deemed to be included in the rates tendered for concrete in walls or sides and kicker joints or construction joints will not be measured separately”.

PSG 5.5.8 Curing and protection

ADD THE FOLLOWING:

“Curing by retaining the formwork in place or by covering with a waterproof membrane are the curing methods strongly recommended. Concrete will not be paid for unless properly cured and proof of curing is continuously visible on the Site”.

PSG 5.5.11 Watertight concrete

ADD THE FOLLOWING:

“The minimum cement content in water-retaining structures shall be 325 kg/m³, and the maximum cement content shall be 450 kg/m³ in reinforced concrete.”

The maximum water cement ratio for water-retaining structures shall be more 0, 50”.

ADD THE FOLLOWING SUBCLAUSE:

PSG 5.5.16 Soilcrete

Where soilcrete is specified for filling under floor slabs the soilcrete shall comply with the requirements of subclause PSDB 3.5 (d) of section 1200 DP as amended and shall be placed as specified in this subclause.

PSG 6 TOLERANCES

PSG 6.2 PERMISSIBLE DEVIATIONS

PSG 6.2.3 Specified permissible deviations

ADD THE FOLLOWING:

“Degree of accuracy II is applicable

Every specified permissible deviation is binding in itself. The cumulative effect of permissible deviations will not be considered. The maximum permissible vertical deviation is subject to the other permissible deviations”.

REPLACE SUBCLAUSE 6.2.3 (D)(5) WITH THE FOLLOWING:

“Vertically, per metre of height Subject to a maximum	Permissible deviation		
	5	3	2
	50	30	10

PSG 7 TESTS

PSG 7.1 FACILITIES & FREQUENCY OF SAMPLING

PSG 7.1.1. Facilities

ADD THE FOLLOWING:

“The Contractor shall provide sufficient storage capacity for the concrete cubes and shall arrange to have them tested by an approved laboratory.

The cost all testing, including the cost of sampling, storage and transporting samples should be included in the rates tendered for concrete work”.

PSG 7.3 ACCEPTANCE CRITERIA FOR STRENGTH CONCRETE

ADD THE FOLLOWING:

“Test results obtained from the supplier of ready-mix concrete will not be accepted for evaluation in terms of subclause 7.3, but samples for testing shall be taken off such concrete at the point of placing “.

ADD THE FOLLOWING SUBCLAUSE:

PSG 7.3.6 Testing for watertightness

Water for testing shall be provided by the Contractor and shall be responsible for providing all necessary equipment that may be required for filling the structures.

The structure shall be filled with water at a uniform rate not exceeding 2.0 m in 24 hours until the top water level been reached. The water level will then be carefully noted and recorded by the Engineer in relation to a fixed benchmark, and shall be contained by the addition of further water for a sterilising period to permit complete absorption of water by the concrete.

The sterilising period may be 7 days for a maximum design crack width of 0.1mm or 21 days for 0.2mm or larger. After the sterilising period, the level of the liquid surface shall be recorded at 24-hour intervals for a test period of 7 days. During the 7 day test period the total permissible drop in level, after allowing for evaporation shall not exceed 1/500 the one of the average water depth of the full tank, or 10 mm.

The evaporation shall be measured by the mean drop in level caused by the evaporation of the water in three flat containers floating in the water being recorded.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

In the event of appreciable leakage being evident at any of the stages of the filling or testing or the event of the Engineer considering the final degree of water tightness to be unsatisfactory, the contractor when ordered by the Engineer shall discontinue such filling or testing and shall, at his own expense, take approved steps immediately to rectify the leakage, until a satisfactory test is obtained, which shall prove to the Engineer that a sufficient degree of watertightness has been obtained.

The cost of emptying a water-retaining structure which cannot be drained shall be borne by the Contractor. The water shall be discharged in a manner approved by the Engineer and shall be such that the employer can utilise the water as he so desires.

The water shall not be used as a medium for additives to affect remedial work or to stop leaks.

The cost of retesting the structure for watertightness shall be borne by the Contractor”.

PSG 8 MEASUREMENT AND PAYMENT

PSG 8.1 MEASUREMENT AND RATES

PSG 8.1.1 Formwork

DELET “or splays over 20 mm x 20 mm” FROM THE FIRST LINE OF PARAGRAPH 8.1.1.2

ADD THE FOLLOWING PARAGRAPH 8.1.1.2

“Splays up to and including 25 mm x 25 mm will not be measured separately and will be deemed to be included in the formwork costs”.

ADD THE FOLLOWING PARAGRAPHS

“8.1.1.7 For construction joints at kickers (joint F), all additional costs for formwork to edges up to 300 mm high will be deemed to be included in the rates tendered for vertical formwork to sides of walls and will not be measured separately in narrow width.

8.1.1.8.1 No formwork will be measured to edges of blinding layers under structures and the cost thereof (if needed), will be deemed to be included in the rates tendered for concrete in blinding layers.

8.1.1.8.2 Back-shuttering or formwork to top revealed surfaces of sloping - or conical formwork will only be measured to surfaces over 40° and 85° to the horizontal.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8.1.1.8.3 Formwork to horizontal surfaces in pump stations, valve chambers, man holes or sumps can either be removed through the manhole cover opening or the Contractor may use permanent formwork at his own cost as no claims in this regard will be considered”.

PSG 8.1.2 Reinforcement

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“The unit of measurement for steel bars shall be the ton of reinforcement in place, in accordance with the Drawings or as authorised by the Engineer.

The unit of measurement for welded steel fabric shall be the kilogram of fabric reinforcement in place, and the quantity shall be calculated from the net area covered by mesh, excluding overlaps.

Clips, ties, separators, stools and other steel used for positioning reinforcement will not be measured, unless these are shown on the bending schedules.

The tendered rate shall include full compensation for the supply, delivery, cutting, bending, welding, placing and fixing of the steel reinforcement, including all tying wire, stools, supports and waste”.

PSG 8.1.3 Concrete

Delete “or the plank size of the excavation where additional excavation is provided to facilitate erection of forms” from the second line of paragraph 8.1.3.1(c).

PSL MEDIUM-PRESSURE PIPELINES

PSL 2 INTERPRETATIONS

PSL 2.4 ABBREVIATIONS

ADD THE FOLLOWING:

HDPE : High density polyethylene

mPVC : Modified Polyvinyl chloride



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSL 3 MATERIALS

PSL 3.1 GENERAL

ADD THE FOLLOWING TO CLAUSE:

The contract specifications for materials and construction activities will conform to SANS 1200, SANS 1914-5 and Johannesburg Water requirements. The project specifications will include specific items to ensure proper implementation, control reporting on labour based construction and methods as included in the specifications.

Materials for this contract should preferably be obtained from manufacturers who operate an effective quality management system such as that described in SANS 0157 or ISO 9000.

PSL 3.4 STEEL PIPES, FITTINGS, AND SPECIALS

PSL 3.4.3 Pipes of nominal bore over 150mm

OMIT PARAGRAPH (C) AND INSERT THE FOLLOWING:

“Steel pipes and fittings shall be manufactured in accordance with SANS 719 and SANS 1476 for a minimum Grade x 421 300WA dual certified (yield strength of 289MPa). The wall thickness of the pipes and fittings shall be 6 mm. All pipes and specials shall be supplied complete with couplings and jointing material.

Straight joints and bends to be fillet welded on site.

Pipes and fitting to be externally coated with fusion bonded medium density polyethylene (sintakote) or polyclad 777 and lined internally with solvent-free epoxy lining or similar approved. Thickness of lining shall not be less than 250 micron and test certificates of the lining thickness must be furnished to the Engineer for his approval. E128 external corrosion protection at joints.

Cathodic protection design will be done by a specialist and will be procured separately and construction will be as directed by the specialist.

The pipe manufacturer shall submit to the Engineer the steel maker's certificates covering all steel used. These certificates shall indicate the process of manufacture, the chemical analysis and the physical properties of the steel except that, at the option of the pipe manufacturer, the physical properties of the steel may be determined from specimens taken from finished pipe.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL 3.7 OTHER TYPES OF PIPES

PSL 3.7.1 uPVC Pipes

ADD THE FOLLOWING TO THE SUB CLAUSE

“uPVC Pipe’s systems shall conform to SANS 966-1998Part1 or II as applicable and have integral pipe end sockets of the rubber ring joint type. All uPVC - pipes shall be in 6m lengths. Fittings and specials for uPVC pipes shall be manufactured in Grade 14 cast iron, rated to at least 1600kPa working pressure. Unless otherwise specified fittings and specials shall be bitumen dipped.

PSL 3.7.2 Polyethylene Pipes

REPLACE THE SUBCLASE WITH THE FOLLOWING

“HDPE pipes of diameter up to and including 63 mm shall conform with SANS 4427 Part 2 for Type IV pipes. HDPE pipes greater than 63 mm shall conform with SANS 4427 Part 3 for Type V pipes. Unless otherwise specified, pipes shall be Class 16 and plain ended for butt welding”.

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 3.7.3 uPVC Pipes

Class 16 uPVC high impact pipes shall conform to SANS 1283 (alternatively ISO 4422) shall be used unless otherwise indicated. Jointing shall be effected by means of approved “press-on” shouldered ends and cast iron and steel victaulic clamps. Unless otherwise specified, pipes shall be Class 16.

Where the cutting of any pipe is necessary, shouldered ends shall be fixed to the pipe by means of an approved machine capable of clamping the pipe without causing any damage to the pipe and pressing on the shouldered end by means of a hydraulic operated jack applying a uniform axial force to locate the shouldered end truly in position. The use of impact force to either the pipe or shouldered end will not be permitted. No on-site fixing of shouldered ends shall be permitted. ”

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 3.7.4 mPVC Pipes

High impact mPVC Class 12 and shall conform to SANS 1283 for diameter up to and including 315mm with a fully end load restraint coupling system approved by Johannesburg Water.

PSL 3.8 JOINTING MATERIAL

ADD THE FOLLOWING NEW SUBCLAUSE:



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSL 3.8.2 Flexible couplings

OMIT THE EXISTING CLAUSE AND INSERT THE FOLLOWING:

"All flexible couplings shall be "Viking Johnson" couplings without centre register, or approved similar.

Rubber rings shall be of the wedge-type and shall be manufactured from natural or synthetic rubber only. Reclaimed rubber shall not be used in the manufacture of the rubber rings."

PSL 3.8.3 Flanges and accessories

ADD THE FOLLOWING TO THE EXISTING CLAUSE:

"The dimensions and drilling of standard flanges shall comply with the requirements of SANS 1123 and SANS 1476 for a working pressure of 2500 kPa. Flanges shall be machined flat, i.e. without a raised joint face. Puddle flanges shall have the same dimensions as standard flanges but shall be undrilled. Flanges to be drilled according to Table 16.

Faces of flanges which will be in contact with jointing gaskets shall receive a protective coating of such thickness and consistence as will not impair the air/gas/water tightness of the joint."

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 3.8.8 Victaulic joints

Joints for uPVC and medium steel pipelines shall conform to SANS 815: Standard specifications for shouldered end pipes, fittings and couplings.

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 3.8.9 HDPE Pipe joints

Joints for HDPE pipe shall be by means of welding, welded flanges or approved external compression type fittings (Plasson or similar approved)."

PSL 3.9 CORROSION PROTECTION

PSL 3.9.2 Steel pipe

ADD THE FOLLOWING TO THE EXISTING CLAUSE:

"All coating and linings, shall be completed strictly to the publication "Corrosion Protection for Civil, Mechanical and Electrical Engineer 2000 Edition



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Pipes and fitting shall be externally coated with fusion bonded medium density polyethylene (sintakote) or polyclad 777 and internally with liquid epoxy lining or similar approved.

The thickness of the lining material shall not be less than 250 micron and test certificates of the lining thickness must be furnished to the Engineer for his approval.”

PSL 3.9.2.3 Repairs to epoxy coatings

ADD THE FOLLOWING TO THE EXISTING CLAUSE:

PSL 3.9.2.3.1 General

- (a) Where the damage is extensive the remedial procedures shall be agreed in writing with the Engineer.
- (b) All repairs shall comply with the requirements of the repair-product manufacturer’s data sheet. The Engineer may at his discretion request that repaired coating areas undergo adhesion tests.
- (c) The Contractor shall repair any damage occurring during transport, on site during handling, assembly, storage, and erection.
- (d) The repaired area shall be tested in accordance with Sub-Clauses 8.4 and 8.12 of SANS 1217 for compliance with the relevant requirements for thickness and electrical insulation defects respectively.
- (e) Any item showing electrical insulation defects exceeding an average of five per square metre (a cluster of pinholes within a radius of 25 mm being regarded as a single defective area), or flaking or other signs of loss of adhesion, shall not be repaired. The item shall be blast cleaned and re-coated in accordance with the relevant requirements of the Clause PSL 3.9.2.3.3.

PSL 3.9.2.3.2 Repair Methods for Minor Defects

The repair of areas showing electrical insulation defects or low film thickness shall, if approved by the Engineer, be carried out as follows:

- (a) Degrease in accordance with Clause PSL 3.9.2.3.4.
- (b) Thoroughly abrade the damaged area, including an adjacent surrounding area of at least 25 mm wide, with a medium grade 220 abrasive paper;
- (c) Vacuum-clean the surface to remove dust and debris in accordance with SANS 5769.
- (d) Wipe the abraded paint surface with methyl ethyl ketone and allow to dry, and
- (e) Apply as many coats of the following repair material as necessary to achieve the specified thickness and finish.
 - (i) Solvent free epoxy; or
 - (ii) Fusion-bonded epoxy powder repair kit.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

NOTE: Apply a final topcoat over the repaired area to achieve a pleasing, uniform finish of the item.

PSL 3.9.2.3.3 Repair Methods for Major Defects

The total un-coated areas for renovation by the applicator shall not exceed 0.5% of the total surface area of a component. Each un-coated area for renovation shall not exceed 2 500 mm². If damaged areas are larger, the items containing such areas shall be re-coated.

The repair of areas showing damage down to the steel surface shall, if approved by the Engineer, be carried out as follows:

- (a) Degrease in accordance with Clause PSL 3.9.2.3.4
- (b) Blast-clean all damaged areas to Sa 3 (ISO 8501-1).
- (c) Feather the surrounding paint for a distance of 25 mm beyond the damaged areas with a medium grade 220 abrasive paper.
- (d) Vacuum-clean the surface to remove dust and debris in accordance with SANS 5769.
- (e) Wipe only the abraded paint surface with methyl ethyl ketone and allow drying.
- (f) Apply as many coats of the following repair material as necessary to achieve the specified thickness and finish.
 - (i) Solvent free epoxy or
 - (ii) Fusion-bonded epoxy powder repair kit.

NOTE: Apply a final topcoat over the repaired area to achieve a pleasing, uniform finish of the item.

PSL 3.9.2.3.4 Degreasing

- (a) All surfaces to be coated shall be tested for oil and grease contamination by the water break free test.
- (b) Oil and grease contamination shall be removed by:
 - Steam-cleaning;
 - An emulsifiable or aqueous detergent applied in accordance with SANS 1344; and
 - An alkaline cleaning solution.
- (b) Allow to react, and then rinse off with clean, potable water to remove all residues prior to surface preparation, all in accordance with Clauses 3.3 and 3.4 of SANS 10064.
- (c) The surfaces shall be tested after degreasing and show no oil, grease and chemical contamination after degreasing.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (d) Care shall be taken to avoid entrapment of cleaning agents in recesses or other retention areas.

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 3.9.2.4 Repair of damaged sintakote

PSL 3.9.2.4.1 General

Damaged Sintakote shall be repaired in accordance with the procedures detailed in the Tyco Handling and Installation Manual for steel pipeline systems for the repair of Sintakote or in accordance with clause 3.2 or clause 3.3

PSL 3.9.2.4.2 Repair of small pinhole type defects

PSL 3.9.2.4.2.1 Surface Preparation

- Clean and dry the area to be repaired including the removal of dirt, dust and other contaminants. Slightly roughen the area around the repair for a minimum distance of 50 millimetres using a coarse file or abrasive paper.
- Wipe the surface with a clean dry rag.

PSL 3.9.2.4.2.2 Priming

- Stir the primer to ensure complete mixing prior to application. Apply a thin even coat of Densopol Primer D around the area of repair using a paint brush or roller
- Allow the primer to tack dry (approximately 10 to 20 minutes)

PSL 3.9.2.4.2.3 Tape Wrapping

- Apply Deponsole 60 tape to the repair area ensuring a minimum of 50 mm overlap onto sound coating around the defect area.
- Apply Denso MP/HD P.V.C self adhesive over wrap tape around the full pipe circumference to completely cover the repaired patch.

PSL 3.9.2.4.3 Repair of large area of damage where steel is exposed

PSL 3.9.2.4.3.1 Surface preparation

Cut out the area of Sinkakote and clean the steel surface in accordance with AS1627.2. Clean and dry the area to be repaired. Slightly roughen the area around the repaired using a coarse file or abrasive paper. Wipe the surface clean with a dry clean rag.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL 3.9.2.4.3.2 Priming

- Stir the primer to ensure complete mixing prior to application. Apply a thin, even coat of Densopol Primer D onto the steel surface and around the periphery of the Sintakote.
- Allow the primer to track dry (Approximately 10 to 20 minutes)

PSL 3.9.2.4.3.3 Filling/Priming

- Cut out a piece of Bitumen Mastic Strip to fit into the bare steel area prior to applying the primer.
- Insert the cut out piece of Bitumen Mastic Strip into the repair area.
- Re-apply a thin even coat of Densopol Primer D over the patch and adjacent area of Sintakote.
- Allow the primer to track dry (Approximately 10 to 20 minutes)

PSL 3.9.2.4.3.4 Tape Wrapping

- Apply Densopol 60 tape to the repair area ensuring a 50mm overlap over the fitted patch.
- Apply Denso MP/HD P.V.C self adhesive over wrap tape around the full pipe circumference to completely cover the repaired patch.

PSL 3.9.2.4.4 Surface preparation

All joints shall be fully welded and sealed and all sharp edges and corners ground off to a radius of not less than 1.5 mm. All weld spatter and irregularities shall be removed. Any unsound or damaged edges of sintakote shall be cut back into the sound coating and the edges chamfered.

The surface shall be cleaned by means of power tools to achieve a minimum surface preparation in accordance with AS1627.2 TO CLASS St. 2. All dust, dirt, moisture and grease shall be removed. Slightly roughen the sintakote 100 millimeters both sides of the joint, using a coarse file or abrasive paper. Wipe the surface clean with a dry rag.

PSL 3.9.2.4.5 Priming

- Stir the primer to ensure complete mixing prior to application, Apply a thin even coat of Densopol Primer D to the steel and roughened sintakote surfaces using a paintbrush or roller.
- Allow the primer to touch dry (approximately 10 to 20 minutes)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSL 3.9.2.4.6 Mastic filling

To improve the contours for wrapping the tape, fillet welds, sharp edges of sintakote, test plugs or welding lid holes shall be filled and profiled with Bitumen Mastic Strip. The mastic filling shall be molded such that the Densopol 60 tape can be applied with no sharp edges protruding or air entrapment.

PSL 3.9.2.4.7 Tape wrapping

Commencing at least 100 milliliters back onto the primed sintakote one complete turn of 150 milliliter wide Densopol 60 tapes shall be applied. Release film shall be removed before application. While holding the tape under tension, the pipe shall be spirally wrapped using a 55 percent overlap and finished 100 mm onto the primed sintakote with one complete circumferential wrap around the pipe. The tape shall be cut off in the downward direction of wrapping. New roles of tape shall have the ends overlapped at least 75 mm.

During wrapping the tape shall be smoothed out by hand to exclude any air bubbles or wrinkles and to seal overlaps.

Care shall be taken to prevent any folds or misplacement of the tape, especially under the pipe, and to prevent the tape becoming contaminated during wrapping.

The butt-welds in segmental (lobster bends) are to have the tape applied partial layer by partial layer with a 55 percent overlap until a full spiral wrap can be made (refer sketch in appendix A) continue wrapping onto the primed sintakote for at least 100mm with one complete circumferential wrap around the pipe.

Straight steel pipes shall also be wrapped with Densopol 60 with a 55 percent overlap in accordance with the above clauses.

PSL 3.9.2.4.8 steel fittings and flanges

PSL 3.9.2.4.8.1 general

Procedures for the protection of steel fittings applies to both main pipeline fittings and branch pipe work. Fittings manufactured and coated by Tyco shall be factory coated with Sintakote. Difficult fittings such as valves may be protected using a more conformable petrolatum system in accordance with TS29 only with the approval of an SA Water representative.

PSL 3.9.2.4.8.2Surface preparation

Steel surfaces shall be prepared in accordance with clause 4.1.

PSL 3.9.2.4.8.3 Tape wrapping

Prepare and wrap all straight sections leading up to the fitting and flange in accordance with section 4.

PSL 3.9.2.4.8.4 Priming

- Stir the primer to ensure complete mixing prior to application. Apply a thin even coat of Densopol Primer D to the prepared steel surfaces and a minimum of 50mm onto the Densopol 60 wrapped areas using a paint brush.
- Allow the primer to touch dry (approximately 10 to 20 minutes).

PSL 3.9.2.4.8.5 Mastic wrapping

Unavoidable sharp edges such as bolts, nuts and collars shall have mastic strip molded over the positions or edges. Strip with a 55 percent overlap onto itself and minimum 50mm overlap onto the Densopol 60 or Sintatoke coated pipe work. Press the Bitumen Mastic Strip firmly into place ensuring no air voids are beneath the Bitumen Mastic Strip.

Note: The Bitumen Mastic Strip provides corrosion protection to the steel work and is similar in composition to Densopol 60, but it does not have a woven carrier.

PSL 3.9.2.8.6 Over wrapping

150 or 100mm wide Denso MP/HD tape (self adhesive PVC) shall be spirally wrapped over the Bitumen Mastic Strip with a 55percent overlap. While wrapping, the Denso MP/HD tape shall be pulled firmly and the lapse properly sealed.

PSL 3.9.2.8.7 Testing

All repairs and wrapping shall be tested using a high voltage “spark” tester in accordance with AS3894.1 at an operating voltage of 15 KV.

PSL 3.9.3 Protection against electrolytic corrosion

OMIT THE EXISTING CLAUSE AND INSERT THE FOLLOWING:

“All joints and fittings shall be fully wrapped with approved protective tapes. Protective tape shall comply with either Specification A or Specification B as ordered by the Engineer.

Specification A

This tape shall be made up of pre-bonded components to form a composite single wrap tape. The adhesive inner protective tape must provide complete protection to steel piping against electrolytic corrosion. It shall be impermeable to water, chemically inert and physically stable and must provide a perfect seal at the overlap on a spiral-winding pattern.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The adhesive outer protective tapes shall be tough and impact resistant, providing suitable protection of the inner protective tape against mechanical damage. It shall be stable and not crack or deteriorate when buried. The tapes shall be chemically resistant to all common acids and alkalis normally encountered in the soils at the construction site.

The tapes shall be suitable for both machine and hand application.

The Combination electrical characteristics of the inner and outer wrap together must exceed:

Dielectric strength = 25kV/mm

Insulation = 10 Ohm metre

The following minimum criteria shall be satisfied:

	Inner Tape	Outer Wrap
Thickness (mm)	0,3	0,3
Tensile strength (kg/cm width)	3,3	5,0
Elongation at break (%)	200%	50%
Adhesion to primed steel (gm/cm width)	220	220

Specification B

This tape shall be made up of a non-woven synthetic fibre carrier impregnated and coated on both sides with a compound incorporating high melting point bitumen (Densotherm or similar approval). During application the tape shall be correctly heated and laps adequately sealed all in accordance with the instructions and recommendations of the supplier.

Before the application of any protective material, the surface of the pipe shall be thoroughly cleaned and all loose or damaged pipe coating removed. All ridges, depressions and steps in the surface shall be filled with an approved filler so as to present a smooth uniform surface. After the filler has hardened, the entire surface to be wrapped shall be primed with a primer or otherwise treated as recommended by the supplier of the tape.

The protective tape shall be applied as a spiral wrap with not less than 50% overlap. The width of the tape shall be appropriate for the section to be wrapped."

PSL 3.9.5 Joints, nuts, bolts and washers

DELETE AND REPLACE WITH THE FOLLOWING:

“All bolts and nuts shall comply with the requirements of the relevant sections of SANS 1700 and shall be of Grade 4.6 steel. Washers shall be provided at each nut and shall be of the same material (or coating where applicable to match the bolt and nut. Nuts and bolts subject to vibration shall be machined finished fitted with plain washers and treated with “Loctite” or equivalent.

Bolts other than jacking bolts shall project not less than 3mm and not more than 10mm from the heads of the nuts after tightening.

All bolts to be built into concrete work as well as bolts to be installed above ground level (outside buildings), directly above and under water shall all be of stainless steel grade 304. Bolts for flexible couplings and flanges for underground installation shall be hot dip galvanized. Bolts to be installed inside buildings shall be hot dip galvanized. Galvanizing shall be in accordance with the Standard Corrosion Protection Specification (Heavy coating).

Suitable plastic sleeves and/or washers shall be used for protection against corrosion by bi-metallic action”.

PSL 3.9.6 Corrosive soil

ADD THE FOLLOWING TO THE EXISTING CLAUSE:

“Steel pipes, pipe fittings and steel flanges in contact with soil shall over and above the protection as described above be protected as specified in Clause 3.9.3 with "DENSO" tape and/or mastic or approved similar. Application shall be strictly in accordance with the manufacturer's instructions. A polyethylene tape of 300 microns minimum shall be spirally wrapped over the petrolatum tape and fixed to the clean pipe ends with pressure sensitive tape.”

PSL 5 CONSTRUCTION

PSL 5.1 LAYING

PSL 5.1.4 Depth and Cover

PSL 5.1.4.2 Cover

ADD THE FOLLOWING TO THIS SUBCLAUSE:

“The minimum cover to finished surface over water mains shall be at least 1000 mm in trafficked areas and at least 800 mm elsewhere. At valves the depth of the pipeline shall be increased if necessary to ensure a minimum cover of 100mm over the valve cap.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The cover shall be maintained as close as possible to the minimum without local sags or humps and shall not be increased above the minimum by more than 200mm without the approval of the Engineer.”

PSL 5.2 JOINTING METHODS

PSL 5.2.3 Welding

DELETE THE EXISTING CLAUSE AND REPLACE WITH THE FOLLOWING:

a) General

“Field welding of pipes which have been lined will be permitted only for pipes of DN600 and larger where a man is able to enter the pipe to make good the lining after welding and testing in accordance with Clause 7.2 of SANS 1200L has been completed. Pipes of lesser diameter may be field welded where concrete linings will be made after the pipeline has been laid and all welds have been tested and approved.

At the discretion of the Engineer, roll welding will be permitted, provided pipe alignment is maintained by use of skids or of structural framework to accommodate two or more lengths of pipe with an adequate number of roller dollies to prevent sag in the pipe. The entire root bead, however, shall be made with the pipe in a stationary position.

All pipes welded in the trench shall be properly laid and aligned before welding commences. Bell holes shall be excavated at all field welds. The Contractor shall not lift the pipe to provide adequate access for the welders to enable them to stovepipe weld the joint.

The alignment of abutting ends shall be such that the offset will not exceed 1.7 mm. Line up clamps shall be used for joint “fit-ups”. The use of “bridges and wedges” or any method that may induce unnecessary stresses is forbidden.

Both ends of coated and lined pipes shall be wrapped for a distance of at least 800 mm on either side of the weld by means of an asbestos mat or other approved material to ensure that weld spatter or other damage is not caused to the coating and lining during the welding process. The pipe trench shall be kept free of all dirt and water in the vicinity of the weld until after all corrosion protection measures have been completed and approved. “

b) Welding procedure and qualification of welders

Welding shall be done by only qualified welders who satisfy the requirements of API 1104, Clause 3.0. Before any welding of pipeline materials commences, the qualification of welders shall have been approved, all detailed welding procedure specifications with weld diagrams required for their completion shall have been submitted for approval in a neat form and the welding procedure qualification tests shall have been successfully concluded all in accordance with the relevant standard specifications. Each welder shall mark the pipe adjacent to the weld with the figure assigned to him.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Sufficient records shall be kept by the Contractor to ensure that all field welds can be subsequently identified with the welder concerned.

As far as practicable all out of trench welding shall preferably be done by an automatic submerged process and the Contractor shall provide all necessary plant to carry out this process. MSEAP welding may be used where in-trench welding is done.

Heat treatment for welding shall be in accordance with API 1104 if required by same and the Contractor shall provide an approved shield to protect the pipe joint from wind and weather during heat treatment and welding.

c) Line up

Pipes shall be lined up in such a manner as to prevent damage thereto. If the pipe to be used has a longitudinal seam, these seams shall be staggered by not less than twenty degrees and welded sections, or single lengths, shall be assembled in such a manner that this seam shall remain in the top quadrant of the pipe during coating operations and after lowering into the trench.

d) Cleaning of pipe ends Before welding, all foreign matter shall be removed from the beveled ends. If any of the ends of the pipe joints are damaged to the extent that satisfactory welding contact cannot be obtained, the damaged pipe ends shall be cut and beveled with an approved beveling machine. These field bevels of pipe ends shall be made to the satisfaction of the Engineer. Should laminations, split ends, or other defects in the pipe be discovered, the joints of pipes containing such defects shall be cropped, repaired, or removed from the line as designated by the Engineer.

e) Inclement Weather

No welding shall be carried out during rain or high wind unless the welder and joint are adequately protected and sheltered, to ensure that the welding is not impaired.

f) Protection of coatings and linings

Before welding commences, a suitable apron at least 800 mm wide shall be wrapped around both sides of the area to be welded to ensure that weld spatter does not damage the coating and lining.

g) Butt-welding

Pipes and specials to be joined by field welding shall be supplied with ends beveled for welding. All welding of joints shall comply with API 1104 and only approved type welding rods shall be used. If backing rings are permitted, they shall be placed in position and wedged up or adjusted so that the pipe ends are completely circular and properly mated. The space between abutting pipe ends, when aligned for welding, shall be such as to ensure complete penetration without burn-through. For pipes having the same dimensions, the spacing shall be approximately 1.5 mm. The alignment of the abutting pipe ends shall be such as



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

to minimize the offset between pipe surfaces. For pipes of the same nominal wall thickness, the offset shall not exceed 1.5 mm. Internal line-up clamps shall be used wherever practicable and may be removed after the root bead is 50% completed, provided that the completed part of the root bead is in segments of approximately equal lengths, spaced about the circumference of the pipe. If conditions make it difficult to prevent movement of the pipe, or if the weld will be unduly stressed, the root bead shall be completed before releasing clamp tension.

External line-up clamps shall be used where it is impracticable to use internal line-up clamps. Partial root beads made when using external clamps shall be uniformly spaced about the circumference of the pipe, and shall have an accumulative length of not less than 50% of the pipe circumference before the clamps are removed.

Tack welding shall be carried out to maintain the root gap and position of the pipe ends during the welding proper. The number of tack-welds shall be kept to a minimum but shall not be less than four around the circumference of the pipe.

After proper preparation and tack welding, the root bead shall be carried out followed by successive filler passes, and capper pass in accordance with the approved welding procedure.

The filler and finish beads shall be deposited by an acceptable method and each filler bead shall be approximately 3 mm in thickness. Completed welds shall have a reinforcing of not less than 0.8 mm and not more than 1.5 mm above the pipe surface around the entire perimeter of the weld, and the width of the finish or cover shall be not more than 3 mm greater than the original groove. The number of beads required shall be governed by the wall thickness of the pipe, so that the completed weld will have the reinforcement previously specified; provided, however, that each weld shall consist of at least three beads. No two beads shall be started at the same point. No mitre welds will be permitted, and all welds are to be at ninety degrees ($\pm 5^\circ$) to the axis of the pipe. All slag and scale shall be removed from each bead for visual inspection immediately after each bead is run.

In all field butt-welds where it is possible to work inside the pipe, the inside weld shall be done first.

The chemical composition of weld metal and parent metal shall be similar and the inner weld metal or reinforcement shall not extend more than 1 mm above the inside metal surface of a pipe or special, and any excess shall be removed by grinding.

Defects caused by stray welding arc flashes shall be removed by grinding, provided that the pipe wall thickness is not reduced to less than the specified minimum thickness, otherwise the portion shall be cut out and repaired.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

h) Fillet welding

Welding shall be as for butt-welding as applicable. All pipes of 600 mm ND and over shall be welded on both the outside and the inside.

i) Repair of welds

Rectification of defective welds shall be in accordance with API 1104 and to the satisfaction of the Engineer. All costs related to the repair of defective welds shall be borne by the Contractor. Defective welds shall be repaired immediately they are found to be so. The Engineer has the right to stop the Contractor proceeding with further pipe laying in the event of the Contractor delaying the rectification of defective welds. Furthermore, no consideration will be given to any claims arising from delays in construction resulting from such action.

All welded joints which have been repaired shall be 100% radiographed or otherwise tested to the Engineer's satisfaction at the Contractor's own expense.

PSL 5.8 BRICKWORK IN CHAMBERS AND MANHOLES

ADD THE FOLLOWING TO THIS SUBCLAUSE:

“The joints of exposed faces shall be flush-trowelled, hard and smooth and shall be rubbed for the full width of the joint as the work proceeds to give a hard polished finish.”

ADD THE FOLLOWING NEW SUBCLAUSE

PSL 5.11 WORK ON EXISTING MAINS

Where connections are to be made to existing mains, the Contractor shall excavate back along the existing main only as far as is necessary to complete the connection satisfactorily and shall ensure that the existing mains are disturbed as little as possible. Backfilling shall be carefully placed and properly compacted beneath existing and new work to ensure that the mains, specials, etc. are properly bedded.

Work on existing mains and components of the reticulation system shall be carefully planned in consultation with the Engineer. The work shall be carried out expeditiously to ensure that the disruption of services and inconvenience to the local residents is kept to a minimum. All tie-ins shall be completed within a maximum of 10 hours.

The Contractor under strict supervision by the Engineer or The Employer will do all these connections.

Hand excavation must be used to expose the existing mains and erf connections where required. While every effort has been made to ensure that the information relating to these connections is correct the Engineer or The Employer takes no responsibility for the accuracy, or for the completeness of the information.”



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 5.12 CONNECTION TO THE EXISTING MAINS

The Contractor shall supply all necessary fittings / materials for under pressure connections suitable for all pipe sizes.

The Contractor shall confirm all measurement on site prior to ordering any pipe fittings.”

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 5.13 PIPELINE RENEWAL WORK

All material recovered as a result of the repairs or replacement of the components shall be returned to the Contractors store where they shall be cleaned, sorted and listed. A list of the recovered material shall be handed to the Engineer on a monthly basis. All recovered material shall be delivered to the relevant Depot on a regular basis or at the end of the Contract.

ADD THE FOLLOWING NEW CLAUSE:

PSL 5.14 STERILISING OF WATER MAINS

All new water mains shall be sterilised at 10mg/l free chlorine for 12 hours and will then be thoroughly flushed.

PSL 7 TESTING

PSL 7.2 INITIAL TESTS ON WELDED STEEL PIPES

PSL 7.2.2 Radiographic Examination

Fifteen percent of all welded joints, or when ordered by the Engineer, shall be examined radiographically.

ADD THE FOLLOWING NEW CLAUSE:

PSL 7.2.3 Hydrostatic Test

- (a) All pipes and fittings shall be subject to an approved hydrostatic test and to a test pressure determined as follows:

$$P = \frac{2000 \text{ t f}}{D}$$



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Where

P = test pressure in kPa

F = 85 percent of the guaranteed minimum yield strength in MPa for steel plate

D = outside diameter of the pipe in mm

T = wall thickness in mm.

- (b) Hydrostatic testing shall not be carried out until all aspects of fabrication have been completed.
- (c) The pressure shall be applied steadily by approved means and maintained without variation sufficiently long for proof and inspection.
- (d) Should water sweat or ooze from any part or any defects of any nature be discovered the pipe shall be emptied and the defects made good. The pipe shall then be tested again. Should a pipe, after repair, fail to pass the second hydraulic test the Engineer may order its rejection.
- (e) The fact that any pipe may have passed the hydraulic test at the works shall not exempt the Contractor from his liability under Clause 7 of the General Conditions of Contract 2010.
- (f) If a pipe fails to pass any of the above tests in Clauses PSL 7.2.1, PSL 7.2.2 or PSL 7.2.3, it shall be rejected, but the Engineer may permit repairs or alterations to be made to enable the pipe to pass the test.
- (g) The Engineer may require one or more pipes to be tested to destruction. If practicable the Engineer may require the Contractor to repair the pipes and retest them. The cost of repairs will be paid by the Employer as an extra to the Contract."

PSL 8 MEASUREMENT AND PAYMENT

PSL 8.2 SCHEDULED ITEMS

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 8.2.16 c) Demolish Structure

- a) Description of connection, types and diameters involved.....Unit: No
- b) Etc for the other items

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The unit of measurement shall be sum for various types of connection into existing line mains

The rate shall cover the cost of excavation, plant and labour required, demolishing the existing chambers, safeguarding the existing valves and specials from damage and safely disposing of the rubble material.

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 8.2.17 Connect to Existing Mains

- a) Description of connection, types and diameters involved.....Unit: No
- b) Etc for the other items

The rate shall cover the cost of isolating, cutting, excavation (up to 2 m deep), bedding, dewatering and exposing the existing main at the connection point, supply necessary fittings for under pressure connections for the section of the mains as required, temporary support, safety precaution backfilling and the removal of surplus and unsuitable material. The supply and installation of fittings and couplings shall be measured separately.

ADD THE FOLLOWING NEW SUBCLAUSE:

PSL 8.2.18 Recover valves, fittings, specials, etc

- a) Description of item.....Unit: No.
- b) Etc for other item

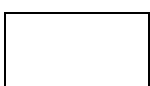
The unit of measurement shall be number of described item to be recovered

The rate for the recovery of the above shall cover the cost of the excavation, breaking out existing brick or precast concrete, and removal of the valves, fittings and specials removal of debris and spoil to Contractor's dump site and importing suitable backfill material, the plugging with concrete of the open ends of the abandoned water mains, the removal of the surface boxes, backfilling to required density, the handling and transporting of the recovered materials to the Responsible Depot, the listing of the salvaged materials and the backfilling and compaction of the chambers and reinstatement of surface covering.

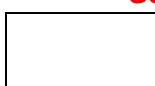
PSL 8.2.19 Supply and install Valves.....Unit: No

- a) Gate Valves

All gate valves shall be flanged Resilient seal or wedge type isolation valves to SABS 664, Class 16, anti-clockwise closing. All valves 400 mm and bigger are to be supplied with an approved **open gear box assembly** as follows:.



Contractor



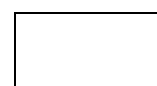
Witness 1



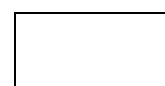
Witness 2



Employer



Witness 1



Witness 2

1. For the 600mm Valve:

Multi-Stage Spur gearing with 6:1 minimum ratio, having operating spindles on the input spindle and at a stage where the valve can be stroked without exceeding the maximum input torque of 275Nm if no differential pressure is applied to the valve.

1.1 For the 450mm Valve:

Single-Stage spur gearing with 4:1 ratio having one spindle to operate with a 1:1 ratio and a second spindle to operate with a 4:1 ratio. A maximum input torque of 240Nm is recommended.

2. The gears shall be robust and machine cut and their mounting shall be of substantial design.

3. Each pinion gear spindle shall be supported between two bearings or alternatively one bearing of sufficient depth to prevent misalignment of the opinion gear and spindle. The bearings shall be fitted with bronze bushes and shall be provided with grease nipple lubricating points and shall be lubricated prior to delivery. All points to be lubricated shall be fitted with 1/8 inch BSP straight nipples for grease-gun lubrication. Adequate lubrication shall be provided for all gear and indicator bushes.

4. All valves shall open by anti-clockwise rotation of the main spindle and gearboxes shall be fitted with an intermediate idler where necessary.

5. In the case of Type A and Type B gearing a shear pin or other safety device shall be incorporated between the high and low gears to prevent damage to the valve if excessive force is applied. Two spare pins shall be attached to each valve.

6. Shear pins shall be easily replaced in the field. Hard-driven pins will not be accepted as shear pins.

b) Air Valves

Air valves must be double acting air valves of compact single chamber design with both small and large air release orifices inside the chamber. The valve must also act as a vacuum breaker, with intake capacities of 60 % of discharge rates given.

The unit measurement for valves shall be number of each described assembly

The rate shall include supply installation and testing including for all corrosion protection, bolts, gaskets, and any other contingency work.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSL 8.2.20 Cathodic Protection.....Unit: Sum

The rate shall include investigation, design, supply and commission system as per specified and/ or instructed by the Engineer (Provisional Sum)

PSL 8.2.21 Supply and install fittings assembly.....Unit: No

The unit of measurement shall be number of a described item to be installed. The applicable particular specification contained herein on various clauses will apply to the various pieces, for example **PSL 8.2.19** will be applicable to any valve and air valve in the assembly.

The rate shall include supply installation and testing including for all corrosion protection, bolts, gaskets, and any other contingency work to enable the proper operation of the fittings assembly.

PSL 8.3 Horizontal Directional Drilling (HDD)

a) Horizontal Direction Drilling **Unit: m**

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful horizontal directional drilling, installation and supply of pipes of various diameters, jointing of pipe. The rate shall also Include the provision and operation of all equipment and accessories, provision and application of all materials, safety equipment (including that required for the Engineer or his duly authorised representative's sole use), traffic accommodation and testing and reporting.

b) Launching and reception pits(pairs) **Unit: No**

The rate shall include the complete (labour, plant and equipment) for excavation of the launching and reception pits on both sides of the road.

SANS 1200 LB: BEDDING (PIPES)

PSLB 1 BEDDING (Sub-clause 3.3)

The classes of bedding applicable to this contract shall be Class B bedding for uPVC pipes.

PSLB 2 BEDDING MATERIALS (SUB-CLAUSE 3.4)

Suitable selected bedding material may be available from trench excavations along the route. Additional material may be obtained from borrow pits. Written permission must be obtained before importation of material.

PSLB 3 MEASUREMENT AND PAYMENT FOR SUPPLY OF BEDDING MATERIAL (SUB-CLAUSE 8.2.2)

All haulage will be considered as free haul except where prior written permission was given for overhaul by the Engineer.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSLB 4 BEDDING CRADLE (SUB-CLAUSE 2.3)

The bedding cradle shall be all the bedding below the selected fill blanket as shown on the Drawings prepared by the Engineer.

PSLB 5 MAXIMUM TRENCH WIDTHS (SUB-CLAUSE 4.1 AND 5.2)

Trenches in general shall not exceed the widths laid down in Sub-clause 8.2.3. If trenches exceed the specified width the Contractor shall be liable for the cost of any over break.

PSLB 6 MINIMUM BASE WIDTH (SUB-CLAUSE 5.2)

PSLB 6.1 BEDDING

All pipes require bedding.

PSLB 6.2 SIDE ALLOWANCE (Sub-clause 8.2.3)

The minimum base width of a trench for pipes of external diameter less than 125 mm, which can be jointed outside the trench, laid to the requirements of the specification, at a depth of 1,5 m less or more, shall be pipe diameter + 300 mm on both sides.

PSLC CABLE DUCTS

PSLC 3 MATERIALS

PSLC 3.1 DUCTS

ADD THE FOLLOWING:

PSLC 3.1.1 Split uPVC pipes

Split pipes shall only be used to provide ducts for existing services that cannot be severed and threaded through the ducts. The pipes shall be cut accurately in the middle, and opposite halves shall be matched as sawn. Split pipes shall be placed around the service, firmly bound by steel straps, and encased in concrete.

PSLC 3.4 CABLE DUCT MARKERS

ADD THE FOLLOWING:

“A cable duct marker shall consist of a 300 mm x 300 mm x 100 mm deep, class 20 MPa/19 mm concrete block, connected by means of a non-ferrous metal strip to a temporary plug to seal the end of the duct. The plug shall prevent moisture or soil from entering the duct. The metal strip shall be firmly connected to both the plug and the concrete block. The concrete block shall be positioned not further than 0,5 m horizontally from the end of the cable duct. The face of the concrete block shall be clearly marked “E” to indicate electricity cables.”



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSLC 8 MEASUREMENT AND PAYMENT

PSLC 8.2 SCHEDULED ITEMS

PSLC 8.2.5 Supply, lay, bed and prove duct

REPLACE THE PAYMENT PARAGRAPH WITH THE FOLLOWING:

“Separate items are scheduled for each diameter of duct.

The rates shall cover the cost of providing all the materials and the cost of laying the ducts, installing the draw wire, jointing, bedding and providing all as specified.”

SANS 1200 LD: SEWERS

PSLD 1 UPVC PIPES (SUB-CLAUSE 3.1.5)

SANS 791 Heavy Duty: Class 34 (SDR 34): Pipe Stiffness 300kPa uPVC pipes shall be used with flexible joints.

PSLD 2 BEDDING MATERIALS (Sub-clause 3.4)

Suitable selected bedding material will generally be available from trench excavations along the route. Additional material may be obtained from borrow pits. Written permission must be obtained before importation of material.

PSLD 3 MANHOLES (SUB-CLAUSE 3.5.2)

Manholes shall be constructed out of 1000mm diameter precast concrete rings compliant with SANS 1294 as per clause 3.5.2

PSLD 4 CONCRETE (SUB-CLAUSE 3.5.4)

All concrete for manhole bases and benching shall be class 20/19 and compliant with SANS 1200GA.

PSLD 5 STEPIRONS (SUB-CLAUSE 3.2.10)

All step irons shall be HDPE coated as per supplier specification and approved by Engineer on site.

PSLD 6 CONSTRUCTION (SUB-CLAUSE 5.6)

All manholes are to be precast concrete and as such caulking where pipes enter or exist manholes shall be in concrete of same strength as the base and benching.

Benching can be constructed out of 19mm stone unless if contractor prefers 13mm specified.

Manhole rings will be same size from top to bottom and no reducer will be used.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSLD 7 RAISING OR LOWERING EXISTING MANHOLE COVERS (SUB-CLAUSE 5.8)

Where instructed manholes may be raised to protrude up to 300mm above ground level. The same cover should be utilised. Only in roads shall manholes be finished flush with the road level.

PSLD 8 TESTING (SUB-CLAUSE 7.2)

Sewers shall be subjected to air tests.

The Engineer may require water tightness tests for specific manholes.

PSLD 9 MEASUREMENT AND PAYMENT (SUB-CLAUSE 8.1)

All haulage within 5km radius of activity will be considered as free haul. Prior written permission shall be given for overhaul by the Engineer and items have been provided in the Bill of Quantity for this.

PSLF ERF CONNECTIONS (WATER)

Meters shall comply to the Commercial Metrology Act, Act 77 of 1973, in particular Regulation 80 of Part II of Government Gazette 5806 of 18 November 1977.

Contractor

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Witness 2

Employer

Witness 1

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PART C: CONTRACT

Part C3: Scope of Work

Particular Specifications

Occupational Health and Safety Specification for Principal Contractors and Contractors for Construction Work

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3	Scope of Work
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5	Responsibilities
6	Documentation and procedures
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6.2	Occupational Health and Safety Policy
6.3	Health and Safety Training
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6.9	Contractors and Suppliers
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6.12	Portable Electrical Equipment
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B	Appointment Form [Example]
C	Recording and Investigation of Incidents
D	Agreement with Mandatories

Contractor

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Witness 2

Employer

Witness 1

Witness 2

1. Introduction

In terms of Construction Regulations 7(1)(a) the Principal Contractor must develop a Health and Safety Plan that is based on the Client's Health and Safety Specification. The Client is required to develop a site specific health and safety specification as required in terms of Construction Regulations 5(1)(b). This document describes the Health and Safety requirements for any Principal Contractor whom is making a bid for or whom has been appointed to perform construction work on behalf of the client.

- A Principal Contractor is required to compile their Health and Safety Plans based on these specifications detailed and referred to, in this document.
- In other words, the Health and Safety Plan must specify how the Principal Contractor will control and manage all health and safety aspects on the construction site.
- The Health and Safety Plan must be relevant to the construction work being carried out and if possible refer to the numbering system of this document.
- A Principal Contractor is to ensure that these specifications are provided to all Contractors under his/her agreement.
- The Principal Contractor must ensure that all Contractors appointed under him provide a suitable and sufficiently documented Health and Safety Plan that is based on the relevant sections of the Client's Health and Safety Specification

2. Reference Documents

The following documents are referred to:

- 2.1. Occupational Health and Safety Act, (Act No. 85 of 1993) - [OHSA] and Regulations.
- 2.2. The Construction Regulations 2014
- 2.3. Consolidated Directive on Occupational Health and Safety Measures in Certain Workplaces NO. R. 44700
- 2.4. Civil Drawings as below:
- 2.4. Compensation for Occupational Injury and Diseases Act – [COIDA]

Contractor

Witness 1

Witness 2

Employer

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Witness 2

3 Scope of Work

Detailed Description of work to be carried out

- Earthworks
- Excavations
- Vehicle & Mobile Plant
- Concrete Works
- Support and Formwork
- Structures
- Electrical Works

List of plant, machinery and tools to be used during the project:

- Construction & Mobile Plants
- Hand Tools
- Portable Electrical Tools
- Ladders
- Further Information to be provided by contractor

List of Major hazards identified in the design risk assessments:

- Working at Heights
- Earth Works & Excavation
- Deep excavation
- Construction vehicles and Mobile plants
- Pouring Concrete
- Use of Power Tool
- Structures / False Work
- Shuttering
- Steel work

4 Definitions

The following definitions apply. (Abbreviations and legal references in brackets where applicable):

Construction Work

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;

Contractor

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- c) The construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification, Risk Assessment and Risk Control (HIRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Construction Supervisor [CR 8(7)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by the OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Construction Plant

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, dewatering equipment and road vehicles with or without lifting equipment

Contractor

Means an employer who performs construction work and includes principal contractors and sub-contractors.

Health and Safety Plan (HSP)

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

The plan shall be applied from the date of commencement of and for the duration of construction work.

Health and Safety File (HSF)

The file holding all documentation and records on health and safety for the project, which shall be available at all, times for evaluation, and a copy of which will be forwarded to the client upon completion of the project.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

Disabling Injury Frequency Rate (DIFR)

The number of disabling injuries (DI"s) multiplied by a constant (200 000) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Disabling Injury Severity Rate (DISR)

The number of days lost due to DI"s multiplied by a constant (200 000) divided by total man hours worked over a rolling period (usually 12 months, but can be less)

Confined Space

An enclosed, restricted or limited space in which, because of its construction, location or contents, or any work carried on therein, a hazardous substance may accumulate, or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, container, valve, machinery or object in which a dangerous liquid or dangerous concentration of gas, vapour, dust or fumes may be present

5. Responsibilities of Contractors for Construction Work

5.1. Notification of Intention to Commence with Construction Work

The principal contractor shall notify the Provincial Director of the Department of Labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

The notification must be completed in the **Annexure A** form and a copy of the proof of fax or delivery to the Department of Labour to be kept in the Health and Safety File for inspection by an inspector, the client or an employee.

5.2. Principal Contractor's Responsibilities

- **Compile a Health and Safety Plan**
- **Ensure co-operation between all contractors to comply to the Act and the Regulations 2014**
- **Ensure compliance to the Act in terms of:**
 - a) Provide relevant sections of these specifications to contractors as required
 - b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) Ensure each contractor's Health and Safety Plan is implemented and maintained on site
- d) Stop any contractor from work which is not in accordance with Health and Safety Plan's or which pose a threat to health and safety of persons
- e) Sufficient information is provided to contractors where there are changes to design and construction
- f) Ensure every contractor is registered and in good standing with the Compensation Commissioner.
- g) Ensure potential contractors have made provision for the cost of health and safety measures. Negotiate and approve the Health and Safety Plan of each contractor.
- All Health and Safety Files including the principal contractor's to be available on site.
- A consolidated Health and Safety File to be handed over to the client on completion of construction including records of drawings, designs etc.
- Health and Safety File to include updated list of all contractors, the agreements and their type of work.

5.3 Contractor's Responsibilities (including sub-contractors)

- Provide their Health and Safety Plan to the principal contractor.
- Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor.
- No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work.
- To provide any information which affects the health and safety of any persons at work to the principal contractor.

5.4 Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the Health and Safety File. All legal appointments shall be conducted in accordance with the requirements set out in the OHSA and as per this specification. The tables below set out the appointment protocols for CR and OHSACT. It should be noted that these represent a complete list and not all these appointments may be required:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

Construction Regulations

Reg.	Appointment	Appointee	Competency Required
CR 5 (1)(k)	Principal Contractor	16(2) for the company	Curriculum Vitae on file and Supervisor training (legal liability)
CR 7(1)(c)(v) (3b)	Contractor	Competent person	Proof of induction
CR 8 (1)	Construction Manager	Competent Person	Certificate & CV
CR 8 (2)	Assistant Construction Manager	Competent Person	Certificate & CV
CR 8 (7)	Construction Supervisor	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 8 (8)	Assistant Construction Supervisor	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 8 (5)	Safety Officer registered with the SACPCMP	Competent person	Curriculum Vitae on file and SAMTRAC and registration with Professional Body
CR 9 (1)	Risk Assessor	Competent person	Curriculum Vitae on file and HIRA or similar
CR 10 (1)	Fall Protection Planner	Competent person	Curriculum Vitae on file and Fall Plan Developer
CR 12 (1)	Temporal Works	Competent person	Curriculum Vitae
CR 13 (1)	Excavation Work Inspector	Competent person	Curriculum Vitae on file and Supervisor training (legal liability)
CR 23 (1j)	Construction Vehicle Inspector	Competent person	
CR 23 (1d)	Construction Vehicle Operator	Competent person	Certificate of Competency for relevant construction vehicle
CR 28 (a)	Stacking and Storage Supervisor	Competent person	
CR 29 (h)	Fire Equipment Inspector	Competent person	
CR 29 (l)	Fire Team Members	Competent person	Fire Fighting Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

OHS Act

Reg.	Appointment	Appointee	Competency Required
OHSA 17 (1)	Health & Safety Rep	Nominated employee	Health and Safety Representative Certificate
OHSA 19 (1)	Health & Safety Committee Member	Management representative	Curriculum Vitae on file and Supervisor training (legal liability) and IRCON or similar
GAR 9 (2)	Incident Investigator	Competent person	Curriculum Vitae on file and RCAT or similar
GSR 3 (4)	First Aider	Competent person	First Aid Certificate
GSR 13	Ladder Inspector	Competent person	In house Training
DMR 18 (11)	Lifting Equipment Operator	Competent person	Code 1, 2, 3, 32, 33, 35 or 46
DMR 18 (5)	Lifting Equipment Inspector	Competent person	
	Hand Tools Inspector	Competent person	In house Training
	Pneumatic Tools Inspector	Competent person	In house Training
EMR 9(4)	Portable Electrical Equipment Inspector	Competent person	

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety file. An example of an appointment form for a Construction Supervisor can be found under **Annexure B**.

6. Documentation and Procedures

All required documentation for the construction work, shall be kept in the Health and Safety File, which shall be available on site. The Construction Supervisor shall be responsible for the file on site and the Project Manager shall ensure that documentation is valid and up to date.

It is required that the documentation is filed in an orderly fashion for easy access. The following sections are suggested:

1. Company insurances and information

- Letter of good standing
- Public liability
- Emergency contact numbers
- Notification of construction work
- Company organogram
- Health and Safety policy
- HIV & Aids Policy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Drug & Alcohol policy
- Personal Protective Equipment Policy

2. Health and safety plan and specifications

3. Appointments

4. Inspection registers and checklists

5. Risk assessments

- Risk matrix
- Risk assessments (Task Risk Assessments, Daily Risk Assessment)
- Method statements
- Record of internal training
- Review and monitoring plan of risk assessments

6. Safe work procedures

- Safe Working procedure training
- Planned task observations
- Emergency procedures
- Fall protection plan
- Permits to work
- Working at heights
- Excavations
- Lifting and rigging
- Commissioning

7. Incident management

- All WCL forms
- Annexure 1 forms
- Injury on duty reporting and investigation procedure
- Resumption reports

8. Training records and medical fitness certificates

- Certificates of formal training
- Induction training records
- Medical fitness certificates for all employees

9. Audits

- Client's Health and Safety audits
- Site inspection reports
- Site safety instructions

10. Contractor control

- List of contractor's and type of work
- Contractor appointments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 37 (2) agreements

11. Health and safety communication

- Toolbox talks to be held weekly
- Health and Safety notice board
- Schedule D
- Memo's to employees

12. OHS Act and Regulations 2014

6. Application of COIDA and OHSA to Construction Work

6.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

Every contractor shall provide proof of registration and an updated letter of good standing with the Compensation Commissioner or a licensed compensation insurer.

6.2 Occupational Health and Safety Policy

- Every contractor's Occupational Health and Safety Policy statement should be available in a conspicuous place for scrutiny and as evidence of their commitment their employees' occupational health and safety and the environment.
- Every contractor's Occupational Health and Safety Policy statement is to be reviewed annually and signed off by the Contractor's Chief Executive Officer.
- Proof of communication to all is to be available on requests.

6.3 Health and Safety Training and Competency

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request. Nobody is allowed to perform any task unless they're trained and competent to do it safely.

6.3.1 Induction Training

- The principal contractor shall be responsible to co-ordinate all inductions on site to ensure that no contractor allows or permits any employee/s or person/s to enter any construction site , unless such employee, visitor or person has undergone induction training which is pertinent to the hazards prevalent on the site at the time of entry.
- Every employee, visitor or person on site shall be in possession of proof of the Health and Safety induction.
- Records of attendance shall be kept on the Health and Safety file for the duration of the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.3.2 Awareness Training

- Awareness training to be carried out weekly in the form of Toolbox Talks on relevant topics e.g. manual lifting, wearing PPE, safe use of portable electric tools etc.
- All attendees are to be made to sign an attendance register and such register is to be held on the Health and Safety file for the duration of the project.

6.3.3 Competency and CV's

- All legally appointed persons including supervisors and where applicable, valid copies of certificates of competency of appointed personnel must be provided and kept in the Health and Safety file for the duration of the Project. (Reference can be made to pages 10, 11 and 12 of this document).
- Other training requirements such as those identified through the High-risk Assessment process, to be completed and proof of that training also kept in the Health and Safety File.
- Where competency is achieved through experience, a brief CV will be required.

6.3.4 Specific OH&S training

- Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S reps, Fire Fighters etc.

6.3.5 Medical Fitness

- All employees working in elevated positions must be medically fit to working at heights. These include tower crane operators, workers on elevated structures requiring fall protection, suspended platform workers, employees working on a scaffold and;
- Operators of construction vehicles and mobile plant require certificates of physical and psychological fitness carried out by an occupational medical practitioner.
- All employees who are employed in a construction site must have medical Fitness done by an Occupational Health & safety Practitioner before commencement of work.
- No employee will be allowed to perform any duties except deemed to be medical fit to do so.
- Depending the exposure to hazardous chemical substances, employees may also be required to do exit medicals at the end of the Construction

6.4 Health and Safety Reps [OHSA 17 and 18]

- Where 20 or more employees are employed at a workplace, one health and safety representative shall be appointed in writing.
- The Principal Contractor shall ensure that a minimum of one health and safety representative is appointed for ratio of each 50 employees employed.
- Each health and safety representative shall be in possession of a certificate of competency.
- The employer is to ensure that a delegation process has been followed and recorded in term of the requirement of General Administrative Regulation 6

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Monthly checks are to be conducted by the appointed representatives in their designated areas and all findings are to be recorded in a register. Such register is to be held on the health and safety file for the duration of the project.
- Health and Safety Representative are to investigate any staff complaints and ensure that documented feedback is forwarded to the respective managers.

6.5 Health and Safety Committee [OHSA 19 and 20]

- Where two or more representatives have been appointed the employer shall ensure that a health and safety committee is formed.
- The number of management representatives shall not outweigh the number of representatives.
- Meetings shall be held at a minimum of three monthly.
- Minutes of such meeting shall be kept and placed on the health and safety file for the duration of the project.
- A register of attendance is to be kept of attendees at such meetings; such a register is to be attached to the minutes.

6.6 General Record Keeping

All contractors shall ensure that all Health and Safety records, required by OHSA and Regulations are kept up to date for reference purposes and auditing.

6.6.1 Inspections

- All contractors shall keep all records of inspections undertaken during the duration of the project.
- An example of the total list of minimum legally required inspections can be found under **Annexure C**.
- An assessment list must be drafted of what inspections are required and their frequency.
- The principal contractor is responsible to ensure compliance to this requirement by all contractors.

6.6.2 Audits

- The client's agent shall carry out regular audits on the principal contractor at least once per month.
- Principal contractors shall be responsible for carrying out regular audits on their contractors at least once per month.
- The Principal contractor is to draft a table which reflects contractors company name, description of work, dates of audits and scores achieved.
- The results shall be tabled for action and discussed at the Health and Safety Committee meetings or the site meetings, as appropriate.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6.7 Incident management and emergency plans

- The principal contractor shall create an Emergency Plan for the construction site.
- The plan is to be clearly displayed in conspicuous locations around the site.
- The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency numbers etc.
- The plan shall be fully explained to all personnel during the induction training.
- All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place

6.7.1 First Aid [GSR 3]

- Where an employer has 5 or more employees in his employment, he/she shall ensure that at least one first aid box is made available in the workplace.
- Such first aid box is to be stocked covering the 18 items addressed in the Annexure attached to the General Safety Regulations as a minimum requirement.
- Where an employer has 10 employees or more in his/her employment, he/she shall ensure the at least one person readily available at the workplace whom is in possession of a valid first aid certificate.
- Every employer shall ensure that a minimum of one trained persons is made available for every 50 person in the workplace.
- All identified hazardous chemical are to have a material safety data sheet which is to be kept for first aid emergencies in the first aid box.
- All special needs addressed in the Material Safety Data Sheets are to be made available in addition to stock required in the Annexure.
- The appointed First Aiders and the injured person must ensure to wear cloth masks when treating injuries.

6.7.2 Incidents and Injuries

Incidents

- A record of all incidents which have occurred shall be opened and held open until the handover of the project.
- All incidents such as near misses, unsafe situations, first aid injuries, etc shall be investigated fully and the result of such investigation shared with the Health and Safety Committee.
- The employer shall ensure that an investigation team is formulated which will consist of management representative, safety representative and an employee representative as a minimum requirement.
- All incidents that occur shall be filtered into a statistic format which is to determine the sites Incident Rate. Such rate is to be shared with all employees and all contractors on a monthly basis.
- Exclusion of incidents in record keeping shall result in fines being issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Engineer and the Client must be informed all of all incidents within 24 hours of occurrence. A formal incident report must be generated for all incident. The Client Agent reserves the right to participate in any incident investigation as deemed necessary.

Injuries

- A first aid register is to be held in the first aid box as to record all first aid injuries that may occur.
- An injury on duty procedure is to be created which detail the process of treating an injured and methodology which may be use in order to ensure their safe arrival at a local hospital.
- All injuries are to be recorded in an Annexure 1

6.7.3 Accident and Incident Reporting and Investigation

Should an incident or accident investigation need to be conducted, the appointed incident investigator (competent person with a valid certificate of training on file) shall conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9 – “Recording and Investigation of incidents”. A copy of this annexure can be found under **Annexure D** in this document.

Particular attention is also drawn to OHSA 24, the reporting of certain incidents to an inspector of the Department of Labour.

The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the client and contractors.

The client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

6.8 Contractors and suppliers [OHSA 37(2)]

The client shall enter into an “Agreement with Mandatory” in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all appointed principal contractors, a copy of which can be found under **Annexure B**. Likewise all principal contractors shall enter into a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicles or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competence and medical certification must be provided.

The principal contractor shall ensure that all contractors are issued with this safety specification where reasonably practicable including any contractor pack for the project, should they not be contained in the safety specification.

The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA. Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

6.9 Personal Protective Equipment, Intoxication, Signage and Access Control [GSR 2]

6.9.1 Personal Protective Equipment (PPE) [GSR 2]

- The principal contractor shall through the Risk Assessment process identify all specific PPE needs per each activity. Such identified PPE shall be captured in the form of a PPE matrix and displayed in the site office. Such matrix is to make reference to the task and the specific PPE requirements required to do the task.
- All Contractors will be responsible for the issuing of the required PPE as identified by the matrix.
- Should PPE be lost or stolen, then the employee will be issued with new PPE.
- No person/s shall be permitted entry into the site unless they are properly equipped with the required PPE as identified in the matrix.
- Should PPE be worn out or damaged, the user shall not return the worn or damaged PPE owing to the risk of COVID-19 transmission. The employee must merely present the worn out of damaged PPE for replacement..
- Training in the use, care and limitation of such PPE is to be provided and proof of such training is to be held in the health and safety file.
- Visitors shall be informed of PPE requirements **prior** to their visit so that they may make necessary arrangements to ensure their arrival well equipped with the correct PPE.

6.9.2 Intoxication [GSR 2A]

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs. It may become necessary from time to time for contractors and their workers could be required to do a breathalyser test before entering the site. However, owing to COVID-19 risks, the breathalysing will only be conducted to confirm a suspected case on intoxicated employee at work.

6.9.3 Display of signs [GSR 2B]

The principal contractor should make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

The Principal Contractor is also required to display COVID-19 signage around site and especially at the eating areas, boardrooms, site access point.

6.9.4 Access control [GSR 2C]

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. Only competent Security Officers will be deployed on the Project. The Security Company must have a Standard Operating Procedure and an emergency response procedure. The reasons for this are as follows:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The principal contractor is the „employer“ on the site and for all intents and purposes is responsible for section 8 of OHSWA for employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo COVID-19 screening and records must be retained
- All persons entering the site must undergo induction training to inform them of the hazards present on the site. This includes contractors, visitors, inspectors etc
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system
- The number of people and their purpose on the site must be known in case of emergency and evacuation security reasons

The principal contractor shall post conspicuous notices at the site informing all those entering the site of these requirements

6.10 Ladders [GSR 13A]

The following requirements shall be complied with regarding Ladders and Ladder work:

- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- No person is permitted to work longer than 15 minutes on a ladder. Should work take longer than 15 minutes to complete then alternative means of elevation is to be used.
- Ladders shall be inspected a minimum once per month and results recorded in a register by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

6.11 Portable Electrical Tools [EMR 9]

This regulation shall be complied to as a minimum requirement. Regular inspections of all Portable Electrical Tools such as drills, angle grinders etc, shall be carried out. In particular:

- Only trained personnel shall operate such equipment.
- The Construction Supervisor shall ensure operation of the equipment is in the HRA requirements and Safe Working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talk) to compliance.
- The Construction Supervisor shall ensure the required PPE is used.

6.12 Permit to work

The permit holder shall be responsible to ensure that:

Contractor

Witness 1

Witness 2

Employer

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Witness 2

- All work being carried out on the site has been approved through the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and water services are in place
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and/or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations (hot work)

6.13 Work in confined spaces

The permit holder shall be responsible to ensure that:

- All work being carried out on the site has been approved the necessary project control system
- All work is being done in compliance with the issued permits.
- Permits required from third parties such as town councils for utility and water services are in place

7. Application of the Construction Regulations [CR]

[Please note: this is not the complete list. Item 7.1 is compulsory and the rest are applicable if relevant to the work being carried out]

7.1 Hazard Identification, Risk Assessment and Risk Control (HIRA) [CR 9]

- The contractor shall prior to the commencement of any construction work perform a HIRA exercise, which will form part of the HSP for the project.
- A copy of the HIRA shall be made available for viewing to the client's agent and shall be kept in the Health and Safety File.
- The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

The control of several of these risks may be specified in the OHSA does not mean that the HIRA exercise does not have to be carried out.

6.2 Fall Protection [CR 10]

Section 1 (a) of this regulation states that a contractor shall cause the designation of a competent person, responsible for the preparation of a fall protection plan. The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

6.3 Structures [CR 11]

The appointed civil contractor shall meet the requirements of this regulation. Attention is drawn, which requires the designer to inspect the structure at appropriate times and the record of these inspections to be

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

available on site.

6.4 Excavations [CR 13]

Section 1 of this regulation states that this work must be carried out under the supervision of a competent person who has been appointed in writing. All the requirements of CR 13 shall be met. For inspection of excavations, attention is drawn to section 3 (h), the records of which must be available on site.

6.5 Construction vehicles and mobile plant [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their vehicles and mobile plant to these regulations. This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off staff.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular, attention is drawn to the competence and fitness of the operator [section 1 (d)] and the inspection of the equipment [section 1 (j)]

6.6 Temporal Electrical installations[CR 24], including [EIR] and [EMR]

The requirements of these regulations shall be met as required, by the appointed electrical contractor. A competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24 (d) and (e) respectively.

6.7 Water Environments [CR 26]

The requirements of this regulation shall be met.

6.8 Housekeeping [CR 27] including [ERW(6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

6.9 Stacking of Materials [CR 28] including [GSR (8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principles as per these regulations.

6.10 Fire Precautions [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (I)) the details of which will be imparted to contractors, visitors etc through the site induction.

6.11 Construction welfare facilities [CR 230]

The principal contractors shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

Contractor

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Witness 2

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Witness 2

- Change room facilities
- Sheltered eating area
- Adequate toilets
- Hand wash facility
- Potable water.

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and clearly regularly.

8 Site-specific and Design Risks

Please note: this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction and/or demolition process, as well as the hazards identified and listed below.

The following jobs or activities are classified as High

- Confined Space Entry
- Excavation
- Construction vehicles and mobile plant
- Traffic accommodation
- Pouring Concrete
- Working at Heights

8.1 Hazard Identification and Risk Assessment Methodology

8.1.1 Baseline Risk Assessment

A Baseline Hazard Identification and Risk Assessment must be carried out during the preliminary stages of the construction/demolition project for the purposes of attempting to reduce the possibility of accidents or ill health occurring.

Taking into account the constraints of time and resources, every effort must be made to identify the hazards and recommend possible solutions. It is not reasonably practicable to expect the baseline risk assessment to identify all hazards, which is why task risk assessments are carried out on site.

8.1.2 Task risk assessment

Once on site, every contractor shall perform task risk assessments, using the baseline risk assessment as a guide.

The Risk Assessment should be reviewed once on site and thereafter after any incident or every one-year period, whichever occurs first. Additional hazards highlighted or a change in the risk factor should have a separate risk assessment carried out and filed.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

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The Risk Assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazard.

8.1.3 Definitions

Term	Meaning
HAZARD:	Anything that can cause harm
RISK:	The chance, great or small, that someone will be harmed by the hazard
CONSEQUENCE:	The possible outcome of an accident / incident, e.g. broken leg, explosion
PROBABILITY:	The possibility of the accident / incident occurring

8.1.4 Risk assessment

The following evaluation must be used to determine risk:

Probability X Consequence = RISK

Risk Matrix:

Consequence (Impact)	(3) Critical (Fatal/Permanent Disabling Injury)	(3) Medium risk	(6) High risk	(9) CRITICAL
	(2) Major (Temporary Disabling Injury)	(2) Low risk	(4) Medium risk	(6) High risk
	(1) Manageable (Minor/first aid)	(1) Low risk	(2) Low risk	(3) Medium risk
		(1) Remote (<10%)	(2) Possible (10-50%)	(3) Likely (>50%)
		Probability (Likelihood)		

Contractor

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RED = High Risk (6 – 9)
 ORANGE = Medium Risk (3 – 4)
 GREEN = Low Risk (1 – 2)

Activity	Hazard	Risk Eval.	Precautions and Control Measures
			1. <i>Eliminate the risk</i> 2. <i>Control the risk at its source</i> 3. <i>Follow a safe working procedure</i> 4. <i>Provide PPE</i>
1. Describe task	Hazard 1	9, 6, 4, 3, 2, or 1	<ul style="list-style-type: none"> • Precaution 1 • Precaution 2 • Etc.
	Hazard 2		<ul style="list-style-type: none"> • Precaution 1 • Precaution 2 • Etc.

8.2 Site-specific risks

The following site-specific risks have been identified for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.2.1 Traffic – restrictions, existing systems, site traffic

Traffic accommodation must be arranged with the principal agent.

8.2.2 Site security and access –

This is controlled by the individual contractor responsible.

8.3 Design risks

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment:

8.3.1 Excavations

8.3.2 Traffic Accommodation

8.3.3 Vehicle and mobile plants

9 Fines and Penalties

9.1 Minor Health or Safety Transgression

Not wearing PPE; e.g. safety helmet, eye protection, high visibility vests or foot protection. Fine: R1000-00 will be issued to the contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9.2 Serious Health or Safety Transgression

Not contributing to good housekeeping practices, improper stacking and storage, lack of supervision on site, failure to carry out risk assessments for tasks or activities, failure to carry out toolbox talks, failure to train employees in risk assessments and/or safe work procedures, failure to issue PPE to employees. Fine: R2000-00 will be issued to the contractor

9.3 Major Health or Safety Transgression

A life-threatening activity, condition, act or contribution by an employee in creating an unsafe working environment for himself or herself or other persons, failure to wear critical PPE (safety harness, eye protection, respiratory equipment, or as stipulated in the risk assessment).

Fine: Up to R3000.00 will be issued to the contractor

9.4 Repeat Offences

A contractor that receives more than three (3) major transgressions for the same offence and may, at the discretion of the project manager, be required to leave site

10. COVID-19

10.1 INTRODUCTION

The World Health Organisation declared the coronavirus outbreak as a global pandemic on the 11th March 2020. On the 15th March 2020, the President of the Republic of South Africa, Mr Cyril Ramaphosa, declared the coronavirus pandemic as a national state of disaster, in terms of the Disaster Management Act, 2002 as the number of confirmed coronavirus cases continued to increase rapidly from person-to-person transmission. On the 23rd of March 2020, the Government announced a 21-day national lockdown as a drastic measure to tackle the spread of the new coronavirus. The lockdown was set to begin from the 26th of March until 16th of April 2020, however, due to the increase of new coronavirus cases, the lockdown was further extended. As at 26 July 2021, the Country is in Adjusted Alert Level 3.

The Client is legally required in terms of regulations 5(1)(b) to prepare a project specific document that will detail the health and safety requirements related to construction work. These requirements specified in this document are in relation to the risks posed by the new coronavirus as it is infectious and a hazard to human health.

10.2 PURPOSE

The purpose of this section of the Health and Safety Specifications is to specify the health and safety requirements. The Contractor must comply with in working towards flattening the curve of coronavirus infections whilst at work.

These requirements are developed specifically for the Principal Contractor appointed for theProject in order for the Contractor to align their COVID-19 workplace Plan with this document. The initiatives of construction work resumption response are to ensure readiness to restart works and accelerate projects and lastly it also aims to slow and stop person to person

Contractor

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transmission to prevent COVID-19 outbreaks.

These requirements are compiled in line with the COVID-19 Baseline Risk Assessment and the Contractor must use it as a reference document when developing their COVID-19 response plans.

10.3 COVID-19 HEALTH AND SAFETY REQUIREMENTS

The Principal Contractor must establish the following administrative measures:

- A COVID-19 Vulnerability Assessment must be conducted for all employees on site and appropriate action be taken by Top Management for any employees who might be at risk of severe illness due to COVID-19.
- Undertake a COVID-19 Mitigation Guidelines and Risk Assessment to give effect to the minimum measures required by this Directive taking into account the specific circumstances of the workplace.
- Notify all workers of the contents of this Directive and the manner in which it intends to implement it;
- Notify its employees that if they are sick or have symptoms associated with the COVID– 19 that they must not come to work and to take paid sick leave in terms of section 22 of the BCEA;
- Appoint a compliance officer who must be in a Manager position to address employee or workplace representative concerns and to keep them informed. If a health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;
- The Compliance officer can appoint compliance employees to assist in this role;
- Ensure that the measures required by this Directive and its risk assessment plan are strictly complied with through monitoring and supervision;
- It must, as far as practicable, minimize the number of workers on at the workplace at any given time through rotation, staggered working hours, shift systems, remote working arrangements, or similar measures in order to achieve social distancing,
- It must take measures to minimize contact between workers as well as between workers and members of the public;
- Provide workers with information that raises awareness in any form or manner, including where reasonably practicable leaflets and notices placed in conspicuous places in the workplace informing workers of the dangers of the virus, the manner of its transmission, the measures to prevent transmission such as personal hygiene, social distancing, use of masks, cough etiquette and where to go for screening or testing if presenting with the symptoms;
- If a worker has been diagnosed with COVID-19, an employer must-
 - inform the Department of Health and the Department of Employment and Labour;
 - and investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place; and
- it must give administrative support to any contact-tracing measures implemented by the Department of Health.

10.4 PRINCIPAL CONTRACTOR SITE TRANSPORTATION REQUIREMENTS

The transportation of employees to site is a risk as employees tend to sit close to each other and there is generally substandard ventilation as some passengers might prefer not to open the windows. The Contractor is therefore expected to implement the following controls:

Contractor

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- Principal Contractors transporting its employees to site must ensure that employees do not sit close to one another. A minimum of 2m distance must be maintained between the vehicle occupants. When entering the vehicle, the employees must sanitize their hands and wear their face masks (such as FFP2 or higher quality);
- Employees engaging in lift clubs must also exercise the principle of social distancing;
- All employees must wear respiratory masks and sanitize their hands while travelling to work in the vehicle;
- Where not possible to avoid, the use of public transport must comply with the transport limitations. This means that the employee must wear respiratory mask, maintain 2m distance and also sanitize his/her hands regularly;
- Train and raise awareness pertaining to the virus and precautions to take during travel.

These include:

1. Maintain social distancing (at least 2m) between yourself and anyone else when travelling.
2. Do not greet fellow employees by shaking their hands. Rather wave, nod or bow.
3. Employees showing symptoms of flu should not be permitted to travel to work.
4. Frequently clean hands by using alcohol-based hand sanitizer or soap and water.
5. Avoid touching your eyes, nose and mouth and
6. Always sanitize your hands and wear a face mask.

10.5 ACCESS CONTROL

- All site access points must be manned by a person who has been trained to screen for COVID-19. All proof of training must be retained.
- Health and Safety Officers must to monitor compliance with the Occupational Health and Safety Act No.85 of 1993 and Regulations on site and upon entry.
- The Principal Contractor must revise its Access Management Plan to be aligned with the Covid-19 risks.
- The Principal Contractor is expected to ensure that the site is accessed only by authorised personnel.
- It is the responsibility of the Contractor to ensure that employees and essential visitors are screened upon arrival to site. Screening in this case means the employees must be checked for observable symptoms associated with Covid-19. These include:
 - fever (tested by a non-contact calibrated thermometer);
 - redness of eyes;
 - shortness of breath;
 - Difficulty breathing;
 - Loss of taste or sense of smell;
 - Cough;
 - Sneezing
 - sore throat
- Only those employees not showing signs of fever, must be permitted to enter site. Non-essential visitors must be discouraged from entering site.

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- Site access points must always be monitored in order to maintain social distancing. The Principal Contractor must allow for plenty of space of at least two metres between people waiting to enter site.
- The Principal Contractor must ensure the availability of sanitizer and face masks at all access points.
- All employees and non- employees should be sanitized before entering the site and when leaving the site.
- The security access point or similar must be provided with a waste disposal bins as dust masks and gloves will be disposed as employees leave the site. These bins must be correctly labelled as "Danger Infectious Waste". This waste can be handled and disposed by an approved service provider. The bin must have the relevant hazardous biological agent pictogram.
- In cases whereby hand wash basins are available at access points, visitors and employees are expected to wash or clean their hands before accessing or leaving the site.
- Delivering of material and goods should be monitored in a manner that the driver remains in the vehicle for loads that are easily handed out, in cases whereby the driver needs to access the site they should be sanitized accordingly.
- Security should ensure that employees remain on site once entered, but only allowed to leave site at the end of the shift. This means that employees should be discouraged from purchasing food outside of site during the course of day.

10.6 BREATHERLIZING

Owing to how the coronavirus spreads from per to person, the Principal Contractor is discouraged from breathalysing employees before entering site in a manner that could potentially spread the virus. Alcohol testing may only be done using single use test units and must be disposed of in the appropriate contaminated waste bin. The Principal Contractor must closely monitor employee behaviour especially the mobile plant operators. This includes monitoring their driving behaviour, speech and the eyes amongst other things.

10.7 CONSTRUCTION ACTIVITIES

Before commencement of construction work, the Principal Contractor must ensure develops a Covid-19 Health and Safety Plan that aims to address all the Covid-19 risks. The Principal Contractor must also develop a method statement, risk assessment and safe working procedure for the management of the risk posed by Covid-19. The Contractor can only be permitted to commence with construction works once these documents have been accepted by the Clients appointed Construction Health and Safety Agent. As a minimum, all employees working onsite and, in the offices, must wear respiratory masks. The Contractor is reminded that the cloth masks were not intended to protect employees from construction dust but only from respiratory dust. The Contractor must therefore use FFP2/3 for dusty environments to prevent respiratory illnesses. The Contractor is expected to continue with its Health and Safety Management System while taking the Covid-19 risks into consideration.

The Principal Contractor must ensure the following:

- The storeman must disinfect all tools and equipment before issue;

Contractor

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- The wearing of PPE, social distancing and use of hand sanitizer must be monitored during the toolbox talks and DSTI's discussions. The venues for these discussions must be well ventilated;
- The use of mobile plant by operators must meet the Covid-19 required hygiene standards etc. This means that the mobile plant operators must disinfect the cabin of their mobile plant before and after use.
- During construction activities, communication systems such as radios cannot be shared amongst employees.

The Construction Manager, Supervisory team and Health and Safety Professionals are key to ensuring the requirements contained in this document.

10.8 FACILITY AND SANITATION STANDARDS

The Principal Contractor must ensure that all facilities are in good state of use and maintained. It is the responsibility of the Contractor to develop a new cleaning schedule in order to prevent COVID-19 spread. These measures include:

- Regularly cleaning of common contact surfaces at the boardrooms, kitchen, eating areas, security guard houses, offices etc
- Eating areas could be hotspots for the coronavirus. Employee compliance to the Covid-19 health and safety requirements must be monitored at all times by the Supervisor's, safety professionals including health and safety representatives. Food waste must also be regarded as a biological hazard as it has entered the mouths of employees.
- Employees should maintain 2m in between when seated at designated eating area in order to reduce congestion and contact.
- Where possible break times should be staggered to reduce congestion and contact.
- Hand sanitisers should be available at the entrance of any room where people meet and should be used by workers when entering and leaving the room.
- The workforce should be asked to bring pre-prepared meals and refillable drinking bottles from home. Water bottles must not be shared amongst employees.
- The Principal Contractor is advised to only use disposable eating utensils and avoid the use non-disposable utensils.
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism.
- All waste should be disposed in the appropriate waste bin and not left for someone else to clear up. All waste that came into contact with an employee's mouth and nose must be treated as a biological hazard and therefore must be disposed accordingly.
- All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles and tables.
- Rooms should be well ventilated, or windows kept opened to allow fresh air circulation during use.

Contractor

Witness 1

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Witness 2

10.9 CONTROL OF VISITORS TO SITE

- Non-essential visitors must be prohibited to visit the site.
- Essential visitors must be sanitized before entering the site and when leaving the site.
- They must be subjected to the Covid-19 screening requirements as the employees of the Contractors.
- Essential visitors must undergo a full induction syllabus which includes COVID-19 exposure risks.
- Essential visitors will be allowed to visit the site for a purpose, and they should leave the site as soon as the purpose is fulfilled.

10.10 EMPLOYEE MEDICAL SURVEILLANCE, DECLARATION OF TRAVEL DURING SHUT DOWN AND EXPOSURE KNOWLEDGEMENT AND CONCERNS.

- Any workers who develops flu-like symptoms (i.e. cough, shortness of breath, fever) should immediately be brought to the Managements attention for their action. It is still the Contractors responsibility as the employer, to ensure that the employee reaches home safely and does not potentially infect other members of the public.
- For any suspected case while on site, isolate the employee in a suitable room, if possible or transport the employee home where they must self-isolate (if necessary) after seeking medical attention.
- Erect signage asking for declaration of persons with a travel history and contact with person with suspected cases in the last 14 days to identify themselves to Supervisor. Declaration form should be made available for all employees and non-employees.
- The necessary system should be implemented to trace, identify and quarantining of people who came into contact with the infected persons.
- The Contractor should ensure that medical examinations are conducted in a manner that COVID-19 pandemic is addressed.
- The Principal Contractor should be in position to offer an ongoing screening, monitoring, tracing and training of staff to minimise the possible contamination and spreading of COVID-19.
- Workers should be trained on all possible ways to minimise the exposure to COVID-19.
- Training should include information about how to isolate individuals with suspected or confirmed COVID-19 cases or other infectious diseases, and how to report possible cases.
- The training should be provided to employees during normal working hours at no cost. The training should include when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
- The Training syllabus prepared for employees and visitors should include but no limited to the following:
 - Symptoms
 - Spread

Contractor

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- Legislative requirements and
- Precautions

10.11 EMERGENCY PROCEDURES AND ISOLATION

- The Principal Contractor must develop an Emergency Procedure for COVID-19. This plan must be communicated to all employees.
- Provide patient with a dust mask, gloves, eye protection and respiratory mask.
- Limit the number of staff who can enter the isolation room and implement contact and droplet precautions.
- If someone becomes unwell in the workplace and there is reason to suspect they may have come into contact with COVID-19, the person should be removed to an area which is at least 2 metres away from other people.
- The site should call the designated public health service number in order to attend the affected personnel, whilst waiting for advice from the designated public health or emergency service, the affected person should remain at least two metres from other people. They should avoid touching people, surfaces and objects and should cover their mouth and nose with a disposable tissue when they cough or sneeze and put the tissue in a bag or pocket then throw the tissue in the bin. If they do not have any tissues available, they should cough and sneeze into the crook of their elbow.
- If they need to go to the bathroom whilst waiting for medical assistance, they should use a separate bathroom, if available.

10.12 PERSONAL HYGIENE ON SITE

In order to ensure good personal hygiene, the Principal Contractor must:

- Provide additional handwashing facilities to the usual welfare facilities where applicable;
- Provide hand sanitizers in all strategic places on site;
- Ensure soap and fresh water is always readily available;
- Provide hand sanitiser where hand washing facilities are unavailable;
- Regularly clean the hand washing facilities such as sinks and check soap and sanitiser levels;
- Provide suitable and enough waste bins for hand towels with regular removal and disposal;
- Sites to have extra supplies of soap, hand sanitiser and paper towels and these will be securely stored in order to avoid contamination;
- Contractor should provide workers with tissues and waste bins lined with a plastic bag so that they can be emptied without contacting the contents;
- Contractor should instruct, train workers to clean their hands frequently, using soap and water for at least 20 seconds or with an alcohol-based hand sanitiser that contains at least 60-95% alcohol. The Contractor must also monitor adherence to training.
- Restrict the number of people using toilet facilities at a time.
- Employees to wash hands before and after using the toilet facilities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush handle.
- Portable toilets should be avoided wherever possible, but where in use, these should be cleaned and emptied more frequently.
- Provide suitable and enough waste bins for hand towels with regular removal and disposal.

10.13 HAZCHEM CONTROLS, USE AND EFFECTIVENESS MONITORING

- Hand sanitizers that are effective against COVID-19 contains alcohol of at least 70%. It may have other ingredients like moisturizers or scents, but alcohol is the active ingredient.
- Many retails and pharmacies do sell hand sanitizers and it is the responsibility of the Contractor to identify registered suppliers with alcohol-based sanitizers.
- If your hands are greasy or visibly dirty, hand sanitizer won't be as effective.
- Types of PPE must be selected based upon the hazard to the worker, properly fitted as applicable (e.g. respirators), consistently and properly worn, regularly inspected, maintained, and replaced, as necessary, and properly removed, cleaned, and stored or disposed of to avoid contamination.
- Alcohol based sanitizers do pose some risks such as skin irritation, fire outbreak, eye irritation and increase sensitivity to ultraviolet rays. The Contractor must obtain an MSDS in this regard.
- The Supervisor and health and safety professionals must monitor compliance usage and storage of the hand sanitizers.

10.14 COVID-19 HEALTH AND SAFETY POLICY

The Principal Contractor must develop a Policy that will detail top management's commitment towards ensuring the flattening of the curve coronavirus cases. All Contractor employee must be trained on this policy. The Policy must be regularly reviewed. It must be signed by the Contractor's Top Management. This Policy must be conspicuously displayed in common areas such as boardrooms, eating and resting areas etc.

10.15 TRAINING: SPECIFIC TO PPE

The Principal Contractor must ensure the following with respect to PPE:

- COVID-19 awareness training should be provided by the Contractor to all employees during normal working hours at no cost to them.
- The training should include when to use PPE; what PPE is necessary; how to properly put on, use, and take off PPE; how to properly dispose of or disinfect, inspect for damage, and maintain PPE; and the limitations of PPE.
- Re-usable PPE should be thoroughly cleaned after use and not shared between workers.
- Single use PPE should be disposed so that it cannot be reused.
- Contractor should ensure the availability of appropriate PPE in order to minimise the spread of COVID-19. e.g. dusk mask, gloves, eye protection, face shield, ext.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- The Contractor should ensure that the number of attendances on site induction is reduced and consider holding them outdoors wherever possible.
- All employees must be issued with minimum 2 overalls (1 overall wearing; 1 overall in the wash). This will ensure that the employee will be able to wear clean hygienic overalls. This must form part of the Covid-19 training for all employees.
- Employees are not to use their work PPE when travelling to and from work.

10.16 SOCIAL DISTANCING

The Contractor must ensure the following with regards to Social distancing:

- Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to the workplace and in other areas where they can be seen;
- Limited contact between onsite staff;
- Only necessary meeting participants should attend;
- Attendees should be two metres apart from each other;
- Consider holding meetings in open areas where possible;
- If it is feasible for your business, promote teleworking across your organisation and allow workers to work flexible hours to minimise crowding the workplace;
- Organisers of meetings and events need to think about the potential risk from COVID-19 because;
- Consider whether the meeting or event is necessary or whether it could be postponed or replaced with a tele or video conference or it can be scaled down so that fewer people attend;
- Check and follow the advice from the authorities in the community where you plan to hold the meeting or event;
- Develop and agree on a preparedness plan to prevent infection at your meeting or event:
 - 1) Ensure and verify information and communication channels in advance with key partners such as public health and health care authorities.
 - 2) Pre-order sufficient supplies and materials, including tissues and hand sanitizer for all participants.
 - 3) Actively monitor where COVID-19 is circulating. Advise participants in advance that if they have any symptoms or feel unwell, they should not attend.
 - 4) Make sure all organisers, participants, caterers and visitors at the event provide contact details: mobile telephone number, email and address where they are staying. State clearly that their details will be shared with local public health authorities if any participant becomes ill with a suspected infectious disease.
- Retain the names and contact details of all participants for at least one month. This will help public health authorities trace people who may have been exposed to COVID-19 if one or more participants become ill shortly after the event.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10.17 PARTNERSHIPS WITH LOCAL CLINIC AND POLICE

- The Principal Contractor together with the Community Liaison Officer should initiate partnership with the local police and local clinics.
- Construction site should welcome of all Forums and campaigns related to COVID-19.
- Local clinics should be given a platform to present or share information at the specific Construction.
- Principal Contractor should maintain communication channels with the local police station.
- Community members who intent to gain access to the construction site by force and violate COVID-19 lockdown rules should be reported to the local police station.
- Community unrest which will affect the project in terms of COVID-19 should be reported to the local police station.

10.18 SUB-CONTRACTOR MANAGEMENT

- The Principal Contractor must ensure that all sub-contractors are in position of COVID-19 Risk Assessment and Site Specification. The Principal Contractor must ensure that proof of issue must be retained for audit purposed.
- The Principal Contractor must ensure that subcontractor revised its Health and Safety Plan on receipt of the risk assessment and health and safety specification from the Contractor for his approval prior to commencement of any construction work. The Contractor must also ensure that the Subcontractor its current method statements, risk assessments and safe work procedures incorporate the risks posed by Covid-19
- The Principal Contractor must ensure that the Subcontractor employees are conversant with the COVID-19 risks before commencement of construction work.
- The Principal Contractor must ensure that the Subcontractor follows all the rules that are put in place related to COVID-19.

10.19 CONSEQUENCES

When non-compliance activities are noted, that activities will be stopped. Should the remedial actions not take place the site will be shut down until the corrective actions are implemented.

Employees that do not work according to this specification and the Contractors Health and Safety Plan must be disciplined according to the company's disciplinary codes of practice.

Compliance Officer, Compliance employees, Supervisory employees on site must ensure compliance. When non-conformances are noted disciplinary actions should also be followed.

The Contractor should note that they could be fined and even according to the Disaster Management Act, arrested.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A (Notification of Intention to Commence Construction Work)

NOTIFICATION OF CONSTRUCTION WORK

Regulation 4 of the Construction Regulations, 2014

1. (a) Name and postal address of principal contractor:
(b) Name and telephone number of principal contractor's contact person:
2. Principal contractor's compensation registration number:
3. (a) Name and postal address of client:
(b) Name and telephone number of client's contact person or agent:
4. (a) Name and postal address of designer(s) for the project:
(b) Name and telephone number of designer's contact person:
5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):
6. Name/s of principal contractor's sub-ordinate manager on site appointed in terms of regulation 8(2):
7. Exact physical address of the construction site or site office:
8. Nature of the construction work:
9. Expected commencement date:
10. Expected completion date:
1. Estimated maximum number of persons on the construction site:
Total _____ Male _____ Female _____
12. Planned number of contractors on the construction site accountable to principle contractor:
13. Name(s) of contractors already chosen:

Principal contractor

Date

Client

Date



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

ANNEXURE B (Example: Appointment - Construction Supervisor)

APPOINTMENT OF A CONSTRUCTION MANAGER

CONSTRUCTION REGULATION 8 (1)

8(1) The contractor shall appoint a full time, competent employee in writing as the construction supervisor with the duty of supervising construction work

APPOINTMENT

I, _____ (contractor's name), having been appointed in terms of section 16 (2) of the Occupational Health and Safety Act (85 of 1993) to ensure full compliance with the Act, do hereby appoint:

_____ (name of appointee), being a full-time employee, as the **Construction Manager** responsible for:

_____ (site address)

,to supervise construction work for the duration of the project/ contract or until you are relocated to another site/ project or leave the employ of the company.

You are reminded that you are required to be conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act (85 of 1993) in the regard to carrying out of construction work.

Signature _____

Date _____

Designation _____

ACCEPTANCE

I, _____ (name of appointee)

hereby accept and understand the requirements of this appointment as **Construction Manager** and confirm that I have the necessary competence required and that I am conversant with all the relevant statutory provisions of the Occupational Health and Safety Act (85 of 1993).

Signature _____

Date _____

Designation _____

Certificate(s)

Training & CV _____

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY
APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8

ANNEXURE C Inspection List

Inspections Required

No.	Inspection	By who	Frequency	Record
1	Excavations	Appointed Person	Daily before shift, plus other	Checklist
2	Construction Vehicles and Mobile Plant	Appointed Person	Daily	Inventory/ checklist
3	Electrical Installations (temporary)	Appointed Person	Weekly	Inventory/ checklist
4	Fire Equipment	Appointed Person	Manufacturer's spec	Inventory/ checklist
5	First Aid Box Contents	First Aider	Monthly	Inventory
6	Ladders	Competent Person	Monthly	Inventory/ checklist
7	Lifting Tackle	Appointed Person	3- monthly	Inventory/ checklist
8	Hand Tools	Appointed Person	Monthly	Inventory/ checklist
9	Portable Electrical Equipment	Appointed Person	Monthly	Inventory/ checklist
10	Health & Safety Rep	H&S Rep/ Safety Officer	Monthly	Checklist
11	Good Housekeeping	H&S Rep/ Safety Officer	Monthly	Report
12	Stacking and Storage	Appointed Person	Monthly	Report
13	Change Rooms and Toilets	H&S Rep/ Safety Officer	Monthly	Inventory/ checklist
14	Pneumatic Tools	Appointed Person	Monthly	Inventory/ checklist

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

ANNEXURE D (Recording and Investigation of Incidents)

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT NO 85 OF 1993)
REGULATION 9 OF THE GENERAL ADMINISTRATIVE REGULATIONS
RECORDING AND INVESTIGATION OF INCIDENTS
A. RECORDING OF INCIDENT**

Name of Employer _____

Name of affected person _____

Identity Number of affected persons _____

Date of incident _____ 5. Time of Incident _____

6. Part of the body affected*

Head or neck	Eye	Trunk	Finger	Head	
Arm	Foot	Leg	Internal	Multiple	
Sprains or strains	Contusions or wounds	Fractures	Burns	Amputation	
Electric Shock	Asphyxiation	Unconsciousness	Poisoning	Occupational Diseases	
0-13 days	2-4 weeks	>4-16 weeks	>16-52 weeks	>52 weeks or permanent disablement	Killed

7. Effect on the person. *

8. Expected period of disablement. *

9. Description of Occupational disease** _____

10. Machine/ process involved/ type of work performed/ exposure* _____

11. Was the incident reported to the Compensation Commissioner and Provincial Director?

Yes	No
-----	----

Make a cross in the appropriate square

12. Was the incident reported to the Police?

Yes	No
-----	----

13. SAPS office and reference _____

*To be completed in case of a fatal incident

**in case of a hazardous chemical substance, indicate substance exposed to.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

B. INVESTIGATION OF THE ABOVE INCIDENT BY A PERSON DESIGNATED THERETO

1 Name of investigator _____ 2 Date of investigation _____

3 Designation of investigator _____

4 _____ Short _____ Description _____ of
incident _____

5 _____ Suspected _____ cause _____ of
incident _____

6. _____ Recommended _____ steps _____ to _____ prevent _____ a
recurrence _____

Signature of investigator _____ Date _____

C. ACTION TAKEN BY THE EMPLOYER TO PREVENT THE RECURRENCE OF A SIMILAR INCIDENT

Signature of investigator _____ Date _____

D. REMARKS BY HEALTH AND SAFETY COMMITTEE

Remarks _____

Signature of chairperson of
health and safety committee _____ Date _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

(Hereinafter referred to as the Company) AND

CONTRACTOR

(Hereinafter referred to as The Contractor)

Compensation Fund Number:

**AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK. INITIAL EACH
PAGE AND ANY CHANGES.**

Definition of MANDATORY

Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations.
2. Your attention is drawn to “**General Duties of Employers to their Employees**” as required by Sect 8 of the Act.
3. You are required to:
 - 3.1 Sign a written “**Agreement with Mandatory**” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
 - 3.2 Provide the **client / principal contractor** with a documented health and safety plan

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL
WATER SERVICES IN STANDERTON EXTENSION 8**

- 3.3 Provide the **client / principal contractor** with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).
- Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).*
- 3.4 Provide the **client / principal contractor** with written designation of your nominated Health and Safety Representative as per Sect 17(1).
- 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
- 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
- 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. *Note: Asbestos and Lead regulations are separate.*
- 3.8 When using a Materials Hoist , comply with Construction Regulation 17.
- 3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.
- 3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.
- 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.
- 3.12 When Excavating or Demolishing, comply with Construction Regulation 11 and 12.
- 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
- 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own **legal safety documents and registers** to comply with the Act's requirements. *A copy of the OHS Act of 1993 should be available in the main contractors office.*
5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.
- 5 Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 24 of the Act.)

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the **client** proof of registration with the Compensation Commissioner/Federated Employer's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the **client** notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the contractor) **See Section 89(1) of the COIDA**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.5 Management

C3.5.1 Applicable SANS and SABS standards

a) The following SANS 1921 Construction Works standards and associated specification data are applicable:

- i) SANS 1921-1, General
- ii) SANS 1921-2, Accommodation of traffic on public roads occupied by the contractor
- iii) SANS 1921-4, Third party management support
- iv) SANS 1921-5, Earthworks activities which are to be performed by hand
- v) SANS 1921 -6, HIV/AIDS Awareness

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.3.1	Refer to scope of works
4.7.3	No over break allowances for blasting is provided for
4.14.3	Refer to scope of works
4.14.5	The Contractor is required to provide latrine and ablution facilities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand	
Clause	Specification Data
Essential Data:	
5.1	The depth of trenches which are to be excavated by hand is 1,5 metres
SANS 1921-6, Construction and management requirements for works contracts – Part 6: HIV/AIDS awareness	
4.2.1(a)	A qualified service provider is one that is accredited or a provisionally accredited training service provider in the HIV/AIDS field. A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za
Additional clauses	
	The duration of each workshop is not to be less than 2 ½ hours.

C3.5.2 Planning and Programming

The time for completion will be 6 months, which includes the allowance for inclement weather. All statutory holidays for the Civil Engineering Industry falling within the authorised contract period, will be allowed as extensions to this period, but the Contractor will not be paid additional Time-Related charges for these days (Ref. PSA 8.4.1).

The Contractor shall submit to the Engineer within 14 days of the Commencement Date, a detailed programme setting out clearly the sequence of work, and the resources, which he intends to use.

C3.5.3 Environment

a) Sand and dust control

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement, which may arise due to his operations.

b) Precautions Against Nuisance

Operations are being conducted in an urban area and in the presence of passing traffic. Precautions shall be taken to protect the public and to prevent unnecessary noise, dust or other nuisance.

Any rock or debris falling from trucks on the roads in use by the public shall be removed immediately. Precautions shall be taken to prevent fouling of public roads and completed construction by trucks transporting muddy material. The Engineer may order the Contractor to broom off and clean roads continuously where the mud tracking of vehicles or falling debris may constitute a danger to the travelling public.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

c) Silencing of Plant

Plant used on the Works shall be efficiently silenced and comply with the Noise Control By-Laws as appeared in the Administrator's Notice No. 1784 of 29 November 1978. Noise operations will be permitted only between the hours of 7:00 am and 5:00 p.m. Any work outside normal hours will be permitted only on the written authority of the Engineer, laid down in Clause 26 of the General Conditions of Contract.

C3.5.4 Accommodation of Traffic On Public Roads Occupied By The Contractor

The works involves the construction of new roadways and stormwater within an established residential community. The works will be undertaken in such a manner to provide access to residential property accesses and special attention must be drawn to the accommodation/deviation of traffic on the affected area of the works.

The need to accommodate the traffic safely and with the least amount of inconvenience to the travelling public is necessary throughout the construction period. The travelling public shall have the right of way on public roads 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.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to stop the execution of the works until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the specifications.

C3.5.5 Testing, Completion, Commissioning, and Correction of Defects

Materials of work that do not conform to the approved samples submitted in terms of the General Conditions of Contract will be rejected. The Engineer reserves the right to submit samples to tests, to ensure that the material represented by the samples meet the specification requirements.

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

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

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

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the specifications.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.6 Recording of Weather

Daily temperature and rainfall data shall be recorded in the site diary, and a copy shall be provided to the engineer's representative on a weekly basis. A rainfall gauge shall be located at the contractor's site camp. Temperature readings shall be taken at commencement and closure of the site on a daily basis. Additional readings will be required during construction of layer works, concrete works and surfacing.

C3.5.7 Format of Communications

Communication throughout the contract will be undertaken via written communication either by fax, site instruction or post. Email communication will only be considered as proof of communication when followed up by a written communication on the letterheads of the author or via a site instruction.

Request for inspection of the works will be accepted telephonically, however this request must be recorded in the site diary and site instruction book.

C3.5.8 Key Personnel

A schedule of key personnel to be employed with curriculum vitae of relevant experience shall be provided to the employers' representative prior to site handover.

C3.5.9 Management Meeting

The Engineer will conduct site meetings, prepare and circulate minutes, as determined by him at the beginning of the contract. The Contractor shall attend these meetings and shall ensure that when necessary, the required sub-contractor is represented. The approved minutes shall become part of the contract documents.

The Contractor shall be required to conduct safety meetings at intervals agreed to between the Employer or his Safety Agent and the Contractor as specified in the Health and Safety Specification bound in this document.

C3.5.10 Payment Certificates

The contractor shall submit to the engineer after the end of each month a statement in the required format, showing the estimated amount due to him, calculated in accordance with the General Conditions of Contract. The statement to be submitted by the contractor shall consist of 2 copies of the schedule of quantities.

C3.5.11 Protection of the Public

The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

C3.5.12 Site Visitors Book

A Site Visitors Book must be kept on site. All visitors visiting to the site must report to the site office and sign in the Site Visitors book before entering the construction site. The Agent and/or the Safety Officer must always accompany the Visitor. The Visitor must wear a hard hat, safety shoes and safety clothing when required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.13 Information In Respect Of Plant

Information relating to plant on Site shall be recorded in the Daily Site Diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.14 Information In Respect Of Employees

Information relating to labour and management on Site shall be recorded in the Daily Site Diary, in addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C: CONTRACT

Part C4: Site Information

Part: C4 Site Information

C4.1 Nature of Ground

The Tenderer will be permitted to excavate trial holes in the area of the works at his own expense provided that they are properly safeguarded and reinstated. Should the Tenderer wish to excavate his own trial holes; he shall first ascertain, in conjunction with the Engineer, the position of any underground services, which may exist in the area. The Tenderer shall indemnify the Municipality against the cost of repairing any underground services damaged by the Tenderer or his agents, while carrying out such excavations.

C4.2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

C4.3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

C4.4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4.5 Proving of Underground Services

It is stressed that all services in a particular area must be proven before commencing work in that area.

Insofar as bulk earthworks are concerned, where services are indicated on the drawings or where from site observations can reasonably be expected that such services are likely to exist where excavations are to take place, the Contractor shall without instructions from the Engineer carefully excavate by hand to expose and prove their positions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

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When a service is not located in its expected position the Contractor shall immediately report such circumstances to the Engineer who will decide what further searching or other necessary action is to be carried out and shall instruct the Contractor accordingly.

Should any service be damaged by the Contractor in carrying out the works, and should it be found that the procedure laid down in this clause has not been followed than all costs in connection with the repair of service will be to the Contractors account.

Proving of services shall be completed at least two weeks in advance of the actual programmed date for commencing work in the area. The position of these services located must be co-ordinated and levelled by the Contractor, and the information given in writing to the Engineer's representative.

The requirements of this clause do not relieve the Contractor of any obligations as detailed under the General Conditions of Contract or the Special Conditions of Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C5 SERVICE LEVEL AGREEMENT

This part of the tender document shall be completed on acceptance of the most responsive contractor.

GERT SIBANDE DISTRICT MUNICIPALITY



SERVICES LEVEL AGREEMENT

Between

“GERT SIBANDE DISTRICT MUNICIPALITY”

And

“.....”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THEREFORE THE PARTIES CONCLUDE THEIR AGREEMENT ON THE FOLLOWING TERMS AND CONDITIONS: -

1. PRECEDENCE

The terms and conditions of this agreement shall take precedence over any other terms and conditions that may have been discussed by the parties.

2. DURATION

2.1 Notwithstanding the date of signature, this agreement shall commence on this _____ day of _____ 20____ and shall continue for a term of 18 months unless terminated by either party giving **30 days' notice in writing** to the other party.

3. SERVICES

3.1..... shall rectification of internal water services in Standerton extension 8 water lines, internal reticulation infrastructure, construction of a waterline and installation.

4. PAYMENT TERMS

4.1 shall submit a valid invoice to GSDM for the provision of services on monthly basis.

4.2 GSDM shall pay the amount charged within *30 days* of the date of a valid invoice into the bank account nominated by _____.

5. OBLIGATIONS OF.....

.....as a service provider shall render the following services: referred to the bill of quantities as annexure A of the tender document.

6. ADMINISTRATION OF THE SERVICE

The Service Provider must ensure that they have the resources available (both staff and systems) to ensure that the material requested are available on order.

7. CHANGE IN CIRCUMSTANCES

If the circumstances surrounding the fulfilment of this agreement should alter materially from those prevailing at the time of signature of this agreement, then the parties undertake to renegotiate such of the terms and provisions of this agreement as may be necessary to ensure that this agreement remains fair and equitable to each of the parties.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. BREACH OF AGREEMENT

8.1 If a dispute arises between the parties concerning any matter relating to this agreement, then both parties shall enter into negotiations, in good faith, in order to resolve the matter.

8.2 If the parties are unable to resolve the matter between them, they may but are not obligated to refer the matter to arbitration. The arbitrator may in turn appoint an independent expert in the field in which the dispute has arisen, provided that both parties accept and agree on the arbitrator and his choice of independent expert and the terms and conditions of his appointment. The arbitrator shall decide the matter, and both parties shall agree to be bound by his decision.

8.3 In the event that the parties are unable to resolve the matter, or fail to agree on either an arbitrator or an expert, or the terms and conditions of his appointment, or if either party is in repeated breach of this agreement, then the party who has been aggrieved shall give written notice to the other party calling on it to remedy any breach of the agreement. If the other party fails to remedy the breach within 7 (seven) days of receipt of the notice, then the aggrieved party may elect to cancel the agreement, or to demand specific performance, without prejudice to its rights to claim damages and without prejudice to any other rights it may have in law.

9. JURISDICTION

Both Parties consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against either of them by the other; provided that either party shall be entitled to bring any proceedings in the High Court where such proceedings would, but for this consent, fall outside the jurisdiction of the Magistrate's Court.

10. ADDRESS FOR RECEIPT OF NOTICES AND DOCUMENTS

10.1 The parties choose the following as their addresses for the receipt of any notices or documents in terms of this agreement, including any documents that may be issued by a court of law:

10.1.1: Physical Address:
: Gert Sibande District Municipality
: Cnr. Joubert and Oosthuise Street.
: Ermelo

10.1.2 : Postal Address:
: P/Bag X 1748
: **ERMELO**
: 2350

Fax : 017 811 1207
Tel : 017 811 7000 / 7144



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

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10.1.3 : Postal Address: (Details of the Potential Service Provider)

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

Cell :

10.2.1 Either party may change the address given above on written notice to the other, provided that the address is a physical place of business or residence, and not merely a postal address.

10.2.1 Every notice shall be deemed, unless the contrary is proved, to have been received: If delivered by hand, on the date of delivery;

10.2.2 If sent by prepaid registered post, 7 (seven) days after the date on which the notice is posted;

10.2.3 If sent by fax, on the first business day after the date of successful transmission of the fax.

11. VARIATION

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

12. WAIVER

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other party which may have arisen in the past or which might arise in the future.

13. GENERAL

13.1 Unless the context indicates otherwise the rights and obligations of any party arising from this agreement shall devolve upon and bind its successors-in-title.

13.2 Prior drafts of this agreement shall not be admissible in any proceedings as evidence of any matter relating to any negotiations preceding the signature of this agreement.

13.3 Neither party may cede or assign any of their rights or obligations in terms of this agreement to any person, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14. CONFIDENTIALITY AND PROTECTION OF PROPRIETARY INFORMATION

14.1 All of the details of this Agreement shall be considered as confidential, and shall not be given in any form whatsoever to a third party, without prior written consent of the other party. This excludes any necessary information required by a third party in order to give effect to the provisions of this agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

15. WARRANTY OF AUTHORITY

15.1 Both parties, and the persons signing on behalf of the parties, warrant their authority to conclude this agreement.

15.2 Both parties further warrant that there is nothing that influence, or prevent any of the provisions of this agreement from being enforced.

16. SEVERABILITY

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

17. SERVICE REQUESTS

In support of services outlined in this Agreement, the Service Provider will respond to service requests submitted by the Customer within the following time frames:

- Within 3 (Three) Working days (during business hours).

18. FORMALITIES

The parties agree that they will do all things and sign all documents necessary to give effect to the terms of this agreement.

19. ENVIRONMENT

The service provider shall ensure that all material, services and works supplied in terms of the contract conform to all applicable environmental legislation.

20. WHOLE AGREEMENT

This written agreement constitutes the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

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

Ms. Radebe
ACTING Municipal Manager

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AS WITNESSES For: **Gert Sibande District Municipality**

1 _____

2 _____

Who by his/her signature as Director warrants that he/she is duly authorised

AS WITNESSES For: **Service Provider**

1 _____

2 _____



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Annexure MBD 6.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GERT SIBANDE DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Local Content Declaration - Summary Schedule

Tender No. Tender description: Designated product(s) Tender Authority: Tendering Entity name: Tender Exchange Rate: Specified local content %	<div style="text-align: center; margin-bottom: 20px;">Annex C</div> <div style="display: flex; justify-content: space-around;"> Pula <input style="width: 50px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/> </div>	Note: VAT to be excluded from all calculations
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Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B _____ Date: _____	<div style="margin-bottom: 10px;">(C20) Total tender value</div> <div style="margin-bottom: 10px;">(C21) Total Exempt imported content</div> <div style="margin-bottom: 10px;">(C22) Total Tender value net of exempt imported content</div> <div style="margin-bottom: 10px;">(C23) Total Imported content</div> <div style="margin-bottom: 10px;">(C24) Total local content</div> <div style="margin-bottom: 10px;">(C25) Average local content % of tender</div>
--	---

GERT SIBANDE DISTRICT MUNICIPALITY

Imported Content Declaration – Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
This total must correspond with Annex C - C 21								(D19) Total exempt imported value			
B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
								(D32)Total imported value by tenderer			

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APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
								(D45) Total imported value by 3rd party			

B. Imported directly by the Tenderer			Calculation of foreign currency payments			Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange		Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)		(D51)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						

GERT SIBANDE DISTRICT MUNICIPALITY
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(D53) Total of imported content & foreign currency payments - (D32),
(D45) & (D52) above

This total must
correspond with Annex
C - C 23

Signature of tenderer from Annex B

Date:

GERT SIBANDE DISTRICT MUNICIPALITY

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Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

Tender description:			Note: VAT to be excluded from all calculations
Designated products:			
Tender Authority:			
Tendering Entity name:			

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	
	(E9) Total local products (Goods, Services and Works)			

Manpower costs	(E10)(Tenderer's manpower cost)	
-----------------------	----------------------------------	--

Factory overheads	(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)	
--------------------------	---	--

GERT SIBANDE DISTRICT MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION AND REMEDIAL WORKS OF THE INTERNAL WATER SERVICES IN STANDERTON EXTENSION 8

Administration overheads and mark-up

(E12)(Marketing, insurance, financing, interest etc.)

(E13) Total local content

Signature of tenderer from Annex B

**This total must correspond with
Annex C - C24**

Date: _____

The guidance document can be found at: www.dti.gov.za/industrial_development/docs/ip/guideline.pdf

ANNEXURES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annexure A: Tender Stage Drawings

(Bound Separately)

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Contractor

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Witness 1

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Witness 2

--

Employer

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Witness 1

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Witness 2