

TENDER NO: 314 /2021

**UPGRADES TO THE SAND RIVER PUMPSTATION
FOR CITY OF MBOMBELA**

TENDER DOCUMENT

CLOSING DATE: 08 November 2021 @ 11h00

TENDERER: _____

TENDERED AMOUNT (Incl VAT): R _____

IMPLEMENTING AGENT

City of Mbombela

PO Box 45

Mbombela 1200

Tel: 013-759 9111

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER : _____

ADDRESS : _____

TELEPHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

CLOSING DATE : _____

TENDERED AMOUNT : _____

Signed by authorised representative of the TENDERER : _____

DATE : _____

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

IMPORTANT INFORMATION

PLEASE READ CAREFULLY BEFORE COMPLETING DOCUMENT.

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

1. NOTICE TO ALL TENDERERS

This is an original document:

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

2. STANDARDS APPLICABLE TO THIS DOCUMENT

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

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

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CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

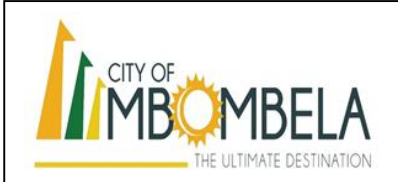
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T1.1 TENDER NOTICE AND INVITATION TO TENDER



BID NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION FOR CITY OF MBOMBELA

Invitation to Tender

City of Mbombela invites tenders for the UPGRADES TO THE SAND RIVER PUMPSTATION. The scope of work entails refurbishment of the pump station and Installation of a package 2Ml/d water treatment plant.

Tenderers should have a **CIDB contractor grading of 7ME of Higher**.

It is compulsory that service providers download a copy of the bid document that will ONLY be available as from **05 October 2021** on the e-Tender Portal: www.etenders.gov.za and www.mbombela.gov.za on the tenders and notices folder, free of charge.

Duly completed bid documents and supporting documents which are **TAX COMPLIANCE STATUS, COPY OF B-BBEE CERTIFICATE, RATES AND TAXES CLEARANCE FROM RELEVANT LOCAL AUTHORITY FOR ALL COMPANY DIRECTORS & CSD REGISTRATION FULL REPORT (SUMMARY WILL NOT BE ACCEPTED)**, together with the bid document must be sealed in an envelope clearly marked: **"Bid No: 314/2021: UPGRADES TO THE SAND RIVER PUMPSTATION FOR CITY OF MBOMBELA, CLOSING DATE 08 November 2021"** with the name of the bidder shall be placed in the bid box at MBOMBELA CIVIC CENTRE at 1 NEL STREET, MBOMBELA, before **11:00** on the closing date.

No briefing session shall be conducted for this tender. Technical enquiries may be directed to the project manager through email address: khehla.ngomane@mbombela.gov.za.

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

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

Procurement Enquiries	:	Christopher Nkambule Tel: 013 759 2358
Technical Enquiries	:	Khehla Ngomane Tel: 013 759 9121
Employer	:	The Municipal Manager: Mr. W Khumalo City of Mbombela Po Box 45; Mbombela; 1200

VISIT OUR WEBSITE: www.mbombela.gov.za

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

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

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UPGRADES TO THE SAND RIVER PUMPSTATION

T1.2 TENDER DATA

The conditions of tender are the standard conditions of tender as contained in SANS 10845-3.

Construction procurement, Part 3: Standard conditions of tender that apply specifically to this tender.

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

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

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

Clause Number	Data
	The conditions of tender are those contained in the latest edition of SANS 10845-3, Construction Procurement – Part 3: Standard conditions of tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.
3.1	The Employer is: City of Mbombela, 1 Nel Street, Mbombela, 1200
	The tender documents issued by the Employer comprise: THE TENDER Part T1 Tendering Procedures Part T1.1 Tender Notice and Invitation to Tender (white) Part T1.2 Tender Data (pink) Part T1.3 Preferential Procurement Policy of City of Mbombela (pink) Part T2 Returnable Documents Part T2.1 List of Returnable Documents (yellow) Part T2.2 Returnable Schedules to be completed by the Contractor (yellow) Part T2.3 Returnable Schedules II (yellow)
3.2	THE CONTRACT Part C1 Agreement and Contract Data C1.1 Form of Offer and Acceptance (pink) C1.2 Contract Data (yellow) C1.3 Form of Guarantee (white) C1.4 Agreement in terms of Occupational Health and Safety Act, 1993 (white) C1.5 Authority for Signatory in Terms of OH&S Act, 1993 (white)

	Part C2 Pricing Data C2.1 Pricing Assumptions (yellow) C2.2 Bill of Quantities and Information Sheets (yellow) Part C3 Scope of Works C3.1 Scope of Works (blue) C3.2 Engineering (blue) C3.3 Procurement (blue) C3.4 Construction (blue) C3.5 Management (blue) C3.6 Health and Safety (blue) Part C4 Site Information C4 Site Information (green) Appendices Annexure A Health and Safety Specification (white) Annexure B Drawings for Tender Purposes (white)
3.4	The Employer's Agent is: Not applicable.
3.5	The language for communications is English.
3.6	The competitive negotiation procedure shall not be applied.
4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated: a) CIDB registration Only those tenderers who are registered with the CIDB, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a 7ME of construction work, are eligible to have their tenders evaluated. Tenderers registered as potentially emerging enterprises but with a CIDB contractor grading designation lower than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, are not eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer's ability to perform the work specified at the tendered value, the Employer lists in the table below the margins it considers reasonable. However, in the event that the sum tendered exceeds the margins shown then such tender shall be deemed non-responsive. Joint Ventures are eligible to submit bids provided that: (1) every member of the joint venture is registered with the CIDB; (2) the lead partner has a contractor grading designation in the 7ME or Higher class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 7ME or Higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

	b) Key Personnel In order to be considered for an appointment in terms of this tender, the tenderer must have in its permanent employment key personnel who will be the single point accountability and responsibility for the management of the construction works. Alternatively, a signed undertaking from an organization having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-contractor agreement, will be acceptable. Such undertaking must be attached to Forms T of the Returnable Schedules. Individuals must be identified for each of the key personnel listed under Forms S. Where the key personnel are no longer available to undertake the necessary work after the award of the tender, the contractor shall within a period of 14 working days replace the key personnel listed in Forms S with personnel with equivalent competencies and subject to approval by the Employer. Such approval shall not be unreasonably withheld. The key person shall be a suitably qualified and experienced contracts manager who will be the single point accountability and responsibility for the management of the construction works, and who is registered with SACPCMP as Pr.CM or ECSA as Pr.Eng or Pr.Tech.Eng shall be required as a minimum. Where the Contracts Manager will not be employed on the Works full time, his powers will be delegated to the approved construction manager. Failure to comply with the requirements or to complete Form S may render the tender non- responsive. c) National Treasury Central Supplier Database Tenderers who are not registered on the National Treasury Central Supplier Database at close of tender, shall submit a copy of their application of registration, with their tender submission. Tenders received from such tenderers who have not submitted proof of their registration within 21 days after the closing date for tender submissions, will not be considered.
4.6	Failure to apply instructions contained in addenda may render a tenderer's offer non-responsive in terms of Condition of Tender 5.8.
4.7	No briefing session shall be conducted for this tender.
4.8	Request clarifications at least 7 working days before the closing time.
4.10	Tenderers are required to state the rates and currencies in Rand.
	An alternative tender offer will only be considered if a main tender offer, strictly in accordance with all the requirements of the tender documented is also submitted. If the tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.
4.12	Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

4.13	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:
4.15	Location of tender box: City of Mbombela Physical address: 1 Nel Street, Mbombela 1200 Identification details: Tender 314/2021, UPGRADES TO THE SAND RIVER PUMPSTATION Tenders can be submitted 24 hours a day from Monday to Friday at the Employer's address. It is in the tenderer's interest to ensure that the delivery of the tender offer is recorded in the Employer's tenders received register.
4.13.4	The tenderer is required to submit all certificates as listed in the Schedule of Tender Compliance (Form T).
4.13.5	A two-envelope procedure will not be followed.
4.15	The closing time for submission of tender offer is as stated in the Tender Notice and Invitation to Tender.
4.16.1	The tender offer validity period is 120 days.
4.16.2	Where a tenderer, at any time after the opening of his tender offer but prior to entering into a contract based on his tender offer: a) withdraws his tender; b) gives notice of his inability to execute the contract in terms of his tender; or c) fails to comply with a request made in terms of 4.17, 4.18 or 5.9, such tenderer shall be barred from tendering on any of the Employer's future tenders for a period to be determined by the Employer, but not less than six (6) months, from the date of tender closure. The Employer may fully or partly exempt a tenderer from the provisions of this condition if he is of the opinion that the circumstances justify the exemption.
4.18	Any additional information requested under this clause must be provided within 5 (five) working days of date of request.
4.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document.
5.1	The employer shall respond to clarifications received up to 7 working days before tender closing time.
5.2	The employer shall issue addenda until 5 working days before tender closing time.
5.7	In the event of disqualification, the Employer may, at its sole discretion, impose a specified period during which tender offers will not be accepted from the offending tenderer and report same to CIDB and National Treasury.

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

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

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

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

Eligibility for preference points will be determined as follows:

5.11.8

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

5.11.9

Description of quality criteria	Maximum number of points
Plant and equipment	20
Key Personnel	15
Company Experience	50
Financial References	15
Total evaluation points for quality (Ms)	100

Tender offers will only be considered responsive if the minimum quality requirement of **70 points** is achieved.

Tenderers are required to demonstrate their ability to undertake the work and provide proof of previous experience, expertise and availability of plant and equipment to undertake a project of this nature. Tenderers are therefore required to meet a minimum Quality Score of 70% (70 points out of 100) based on the criteria listed below. A score of less than 70 out of 100 points for Quality will render the tender non-responsive. The onus rests with the Tenderer to supply sufficient information to allow for evaluation and award of points detailed below. If insufficient information is provided, zero points will be awarded for that particular item.

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

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

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

ii). Key Personnel **(Maximum 15 points)**

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

iii). Water treatment works, water package plant and water pump station experience **(Maximum 50 points)**

Details of paved surface roads related projects & supporting information in terms of the points to be claimed in terms of quality, must be entered in Form Q in the Returnable Schedule.

iv). Financial References **(Maximum 15 points)**

Details of financial references are to be entered in Form S of the Returnable Schedules.

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

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

5.13	In addition to the requirements of the Condition of Tender, offers will only be accepted if: - the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/). CSD is compulsory for any company to bid. Full report not summary - the tenderer is in good standing with SARS according to the Central Supplier Database. - the tenderer submits an Original letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.8 of this procurement document. - the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. - the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; - the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; - the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; - the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; - the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. - No Tippex has been used on the bid document. - The tenderer has not used an erasable pen and completed the bid document with a pencil.
5.17	The number of paper copies of the signed contract to be provided by the employer is One.
5.19	All requests shall be in writing.

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

PART T2: RETURNABLE DOCUMENTS

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
PART T2	RETURNABLE DOCUMENTS (See List of Documents)	T.12 T.13 – T.55

PART T2: RETURNABLE DOCUMENTS

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

The Tenderer must complete the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

FORM NO / GBD NO	FORM DESCRIPTION
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)
FORM C	DECLARATION OF INTEREST MBD 4
FORM D	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)
FORM E	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MDB 6.1)
FORM F	COMPULSORY DECLARATION (SIPDM) (GBD 4)
FORM G	MUNICIPAL UTILITY ACCOUNT
FORM H	CERTIFICATE OF INDEPENDENT TENDER (GBD 9)
FORM I	DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)
FORM J	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (GBD 8)
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY
FORM L	AUTHORITY OF SIGNATORY
FORM M	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
FORM O	REGISTRATION WITH CIDB
FORM P	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) MBD 5
RETURNABLES FOR QUALITY CRITERIA	
FORM Q	SCHEDULE OF CURRENT COMMITMENTS
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS
FORM S	PLANT & EQUIPMENT
FORM T	FINANCIAL RESOURCES: BANKING INFORMATION
FORM U	CONSTRUCTION PERSONNEL
FORM V	SCHEDULE OF TENDER COMPLIANCE

NOT APPLICABLE TO THIS TENDER

Notes to Tenderer:

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

This is to certify that I,

.....

representative of (tenderer)

.....

of (address)

.....

.....

.....

telephone number

.....

fax number

.....

e-mail

.....

attended the clarification meeting on (date)

.....

Signature of Representative

.....

FORM B RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)

We confirm that the following communications received from the Employer before the submission of this Tender, amending the Tender documents, have been taken into account in this Tender:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

FORM C DECLARATION OF INTEREST MBD 4

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

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....
.....

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

3.7.1 If so, furnish particulars

.....
.....

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

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

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

3.8.1 If so, furnish particulars

.....
.....

3.9 Are you, aware of any relationship (family, friend, other) Between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.9.1 If so, furnish particulars

.....
.....

3.10 Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state? YES / NO

3.10.1 If so, furnish particulars.

.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state? YES / NO

3.11.1 If so, furnish particulars.

.....
.....

CERTIFICATION

I, THE UNDERSIGNED.....

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

FORM D DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

This form shall only be completed if the Tender Sum exceeds R10 million (all applicable taxes included).

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

YES / NO (Delete whichever is not applicable)

- 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 (Delete whichever is not applicable)

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

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

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

YES / NO (Delete whichever is not applicable)

- 3.1 If yes, furnish particulars

.....

.....

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

YES / NO (Delete whichever is not applicable)

- 4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

**FORM E PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017 (MDB 6.1)**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

the **80/20** preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million (all applicable taxes included); and
the **90/10** preference point system for acquisition of goods or services with Rand value above R50 million (all applicable taxes included).

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

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

	POINTS
1.3.1.1. PRICE	80
1.3.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION	20
1.3.1.3. 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

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

- c. "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;
- d. "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- e. "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- f. "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;
- g. "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;
- h. "contract" means the agreement that results from the acceptance of a bid by an organ of state;
- i. "EME" means any enterprise with an annual total revenue of R5 million or less.
- j. "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 tendering costs of any service, for the execution of the contract;
- k. "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;
- l. "non-firm prices" means all prices other than "firm" prices;
- m. "person" includes a juristic person;
- n. "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;
- o. "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;
- p. "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;
- q. "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
- r. "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. ADJUDICATION USING A POINT SYSTEM

- a. The bidder obtaining the highest number of total points will be awarded the contract.

- b. 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;.
- c. Points scored must be rounded off to the nearest 2 decimal places.
- d. 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.
- e. 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.
- f. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

3. POINTS AWARDED FOR PRICE

a. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

4. Points awarded for B-BBEE Status Level of Contribution

- a. In terms of Regulation 6 (2) and 7 (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

- b. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the 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.
- c. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- a. B-BBEE Status Level of Contribution: =(maximum of 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) and also include original Sworn Affidavit for EMEs.

7. SUB-CONTRACTING

- a. Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)
- i. If yes, indicate:
 1. what percentage of the contract will be subcontracted?%
 2. the name of the sub-contractor?

3. the B-BBEE status level of the sub-contractor?
4. whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

8. DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of firm :
.....

b. VAT registration number :
.....

c. Company registration number :
.....

d. TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

e. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

f. COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[Tick applicable box]

g. MUNICIPAL INFORMATION

Municipality where business is situated

.....

Registered Account Number

Stand Number.....

- h. TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?
- i. 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:
1. The information furnished is true and correct;
 2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 3. 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;
 4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

.....

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

.....

DATE:.....

ADDRESS:.....

.....

.....

.....

FORM F COMPULSORY DECLARATION (SIPDM) (GBD 4)

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

Section 1: Enterprise Details

Name of Enterprise

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

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

--	--

Section 3: SARS Information

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

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

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

Full name of principal	Identity number	Personal tax reference number

***insert separate page if necessary**

Section 7: Record in the service of the state

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

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

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

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

***insert separate page if necessary**

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

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

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

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

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

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

*insert separate page if necessary

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

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

☐ Yes ☐ No (Tick appropriate box)

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

Section 10: Declaration

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

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

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

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

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

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

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

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

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

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

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

Signed Date

Name Position

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

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

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

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

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

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

ATTACH THE FOLLOWING DOCUMENTS TO THIS PAGE

- **For Closed Corporations**

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

OR

- **For Companies**

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

OR

- **For Joint Venture Agreements**

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

OR

- **For Partnership**

- Certified Copies of the ID's of the partners

OR

- **One person Business / Sole trader**

- Certified Copy of ID

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

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

UTILITY ACCOUNT NUMBER	NAME OF MUNICIPALITY	NAME OF OWNER

**ATTACH AN ORIGINAL OR A COPY OF A MUNICIPAL UTILITY ACCOUNT
OLDER THAN THREE (3) MONTHS)**

Important: Note the following

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.
- Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the Municipal Utility account of leased premises in the name of the Landlord.

FORM H CERTIFICATE OF INDEPENDENT TENDER (GBD 9)

Notes to tenderer:

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

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

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Tenderer)

- i) I have read and I understand the contents of this Certificate;
- ii) I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- iii) I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- iv) Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
- v) For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
- vi) The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- vii) In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) bidding with the intention not to win the tender.
- viii) In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

- ix) The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
- x) I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

ATTACH TAX COMPLIANCE STATUS (TCS) PIN TO THIS PAGE

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

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

FORM J DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (GBD 8)

Notes to tenderer:

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

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

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

 Signature

 Date

 Capacity under which Tender is Signed

 Name of Tenderer

FORM K DECLARATION OF TENDERER'S LITIGATION HISTORY

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

YES

NO

If yes, furnish your details in table below.

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

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

Client	Other Litigating Party	Dispute	Award Value	Date Resolved

Signature

Date

Capacity under which Tender is
Signed

Name of Tenderer

FORM L AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name:

Contact number:

Office address:

.....

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr.....

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

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

behalf of

.....

(BLOCK CAPITALS) SIGNED ON BEHALF OF THE

COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

SIGNATURE

AS WITNESSES: 1. NAME SIGNATURE

2. NAME SIGNATURE

FORM M REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

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

Name of Contractor:

.....

Central Supplier Database Supplier Number:

.....

Affix to this page, Proof of registration with the full Central Supplier Database report drawn from the National Department of National Treasury website not older than 10 days from the closing date summary will not be accepted.

FORM N PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Notes to tenderer:

1. Discovery that the tenderer has failed to make proper disclosure may result in City of Mbombela terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.
2. The tenderer shall attach to this Form evidence of registration and proof of good standing in the construction work with a compensation insurer who is approved by the Department of Labour in terms of Section 80 of the Compensation for Occupational Injuries Diseases Act (Act No. 130 of 1993) (COIDA). Relevant COIDA certificate to be in line with the services to be provided (failure to comply shall lead to the disqualification of bids).

Affix certificate of Good Standing with Compensation Commissioner (Dept. of Labour)

to this page.

FORM O REGISTRATION WITH CIDB

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

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

Expiry Date:

**FORM P DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE
TAXES INCLUDED) MBD 5**

**This form shall only be completed if the Tender Sum exceeds R10 million
(all applicable taxes included).**

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

YES / NO (Delete whichever is not applicable)

- 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 (Delete whichever is not applicable)

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

- 2.2 If yes, provide particulars.

.....

.....

.....

.....

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

YES / NO (Delete whichever is not applicable)

- 3.1 If yes, furnish particulars

.....

.....

TENDER NO: 314/2021
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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 (Delete whichever is not applicable)

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THE DECLARATION PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF TENDERER

RETURNABLES FOR QUALITY CRITERIA

TENDER NO: 314/2021
UPGRADES TO THE SAND RIVER PUMPSTATION
FORM Q: SCHEDULE OF CURRENT COMMITMENTS

Notes to tenderer:

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

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

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

Signature

Date

Capacity under which Tender is Signed

Name of Tenderer

FORM R COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS

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

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

- 1 Points will be given for projects completed of similar nature and size.
- 2 The tenderer scores 5 points per project with a value of between more than R1.million to R5mill completed in the last 5 years.
- 3 The tenderer scores 10 points per project with a value of more than R5 million or more completed in the last 5 years.
- 4 Bidders must submit both appointment letter and completion certificate for each completed project to obtain maximum points.

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

FORM S PLANT & EQUIPMENT

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

1. Bidders must attach Proof of ownership
2. No points will be allocated for hired plant

Description, size, capacity, etc.	Allocate Points if owned	Allocate Points if hired	Quantity Required	Quantity owned	Quantity hired	Points Scored
LDV	5	0	1			
Tipper Truck	7.5	0	1			
TLB	7.5	0	1			
Total	20	0				
Total Points Allocated						

*Attached additional pages if more space is required.

FORM T FINANCIAL RESOURCES: BANKING INFORMATION

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

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

- 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 Rating C or better	10
Letter of Intent to provide 10% guarantee.	5
Total evaluation points for quality (Ms)	15

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

FORM U CONSTRUCTION PERSONNEL

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

i. Site Agent

Site Agent is required to have a N.D Mechanical/electrical Engineering or equivalent to a NQF 6 qualification and a minimum of 10 years in mechanical/electrical construction experience in a contracts manager's role, as indicated below:

EXPERIENCE IN SIMILAR CONSTRUCTION UP TO YEARS	2	4	6	8	10
POINTS	1	2	3	4	5

ii. Site Foreman

Site Foreman on permanent/contract basis, with at least NQF 4 qualification or related qualification with experience in road projects of not less than seven (7) years. Points will be allocated on a pro-rata basis for experience between 7 to 10 years, as indicated below:

EXPERIENCE IN SIMILAR CONSTRUCTION UP TO YEARS	4	6	8	10
POINTS	2	3	4	5

iii. Safety Officer

Safety officer on permanent/contract basis, with a valid First Aid Certificate plus OSHA (Construction Regulations) qualification or related qualification with experience in road projects of not less than three (3) years. Points will be allocated on a pro-rata basis for experience between 3 to 5 years, as indicated below:

EXPERIENCE IN SIMILAR CONSTRUCTION UP TO YEARS	4	5
POINTS	3	5

Experience	Points
Provide detailed CVs and certified qualifications for all Key Personnel for each category stated above.	15

KEY PERSONNEL EXPERIENCE (SITE AGENT)

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

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

Technical/Managerial Experience

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

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

KEY PERSONNEL EXPERIENCE (SITE FOREMAN)

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

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

Technical/Managerial Experience

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

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

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

Note: Only CV's and Certified Qualifications of Key personnel that were named and shown on the organogram to be attached.

COMPETENCE ACHIEVEMENT SCHEDULE (QUALITY)

	MAXIMUM POINTS TO BE ALLOCATED	POINTS CLAIMED BY TENDERER	ALLOCATED POINTS
Company Experience	50		
Plant and Equipment	20		
Financial References	15		
Key Personnel	15		
Sub-Total	100		
TOTAL	100		

Note:

Total allocated for Quality is 100 points. The minimum threshold required to qualify for the next stage of evaluation is 70 points. Only those tenders that achieve the minimum number will proceed to the price and preference evaluation stage.

FORM V SCHEDULE OF TENDER COMPLIANCE

Note to tenderer:

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

FORM NO / GBD NO	FORM DESCRIPTION	TICK IF COMPLETED
FORM A	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING	N/A
FORM B	RECORD OF ADDENDA TO TENDER DOCUMENTS (SIPDM)	
FORM C	DECLARATION OF INTEREST MBD 4	
FORM D	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)	
FORM E	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MDB 6.1)	
FORM F	COMPULSORY DECLARATION (SIPDM) (GBD 4)	
FORM G	MUNICIPAL UTILITY ACCOUNT	
FORM H	CERTIFICATE OF INDEPENDENT TENDER (GBD 9)	
FORM I	DECLARATION OF GOOD STANDING REGARDING TAX (GBD 2)	
FORM J	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (GBD 8)	
FORM K	DECLARATION OF TENDERER'S LITIGATION HISTORY	
FORM L	AUTHORITY OF SIGNATORY	
FORM M	REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE	
FORM N	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER	
FORM O	REGISTRATION WITH CIDB	
FORM P	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) MBD 5	
RETURNABLES FOR QUALITY CRITERIA		
FORM Q	SCHEDULE OF CURRENT COMMITMENTS	
FORM R	COMPANY EXPERIENCE IN RELATION TO SCOPE OF WORKS	
FORM S	PLANT & EQUIPMENT	
FORM T	FINANCIAL RESOURCES: BANKING INFORMATION	
FORM U	CONSTRUCTION PERSONNEL	
FORM V	SCHEDULE OF TENDER COMPLIANCE	

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA

PART C2 PRICING DATA

PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

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

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

C1.1 FORM OF OFFER

C1.2 FORM OF ACCEPTANCE

C1.3 SCHEDULE OF DEVIATIONS

C 1.1: FORM OF OFFER

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **THE UPGRADES TO THE SAND RIVER PUMPSTATION.**

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

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

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

_____ (in words) R _____ (in figures)

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.2: FORM of ACCEPTANCE

ACCEPTANCE

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

The terms of the contract, are contained in:

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

Pricing data

Part C 3: Scope of work.

Part C 4: Site information

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

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

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

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

for the EMPLOYER

Signature: _____

Date: _____

Name: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

C1.3: SCHEDULE of DEVIATIONS

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

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

for the TENDERER

Signature: _____

Name: _____

Capacity: _____

for the EMPLOYER

Name: _____

Signature: _____

Date: _____

Capacity: _____

Witness:

Name: _____

Signature: _____

Date: _____

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

C1.4 CONTRACT DATA

C1.4: CONTRACT DATA

CONDITIONS OF CONTRACT

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

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

CONTRACT SPECIFIC DATA

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

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause	Description
1.1.1.13	The Defects Liability Period is 12 months
1.1.1.15	The Name of the Employer is the City of Mbombela .
1.1.1.16	The Name of the Employer's Agent is: Not applicable
1.1.1.26	The pricing strategy: Re-Measurement Contract
1.2.1.2	The Employer's address for receipt of communications is: Physical address: 1 Nel Street MBOMBELA 1200 Postal address: PO Box 45 MBOMBELA 1200 Telephone: 013 759 9121 E-mail: khehla.ngomane@mbombela.gov.za
1.2.1.2	The address of the Employer's Agent is: Not applicable. Physical address: Postal address:

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

4.3.3	Add the following at the end of sub clause 4.3.2: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge. The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. and shall be implemented and maintained from the Commencement of the Works.
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Clause	Description
	(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." (viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment which includes the COVID-19 safety plan shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette 43096 on 15 March 2020</i> remains in force. The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997). The following arrangements and procedures will apply: (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991. (v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2010). (vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended. (vii) The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.
5.3.1	The documentation required before commencement with Works execution are: • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) • Insurance (Refer to Clause 8.6.1)

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Clause	Description
5.3.2	The time to submit the documentation required, before commencement with Works execution is 14 calendar days .
5.4.2	The access and possession of site shall not be exclusive to the Contractor.
5.8.1	The non-working days are public holidays and Sundays. The special non-working days are: The year-end break from 16-Dec-2021 to 06-Jan-2022 .
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day
5.14.1	Practical completion is reached when: The package plant is commissioned.
5.16.3	The latent defect period is 10 years after date of completion
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is 20% .
6.8.2	This contract does not include contract price adjustment.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10%
8.6.1.1.2	Not required.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum will be calculated at 12% of the claim value
8.6.1.2	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.3	The limit of indemnity for liability insurance is <u>R 5 000 000.00</u> for any single liability claim
10.5.2	Dispute resolution shall be ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one .
10.7.1	The determination of disputes shall be by arbitration .
Special Clause	The Contractor's CIDB grading must remain active at the same of higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract. Thirty percent (30%) of the Contract Value shall be made compulsory for subcontracting to local people/companies (CoM) irrespective of the <i>domicilium et exicutandi</i> of the Contractor.

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

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

Clause	Description						
1.1.1.9	The Contractor is						
							
1.2.1.2	The Contractor's address for receipt of communications is:						
	Physical address: Postal address:						
							
							
							
							
	Telephone:						
	Fax:						
	E-mail:						
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is..... weeks after Commencement Date (site handover).						
6.2.1	The security to be provided by the Contractor shall be one of the following <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor to choose: Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the contract sum</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the contract sum</td><td></td></tr> </tbody> </table>	Type of Security	Contractor to choose: Indicate "Yes" or "No"	Cash deposit of 10% of the contract sum		Performance guarantee of 10% of the contract sum	
Type of Security	Contractor to choose: Indicate "Yes" or "No"						
Cash deposit of 10% of the contract sum							
Performance guarantee of 10% of the contract sum							

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C1.5 FORM OF GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" means:

"Employer's Agent" means:

"Works" means:

"Site" means:

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

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

Amount in words:

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

Amount in words.....

"Expiry Date" means.....

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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

Signed

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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C1.6 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

(ACT NO 85 OF 1993)

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

THIS AGREEMENT made at

on this the day of in the year

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

in his capacity as

and

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

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz **FOR THE CONSTRUCTION OF APPROXIMATELY 1 KM WATER RISING MAIN FROM CHURCH** and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Employer's Agent requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or Mandatory, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
 - (c) **All the requirements, regulations and standards of the COVID-19 Occupational Health and Safety Measures in Workplaces, COVID-19 (C19 OHS), 2020.**
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-

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mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.

- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.

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

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

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

WITNESS 1 _____ 2 _____

NAME 1 _____ 2 _____

(IN CAPITALS)

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

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

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

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____ 20____,

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

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESS: 1. _____ 2. _____

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

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PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 SCHEDULE OF QUANTITIES

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PART C2 PRICING DATA			
PART C2	PRICING DATA		C.23
C 2.1	Pricing Instructions	(yellow)	C.24 – C.27
C 2.2	Bill of Quantities	(yellow)	C.28 – C.50

C2.1: PRICING INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.
- The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.
- 1 The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.
- 8 The quantities of work as measured and accepted and certified for payment in accordance with the General Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by any differences between the quantities in the Schedule of Quantities and the quantities certified for payment.
- The ordering of materials shall not be based on the quantities in the Schedule of Quantities. Materials ordered from the Schedule of Quantities without prior confirmation by the Employer's Agent shall be at the risk of the Contractor. No compensation shall be paid for materials ordered erroneously and all costs shall be borne by the Contractor.
- 9 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:
- | | |
|----------|--|
| Unit | :The unit of measurement for each item of work as defined in the SANS 1200 |
| Quantity | :The number of units of work for each item |
| Rate | :The payment per unit of work at which the Tenderer tenders to do the work |
| Amount | :The quantity of an item multiplied by the tender rate of the (same) item |
| Sum | :An amount tender for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |

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

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

- 11 **PRODUCT NAMES OR SIMILAR APPORVED**
Wherever reference has been made to product names, it also includes all similar CoM approved product names. Should alternative products be included, all relevant information to be supplied for approval by the CoM.
- 12 **The submission of alternative copies of the BOQ i.e. “electronic copies” is not allowed even if it is printed out and completed by hand. The BOQ as provided with the Tender document must be completed by hand, failure to do so will lead to immediate disqualification.**

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C2.2 SCHEDULE OF QUANTITIES

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BILL OF QUANTITIES

SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200A	<u>GENERAL</u>				
1.1	PSA 4.1	<u>SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS</u> Contractual Requirements	sum	1		
1.2	8.3.2	<u>Establishment of facilities on site</u>				
	8.3.2.2	<u>Facilities for Contractor</u>				
	a)	Offices and storage sheds	sum	1		
1.3	j)	Plant	sum	1		
1.4	8.3.3	Other fixed charge obligations	sum	1		
1.5	8.3.4	Removal of site establishment	sum	1		
1.6	PSA 4.2	<u>SCHEDULED TIME RELATED ITEMS</u> Contractual requirements	sum	1		
1.7	8.4.2	Operations and maintenance of facilities on site				
	a)	Offices and storage sheds	sum	1		
1.8	b)	Plant	sum	1		
1.9	8.4.3	Supervision for duration of the construction	sum	1		
1.10	8.4.4	Company and Head Office overhead costs for the duration of the Contract	sum	1		
1.11	8.4.5	Other time related obligations	sum	1		
	PSA 4.3	<u>Occupational Health and Safety</u> Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:				
1.12	a)	Preparation of a Health & safety Plan	Sum	1		
1.13	b)	Compilation of a Risk Assessment prior to Construction	Sum	1		
1.14	c)	Health & Safety induction Training of employees	Sum	1		
1.15	d)	Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act	Sum	1		
1.16	e)	Implementation of the Health and Safety Plan over the entire construction period	Sum	1		
1.17	PSA 4.4	Excavation by hand in all materials to expose existing services	m³	200.00		
1.18	PSA 4.5	<u>SUMS STATED PROVISIONALLY</u>				
	4.5.1	a) Community Liaison Officer	month	6	R 8,000.00	R 48,000.00
1.19	4.5.2	b) Social Facilitator	Sum	1	R 45,000.00	R 45,000.00
1.20	4.5.3	c) Upgrading of electricity supply for Sand River Pump Station	Prov Sum	1	R 290,000.00	R 290,000.00
1.21	4.5.4	d) Upgrading of electricity supply for 2MI/d Water treatment Plant.	Prov Sum	1	R 540,000.00	R 540,000.00
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

SCHEDULE 1: PRELIMINARY AND GENERAL						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
AMOUNT BROUGHT FORWARD						
1.22	4.5.5	e) Surveyor to survey existing pump line, 3.5km, from Sand River pump station up to the Whiteriver Reservoir Cluster. Survey to include details survey of Sand River Pump station site, Whiteriver Reservoir cluster site. All exposed pipes inside the reservoir site found under item 1.17	Prov Sum	1	R 85,000.00	R 85,000.00
1.23	4.5.6	f) Supply, Deliver, Install and Commission of a fully automated 2Ml/d water treatment package plant.	Prov Sum	1	R 5,400,000.00	R 5,400,000.00
1.24	4.5.7	g) Pump Station Electrical Work (lighting and power points)	Prov Sum	1	R 20,000.00	R 20,000.00
1.25	4.5.8	h) Professional Engineering Fees	Prov Sum	1	R 1,870,000.00	R 1,870,000.00
1.26	8.6 b	i) Overheads, charges and profit on item 1.18 to 1.27 above	%	R8,298,000.00		
	DWK 6	<u>DAYWORKS</u>				
	DWK 6.1	Labourers:				
1.27		a) Unskilled	hr	200		
1.28		b) Semi-skilled	hr	80		
1.29		c) Skilled	hr	40		
1.30	DWK 6.2	Foreman	hr	40		
1.31	DWK 6.10	Wackers (Rammers)	hr	40		
1.32	DWK 6.12	Watertruck (minimum 10 000liter capacity)	hr	10		
1.33	DWK 6.15	LDV (1800cc minimum)	km	500		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY						

SCHEDULE 2: WATER NETWORK						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	SABS 1200C 8.2.1	<u>SITE CLEARANCE</u> Clear and grub.	m	400		
2.2	SABS 1200DB 8.3.2a)	<u>EXCAVATION</u> Excavate in all materials for trenches for 250 DN pipes and smaller. Rates to include backfill, compact and dispose of surplus material a) Up to 1,0 m deep	m ³	340		
	8.3.2c)	Excavate and dispose of unsuitable material from trench bottom	m ³	5		
2.3	SABS 1200LB 8.2.1	<u>PIPE BEDDING</u> Selected granular material for bedding cradle from: a) Trench excavation	m ³	88.04		
2.4	8.2.1	Provision of selected fill material from: a) Trench excavation	m ³	56.8		
2.5	SABS 1200L 8.2.1	<u>Upvc PRESSURE PIPE AND PIPE FITTINGS</u> Supply, lay, bed, test and disinfect the following uPVC pipe. a) 250 mm dia Class 9	m	400		
2.6		a) 160 mm dia Class 12	m	50		
2.7		a) 110 mm dia Class 12	m	50		
2.8	8.2.2	Supply and install PVC fittings to be suitable for coupling directly (mechanically) onto pipes. Each fitting socketed for mechanical jointing: <u>Bends</u> a) 250 mm dia x 22.5 degrees	No	5		
2.9		b) 250 mm dia x 45 degrees	No	10		
2.10		c) 250 mm dia X 90 degrees	No	5		
2.11	8.2.3	<u>Valves</u> Gate valves Supply and install Gate valves, a) 250 mm dia PN 12	No	2		
2.12		a) 160 mm dia PN 12	No	2		
2.13		a) 110 mm dia PN 12	No	2		
2.14		<u>Flange Adaptors</u> Supply and install Flange adaptors, a) 250mm	No	4		
2.15		a) 160mm	No	4		
2.16		a) 110mm	No	4		
2.17	8.2.11	<u>Concrete Thrust Blocks</u> Concrete thrust block configuration a) Concrete volume $\leq 0,1 \text{ m}^3$	No	20		
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY						

SCHEDULE 3 : CONCRETE AND EARTH WORKS						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	SABS 1200 D	<u>EARTHWORKS</u> <u>Site Preparation</u>				
3.1	8.3.1.1	Clear and strip site	m ²	625		
		<u>Remove topsoil</u>				
3.2	8.3.1.2	Remove topsoil to a nominal depth of 100mm stockpile and maintain	m ²	62.5		
		<u>Bulk Excavation</u>				
		Excavate in all materials for the following structures. Use for emankment or backfill or dispose as ordered				
3.3	8.3.2	a) Plinths	m ³	20		
	SABS 1200G	<u>CONCRETE WORK</u> <u>Concrete</u>				
3.4	8.4.2	Blinding layer in class 15MPa/19mm to a minimum thickness of 50mm underneath structures	m ²	100		
		<u>Strength concrete - class 25MPa/19mm</u>				
3.5	8.4.3	i) Clarifier Slabs	m ³	10		
3.6		ii) Concrete Plinths	m ³	35		
3.7		iii) Roof Slab and foundations	m ³	7		
	1200G 8.2.2	<u>CONCRETE: Formwork</u> Formwork - Smooth:				
		a) Vertical plane				
3.8		i) Reservoir foundations plinths	m ²	150		
		<u>REINFORCEMENT</u>				
3.9	8.3.1	Reinforcement, high tensile steel	t	5		
3.10	8.3.1	Reinforcement, mild steel	t	0.5		
3.11	8.3.2	High tensile welded mesh - Ref No 295 (Provisional)	m ²	25		
		<u>Unformed surface finish</u>				
3.12	8.4.4	a) Wood floated finish	m ²	25		
		<u>ABECO TANK</u> Supply deliver and install ABEKO Steel reservoir tank with inlet, outlet and score pipes for the following size.				
3.13		a) 87 Kl	no	2		
3.14		b) 100 Kl	no	1		
TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY						

SCHEDULE 4 : PUMPSTATION PIPE FITTINGS AND STEEL WORK ITEMS						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4	SABS 1200L	<u>SECTION 3: SPECIAL PIPE WORK AND FITTINGS</u> <u>STEEL PIPES and FITTINGS</u> Fabrication, supply, transport and install and test the following pipe fittings. All items to be approved by Engineer prior to ordering.				
	PSL 4.1	<u>ABECO TANK INLET (dwg - EN/3274/M/11/001) Drilled SABS 1123, Table 1000/3.</u>				
4.1		a) Item 1.1: 100mm Flanged Pipe Piece	no	1		
4.2		b) Item 1.2: 100mm 90deg Flanged bend short radius.	no	3		
4.3		Item 1.3: 100mm Ø ms pipe piece, flanged one end & other end suitable for flange adaptor.	no	2		
4.4		d) Item 1.4: 100mm Flange Adaptor	no	2		
4.5		e) Item 1.5: 100mm Level control	no	2		
	PSL 4.1	<u>ABECO TANK OUTLET (dwg - EN/3274/M/1/001) Drilled SABS 1123, Table 1000/3.</u>				
4.6		a) Item 2.1: 100mm MS Pipe Piece flanged pipe piece	no	2		
4.7		b) Item 2.2: 100mm 90deg Flanged bend short radius.	no	1		
4.8		c) Item 2.3: 100mm RSV Gate Valve Flanged	no	6		
4.9		Item 2.4: 100mm Ø ms pipe piece, flanged one end & other end suitable for flange adaptor.	no	1		
4.1		e) Item 2.5: 100mm Flange Adaptor	no	1		
4.11		f) Item 2.6: 100mm MS Pipe Piece flanged pipe piece	no	1		
	PSL 4.1	<u>ABECO TANK SCOUR (dwg - EN/3274/M/1/001) Drilled SABS 1123, Table 1000/3.</u>				
4.12		a) Item 3.1: 100mm MS Pipe Piece flanged pipe piece	no	1		
4.13		b) Item 3.2: 100mm 90deg Flanged bend short radius.	no	3		
4.14		c) Item 3.3: 100mm MS Pipe Piece flanged pipe piece	no	1		
4.15		d) Item 3.4: 100mm MS Flanged Tee Piece	no	1		
4.16		Item 3.5: 100mm Ø ms pipe piece, flanged one end & other end suitable for flange adaptor.	no	1		
4.17		f) Item 3.6: 100mm RSV Gate Valve Flanged	no	1		
4.18		Item 3.7: 100mm Ø ms pipe piece, flanged one end & other end suitable for flange adaptor.	no	1		
4.19		h) Item 3.8: 100mm Flange Adaptor	no	3		
	PSL 4.1	<u>PUMP STATION SUCTION PIPE WORK (dwg - EN/3274/M/1/002) Drilled SABS 1123, Table 1000/3.</u>				
4.20		a) Item 4.1: 250mm MS Pipe Piece flanged both ends	no	1		
4.21		b) Item 4.2: 250mm MS Flanged Lateral	no	1		
4.22		c) Item 4.3: 250mm MS Flanged Lateral	no	1		
4.23		d) Item 4.4: 250mm MS 45 Deg Flanged bend	no	1		
4.24		e) Item 4.5: 250mm MS Pipe Piece flanged both ends	no	1		
4.25		f) Item 4.6: 250mm MS Pipe Piece flanged both ends	no	1		
4.26		g) Item 4.7: 250mm to 125mm Flanged Concentric Reducer	no	2		
TOTAL SCHEDULE 4 CARRIED FORWARD						

SCHEDULE 4 : PUMPSTATION PIPE FITTINGS AND STEEL WORK ITEMS							
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
TOTAL SCHEDULE 4 BROUGHT FORWARD							
4.27	PSL 4.1	h) Item 4.8: 250mm to 125mm Flanged Concentric Reducer	no	1			
4.28		i) Item 4.9: 250mm Flanged RSV Gate Valve	no	3			
4.29		j) Item 4.10: 100mm Flange Adaptor	no	3			
		<u>PUMP STATION DISCHARGE PIPE WORK (dwg - EN/3274/M/1/003)</u>					
		<u>Drilled SABS 1123, Table 2500/3.</u>					
4.30		a) Item 5.1:100mm to 150mm Flanged Concentric Reducer	no	3			
4.31		b) Item 5.2: 250mm Flanged Ball Check Valve	no	3			
4.32		c) Item 5.3: 250mm RSV Gate Valve Flanged	no	4			
4.33		d) Item 5.4: 250mm Flanged 90Deg Bend	no	1			
4.34		e) Item 5.5: 250mm Flanged 90Deg Bend	no	1			
4.35		f) Item 5.6: 250mm Flanged 45Deg Bend	no	1			
4.36		g) Item 5.7: 250mm Flanged Lateral	no	2			
4.37		h) Item 5.8: 250mm MS Pipe Piece flanged both ends	no	1			
4.38		i) Item 5.9: 250mm MS Pipe Piece flanged both ends	no	1			
4.39		j) Item 5.10: 250mm MS Flanged Tee- Piece	no	1			
4.40		k) Item 5.11: 250mm to 200mm Flanged Concentric Reducer	no	1			
4.41		l) Item 5.12: 200mm to 50mm Reducing Flange	no	1			
4.42		m) Item 5.13: 50mm GSM Extension Piece	no	1			
4.43		n) Item 5.14: 50mm Brass Fullway Gate Valve Female Threaded	no	1			
4.44		o) Item 5.15: 50mm GSM Extension Piece	no	1			
4.45		p) Item 5.16: 50mm Double Acting Air Release Valve Assembly	no	1			
4.46		q) Item 5.17: 250mm Flanged 90Deg Bend	no	2			
4.47		r) Item 5.18: 250mm Flanged Pipe Piece	no	1			
4.48		s) Item 5.19: 250mm Flanged Electro Magnetic Flow Meter (SAFMAG	no	1			
4.49		t) Item 5.20: 250mm Flanged Pipe Piece	no	1			
4.50		u) Item 5.21: 200mm Flange Adaptor	no	1			
		SABS 1200HA					
		<u>STRUCTURAL STEELWORK (Sundry Items)</u>					
		PSHA 4.1					
		<u>Pipe supports</u>					
		Reservoir (refer dwg EN3274/W/7/308)					
4.51		Type A (GMS)	no	6			
TOTAL SCHEDULE 4 CARRIED FORWARD TO SUMMARY							

SCHEDULE 5 : PUMP STATION BUILDING WORK						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
5	PART SPEC PB	<u>PARTICULAR SPECIFICATION</u> <u>BUILDING WORK</u> <u>Pump Station:</u> <u>Brickwork</u>				
	PB9					
	PB9.1.1	Walls (including brickforcing every fourth course) a) One brick walls (230 mm wide) Face bricks Type FBS external with 6 mm half round ruled joints and type NFP internal, the latter with joints raked for cement plaster	m ²	85		
5.1						
	PB9.1.3	<u>Windows</u> Winblock' modular precast concrete window surrounds, finished smooth on exposed surfaces, incl. bedding, jointing and pointing 590x590x260mm Type WB66	no	6		
5.2						
		'Winblok Winvent' natural anodised aluminium 4mm clear float glass, factory glazed window insets complete: a) 590x590 Type WV(A) 66F fixed frame window fixed in surround with silicone sealant adhesive	no	3		
5.3						
		b) 590x590 Type WV) 66T top hung window fixed in surround with silicone sealant adhesive in:	no	3		
5.4						
		<u>Damp Proofing</u> a) Single layer 375 micron "Gundle Brickgrip" plastic waterproof sheeting under all walls at top of floor level, and underneath window cills:	m	25		
5.5						
	PB9.1.2	<u>Plaster</u> a) One layer cement plaster rendered 12 mm thick and finished smooth with steel trowel	m ²	85		
5.6						
	PB9.1.2	<u>Painting wall finishes</u> a) One coat universal undercoat, Type 1 to SABS 681	m ²	85		
5.7						
		b) Two coats of Plascon Double Velvet (Camel Hair)	m ²	85		
5.8						
	PB9.1.2	<u>Waterproofing</u> Waterproofing of pumping station roof with "Acrylastic" as supplied by "Gundle coatings" or similar approved	m ²	35		
5.9						
	PB9.1.3	<u>Doors and Frames</u> a) 1630 x 2023mm high x 40mm thick standart solid meranti dubble door and frame	no	60		
5.10						
	PSPB 1	<u>Roof bearing pads:</u> 3T50/50 Kilcher Teflon sliding Bearing	m	25		
5.11						
	PSPB 2	<u>Cable Trench Filling and Topping</u> All cable trenches to be filled with sand and topped with a concrete topping as per drawing.				
5.12		a) Sand filling	m ³	5		
5.13		b) 80mm Concrete screed topping	m ³	1		
TOTAL SCHEDULE 5 CARRIED FORWARD TO SUMMARY						

SCHEDULE 6 : MECHANICAL EQUIPMENT						
ITEM NO.	REF. NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6	PSX1	<u>MECHANICAL EQUIPMENT</u> <u>Supply, Deliver, Installation and commissioning of the following mechanical and electrical equipment at Sand River Pump Station:</u> <u>SAND RIVER PUMP STATION</u> <u>PSX 2.1 Raw Water Pumps</u> Raw Water Pump complete with motor, baseplate, monitoring devices,VSD etc. KSB Wkln 100/7 or similar approved. Duty point 125 m³/hr @ 155m One Duty One Stand by configuration. Price provided to include the following: a) Supply and Deliver b) Install and Commision	No	2		
6.1			No	2		
6.2			No	2		
	PSX 2.2	<u>Raw Water Pumps MCC</u> The pump control panel will be a conventional MCC for MCC for 2x 90kW VSD motors with saftey and operating features as per spesified intender document. a) Supply and Deliver b) Install and Commision	No	1		
6.3			No	1		
6.4			No	1		
TOTAL SCHEDULE 6 CARRIED FORWARD TO SUMMARY						

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

SUMMARY OF SCHEDULE OF QUANTITIES

Sand River Pump Station Upgrade and 2MI/d Water Treatment Plant Installation	
BILL OF QUANTITIES	
Description	Amount
SCHEDULE 1: PRELIMINARY AND GENERAL	
SCHEDULE 2: WATER NETWORK	
SCHEDULE 3 : CONCRETE AND EARTH WORKS	
SCHEDULE 4 : PUMPSTATION PIPE FITTINGS AND STEEL WORK ITEMS	
SCHEDULE 5: PUMPSTATION BUILDING WORKS	
SCHEDULE 6 : MECHANICAL EQUIPMENT	
Sub Total A	
ALLOW FOR 10% CONTINGENCIES	
Sub Total B	
ALLOW FOR 5% ESCALATION	
Sub Total C	
ADD 15% VAT	
TOTAL AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE	

PART C3 SCOPE OF WORKS

C3.1 **DESCRIPTION OF WORKS**

C3.2 **ENGINEERING**

C3.3 **PROCUREMENT**

C3.4 **CONSTRUCTION**

C3.5 **MANAGEMENT**

C3.6 **HEALTH AND SAFETY**

PART C3: SCOPE of WORK

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C3.1: DESCRIPTION OF WORKS

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The objective of this project is to increase the current bulk supply by upgrading of the existing Sand river raw water pump station and constructing a new 2Ml/d water treatment package plant at the White River reservoir.

C3.1.2 OVERVIEW OF THE WORKS

The contract entails the construction and commission of:

- Refurbishment of the pump station
- Installation of a package 2Ml/d water treatment plant
- Commissioning of works.

C3.1.3 EXTENT OF WORKS

The upgrades to the Sand River pumpstation

Below is a brief description of the works

- a) General requirement and provision
- b) Contractor's establishment on site and general obligations.
- c) Housing, offices and laboratories for the engineer's site personnel
- d) Accommodation of traffic
- e) Overhaul
- f) Clearing and grubbing
- g) Trenching
- h) Pipe laying
- i) Testing
- j) Commissioning

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

C3.1.4 LOCATION OF THE WORKS

The project is located within the town of White River, within the City of Mbombela area under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province.

C3.1.5 TEMPORARY WORKS

The Contractor shall, as relevant,

- a) provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works

- shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and Security of the Contractors' temporary works shall be at the Contractors' discretion.
 - e) The camp shall be adequately guarded during or outside working hours.

C3.2: ENGINEERING

C3.2 ENGINEERING

C3.2.1 DESIGN

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

C3.2.2 EMPLOYER'S DESIGN

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

C3.2.3 CONTRACTOR'S DESIGN

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

C3.2.4 DRAWINGS

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

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

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

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

C3.2.5 DESIGN PROCEDURES

Not applicable.

C3.3: PROCUREMENT

C3.3 PROCUREMENT

C3.3.1 PREFERENTIAL PROCUREMENT

C3.3.1.1 Requirements

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

C3.3.1.2 Resource standard pertaining to targeted procurement

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

C3.3.2 SUBCONTRACTING

C3.3.2.1 Scope of mandatory subcontract works

Not applicable.

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

C3.3.2.2 Preferred subcontractors/suppliers

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

C3.3.2.3 Subcontracting procedures

The contractor is solely responsible for negotiating with local subcontractors.

C3.3.2.4 Attendance on subcontractors

Not applicable.

C3.4: CONSTRUCTION

C3.4 CONSTRUCTION

C3.4.1 WORKS SPECIFICATIONS

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

C3.4.1.1 Standard Specifications

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

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

SABS 1200 A:	General (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 DB:	Earthworks (Pipe Trenches) (1989)
SABS 1200 DK:	Gabions and pitching (1996)
SABS 1200 DM:	Earthworks (Roads, Subgrades) (1981)
SABS 1200 G:	Concrete (Structural) (1982)
SABS 1200 GA:	Concrete (Small Works) (1982)
SABS 1200 GB:	Concrete ordinary buildings (1984)
SABS 1200 HA:	Structural Steelworks sundry items (1990)
SABS 1200 L:	Medium-Pressure Pipelines (1983)
SABS 1200 LB:	Bedding (Pipes) (1983)
SABS 1200 LC:	Cable Ducts (1981)
SABS 1200 LD:	Sewer (1982)
SABS 1200 MFL:	Base (Light pavement structures) (1996)
SABS 1200 MJ:	Segmented paving (1984)
SABS 1200 MK:	Kerbing and channelling (1983)

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

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

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

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

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

Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:

SANS 1921-2 (2004) : Construction and Management Requirements for Works Contracts;

Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

SANS 10298 (2004) : Indirect small to medium-sized gas chlorination systems for the disinfection of water.

Other documents:

The latest edition of “ Standards and Guidelines” from the National Home Builders Registration Council.

Model Preamble for Trades from the Association of SA Quantity Surveyors.

General Conditions of Contract 2015 Obtainable from the SA. Association of Consulting Engineers

C3.4.1.2 National and International Standards

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

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

C3.4.1.3 Particular Specifications

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

SABS 1200 A:	General (1986)
SABS 1200 C:	Site Clearance (1980)
SABS 1200 D:	Earthworks (1988)
SABS 1200 DB:	Earthworks (Pipe Trenches) (1989)
SABS 1200 DK:	Gabions and pitching (1996)
SABS 1200 DM:	Earthworks (Roads, Subgrades) (1981)
SABS 1200 G:	Concrete (Structural) (1982)
SABS 1200 GA:	Concrete (Small Works) (1982)
SABS 1200 GB:	Concrete ordinary buildings (1984)
SABS 1200 HA:	Structural Steelworks sundry items (1990)
SABS 1200 L:	Medium-Pressure Pipelines (1983)
SABS 1200 LB:	Bedding (Pipes) (1983)
SABS 1200 LC:	Cable Ducts (1981)
SABS 1200 LD:	Sewer (1982)
SABS 1200 MFL:	Base (Light pavement structures) (1996)
SABS 1200 MJ:	Segmented paving (1984)
SABS 1200 MK:	Kerbing and channelling (1983)

C3.4.1.4 Variations and Additions to the SABS 1200 Standardised Specifications

Nil.

PSA 4.5.8 Item:

g) Engineering Fees

Unit: Prov Sum

The rate shall cover the cost for the work to be done by the engineer as per Government Gazette notice 151 of 2014.

The service will include the following:

Stage 1 Inception- Establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies

Stage 2 Concept and Viability- Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

Stage 3 Design Development- Develop the approved concept to finalize the design, outline specifications, cost, plan, financial viability and programme for the project.

Stage 4 Documentation and Procurement - Prepare procurement and construction documentation, confirm and implement the [procurement strategy and procedures for effective and timeous procurement of necessary resources for the execution of the project.

Stage 5 Contract Administration and Inspection - Manage, administer and monitor the construction contracts and process including preparation and coordination or procedure and documentation to facilitate practical completion of the works.

Stage 6 Close- Out - Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

C3.4.2 PROJECT SPECIFICATIONS RELATING TO STANDARD SPECIFICATIONS

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

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

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

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

C3.5: MANAGEMENT

C3.5 MANAGEMENT

C3.5.1 MANAGEMENT OF THE WORKS

C3.5.1.1 Applicable SANS and SABS Standards

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

C3.5.1.2 Particular/Generic Specifications

Not applicable.

C3.5.1.3 Methods and Procedures

(a) Maintenance of access and streets

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

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

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

(b) Blasting operation

All blasting shall be carried out by a competent, registered blaster. The blaster shall furnish to the Engineer copies of all the permits required to purchase, transport, use and dispose of unused blasting material. The Contractor shall inform the commander of the local SAPS at least 1 day prior to the date and time blasting is about to take place.

No blasting operations shall take place on weekends or holidays or weekdays after 17h00.

The Contractor shall ensure that sufficient suitable material, to the satisfaction of the blaster, is available and in place before the blast is initiated.

(c) Normal working hours

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

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

(d) Interference with municipal staff and operations

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

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

(e) Access for other contractors

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

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

(f) Giving notice of work to be covered up

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

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

(g) Sequence of the works

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

C3.5.1.4 Quality plans and control (Testing)

Refer to Section C3.4.2.5(b).

C3.5.1.5 Environmental Management Plan (EMP)

(a) Demarcation of the site

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

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

(b) Construction camp

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

(c) Fencing of site

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

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

(d) Workshops

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

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

(e) Eating areas

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

(f) Watchmen

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

(g) Ablution facilities

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

(h) Solid waste

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

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

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

(i) Wastewater

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

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

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

(j) Fuel storage area

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

Fuel shall be kept under lock at all times.

(k) Concrete batching area

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

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

(l) Equipment maintenance and storage

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

The Contractor shall demarcate an area in which the equipment and vehicles may be stored. The location shall be approved by the Engineer.

(m) Materials handling, use and storage

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

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

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

The location of the hazardous material store shall be within the demarcated construction camp area. The location shall be approved by the Engineer.

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

(n) Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Engineer;

Fire – the Contractor shall inform the relevant authority immediately as soon as a fire starts. The Contractor shall ensure that his staff and subcontractors are fully aware of the procedures to be followed in the event of a fire.

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

(o) Care of surrounding areas

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

C3.5.1.6 Planning and programming

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

C3.5.1.7 Other Contractors on site

No other road construction contractors will be on site during the implementation of the project.

C3.5.1.8 Recording of weather

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

C3.5.1.9 Format of communications

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

C3.5.1.10 Planning and programming

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

C3.5.1.11 Daily records

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

C3.6: HEALTH AND SAFETY

C3.6 HEALTH AND SAFETY

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

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

(a) Construction Regulations, 2003

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

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

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

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

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

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

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

C3.6.2 PROTECTION OF THE PUBLIC

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

C3.6.3 BARRICADES AND LIGHTING

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

C3.6.4 TRAFFIC CONTROL ON ROADS

The Safety Officer shall take full responsibility for the traffic control in and around the site. The personnel on site shall be fully informed and trained by the Safety Officer regarding the construction traffic and general traffic control.

C3.6.5 MEASURES AGAINST DISEASE AND EPIDEMICS
Necessary measures must be adopted and implement occupational health and safety measures to reduce and eliminate the escalations of infections in workplaces against disease, epidemics and pandemics on site as and when directed by the Department of Labour.

C3.6.6 AIDS AWARENESS

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

C3.6.7 COVID-19 AWARENESS

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

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

PART C4: SITE INFORMATION

PART C4 SITE INFORMATION

C.67

C 4.1

Site Information

(green)

C.68 – C.70

PART C4: SITE INFORMATION

GENERAL

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

CONTENTS

- SI1 SITE LOCATION**
- SI2 CLIMATIC CONDITION**
- SI3 PHOTOGRAPHS OF EXISTING INFORMATION**

SI 1 SITE LOCATION

1.1 Site Location

The project is located within the town of White River, within the City of Mbombela area under the jurisdiction of the Ehlanzeni region of the Mpumalanga Province.

SI 2 CLIMATIC CONDITION

No extension of time for completion shall be granted for normal rainfall but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below separately for each calendar month or part thereof. It shall be calculated for the full period for completion of the contract plus any granted extension thereof:

$$V = (N_w - N_n) R_w / R_n \dots\dots\dots \text{if } (N_w - N_n) > 0$$

The symbols have the following meanings respectively:

- V = Extension of time in calendar days in respect of the calendar month under consideration.
- N_w = Actual number of days during the calendar month on which a rainfall of 10mm or more is recorded.
- N_n = Average number of days, as derived from existing rainfall records, on which a rainfall of 10mm or more has been recorded for the calendar month
- R_w = Actual rainfall recorded for the calendar month.
- R_n = Average rainfall for the calendar month under consideration as determined from existing rainfall records.

When calculating the extension of time for a part of a month pro rata values of R_n and N_n shall be used.

The factor R_w/R_n shall be deemed to be fair allowance for days on which wet conditions disrupted or prevented work but on which a rainfall of 10mm or more was not recorded. If the value of R_w/R_n exceeds 2,5 it shall be taken as 2,5.

If N_w for any month is smaller than N_n the formula to be used shall be:

$$V^1 = (N_n - N_w)$$

The total extension of time for completion shall be the sum of the values of V minus the sum of the values of V¹.

$$\text{Total extension of time} = V - V^1.$$

The following are the most reliable values of Nn and Rn available and shall be used unless other values are mutually agreed upon beforehand:

Month	Average Rainfall (mm)	Ave Rain Days
JAN	112.7	6.4
FEB	112	5.5
MAR	75.5	5
APR	33.7	2.4
MAY	25.3	1.5
JUN	7.9	0.4
JUL	7.1	0.3
AUG	8.9	0.5
SEP	18.2	1.6
OCT	45.3	3.7
NOV	98.3	6.5
DEC	119.1	7.2
Total	663.8	41

Rainfall gauging will be taken and recorded by the Contractor at his Site Office and agreed with the Engineer on a daily basis.

b) Should an extension of time be granted by the Engineer the Contractor shall be reimbursed for his time related Preliminary and General items contained in the schedule of Quantities. The amount of reimbursement shall be calculated as follows:

No of days extension of time granted

Total number of working days in the Contract

X Total for time related P&Gs

SI 3 GEOTECHNICAL INVESTIGATION

No Geotechnical information of the proposed site is available. It will be assumed that the contractor has familiarized himself with the geotechnical conditions of the site for tender purposes.

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

ANNEXURE A: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

CONTENTS

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PARTICULAR SPECIFICATIONS

SECTION OHS: OHSA 1993: HEALTH AND SAFETY SPECIFICATION

OHS 1 SCOPE

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

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

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

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

The following are possible risks associated with this project:

- Please insert the risks associated with the project here

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

OHS 2 DEFINITIONS

For the purpose of this contract the following shall apply:

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

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

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

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

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

OHS 3 TENDERS

The Contractor shall submit the following with his tender:

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

OHS 4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

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

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

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

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

OHS 5 RISK ASSESSMENT

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

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

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

OHS 6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

6.1 Health and Safety plan

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

6.2 Health and safety induction training

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

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

OHS 7 APPOINTMENT OF SAFETY PERSONNEL

7.1 Construction Supervisor

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

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

7.2 Construction safety officer

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

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

7.3 Health and safety representatives

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

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

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

7.4 Health and safety committee

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

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

7.5 Competent persons

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

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

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

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

OHS 8 **RECORDS AND REGISTERS**

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

- (a) A copy of the OHSA 1993 Construction Regulations 2014;

- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 7);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 5(1)(b) with inputs by the Construction Safety Officer (Regulation 7(1));
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 11(1)(c)) and formwork and support work structures (Regulation 12) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(2)(b));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 19(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1)(k)).
- (p) **COVID-19 daily symptom screening for all works or visitors at the time they report for work or site**

OHS 9 CONTRACTORS RESPONSIBILITIES

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

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

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

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

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

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

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

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

(c) Supervision of construction work (Regulation 8)

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

(d) Risk assessment (Regulation 9)

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

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

(e) Fall protection (Regulation 10)

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

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based. In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

(g) Temporary works (Regulation 12)

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

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

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

(h) Excavation work (Regulation 13)

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

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

(i) Demolition work (Regulation 14)

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

(j) Tunneling (Regulation 15)

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

(k) Scaffolding (Regulation 16)

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

(l) Suspended platforms (Regulation 17)

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

(m) Rope Access Work (Regulation 18)

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

(n) Material Hoists (Regulation 19)

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

(o) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation

20. The Contractor shall ensure that the General Safety Regulations (2003), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

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

(p) Explosive powered tools (Regulation 21)

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

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

(q) Cranes (Regulation 22)

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

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

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

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

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

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

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

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

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

(u) Water environments (Regulation 26)

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

(v) Housekeeping on Construction sites (Regulation 27)

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

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

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

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

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

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

(y) Construction employees' facilities (Regulation 30)

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

(z) Non-compliance with the Construction Regulations 2014

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

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

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

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

OHS 10 MEASUREMENT AND PAYMENT

10.1 Principles

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

(a) Safety personnel

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

(b) Records and Registers

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

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

THIS AGREEMENT is made between.....

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

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

in his capacity as:

.....

AND:

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

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

in his capacity as:

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

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

CONTRACT:.....

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

NOW THEREFORE the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although

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

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

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

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

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter:..... ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:..... ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter:..... ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

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

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

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:

DATE:

(of person authorised to sign on behalf of the Tenderer)

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2014, to the office of the Department of Labour]

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor.

- (b) Name and tel. pf principal contractor's contact person:

2. Principal contactor's compensation registration number:

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

- (b) Name and tel. no of clients contact person or agent:

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

- (b) -----

5. Name and telephone number of principal contractor's sub- ordinate supervisor on site appointed in terms of Regulation 8 (1).

6. Name /s of principal contractor's sub- ordinate supervisor on sire appointed in terms of Regulation 8 (2)

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

8. Nature of the construction work:

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site.

Total: _____ Male: _____ Female _____

12. Planned number of contractors on the construction:

13. Name (s) of contractors already selected.

Principal Contractor

Date

Client's Agent (where
applicable)

Date

Client

Date

CITY OF MBOMBELA

DEPARTMENT NAME: WATER & SANITATION

CONTRACT NO: 314/2021

UPGRADES TO THE SAND RIVER PUMPSTATION

ANNEXURE B: DRAWINGS FOR TENDER PURPOSES