SIYANCUMA MUNICIPALITY

TENDER NO: SIYA 06/2021

REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS

CLOSING DATE: 29 JUNE 2021

TENDERER (PRINT NAME)

ADDRESS OF TENDERER

TELEPHONE	FACSIMILE

E-MAIL	DELIVERY PERIOD

TENDER AMOUNT (R) (INCL. VAT)	
TENDER AMOUNT (WORDS) (INCL. VAT)	

SIGNATURE OF TENDERER	DATE

EMPLOYER:

Municipal Manager
Siyancuma Local Municipality
P.O. Box 27
DOUGLAS
8730

EMPLOYER'S AGENT:

MVD Kalahari
Consulting Engineers and Town Planners
P.O. Box 580
Kimberley
8300

Municipal Manager	**:**	**Mr. M Fillis**	**072 108 9353**
Consulting Engineer	**:**	**Mr. A Goliath**	**082 446 8025**

JUNE 2021

CONTENTS

PART T: THE TENDER 1

SECTION 1 2

T1. TENDERING PROCEDURES 3
T1.1. TENDER NOTICE AND INVITATION TO TENDER 3
T1.2. TENDER DATA 9
T1.3. ANNEXURE F: STANDARD CONDITIONS OF TENDER 15
F1. GENERAL 15
F2. TENDERER'S OBLIGATIONS 18
F3. THE EMPLOYER'S UNDERTAKINGS 22

SECTION 2 29

T2. RETURNABLE DOCUMENTS 30
T2.1. CHECKLIST FOR A RESPONSIVE TENDER 31
T2.2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES 33
T2.2.1. ALTERATIONS BY TENDERER 34
T2.2.2. SCHEDULES OF CONTRACTS SUCCESSFULLY COMPLETED 35
T2.2.3. SCHEDULE OF CONSTRUCTION PLANT 36
T2.2.4. PROPOSED DEED OF SECURITIES 1 & 2 37
T2.2.5. CERTIFICATE FOR AUTHORITY OF SIGNATORY 38
T2.2.6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES 39
T2.2.7. AUTHORIZATION TO INVESTIGATE FINANCIAL STATEMENTS 40
T2.2.8. DAY WORK SCHEDULE 41
T2.2.9. STAFFING PROFILE 43
T2.2.10. PROPOSED KEY PERSONNEL 44
T2.2.11. PROPOSED SUB-CONTRACTORS 45
T2.2.12. DETAILS OF TRAINING OFFERED 46
T2.3. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES 47
T2.3.1. CERTIFICATE OF INSPECTION OF THE SITE 47
T2.3.2. FINANCIAL STATEMENT 48
T2.3.3. TAX CLEARANCE CERTIFICATE REQUIREMENT 49
T2.3.4. LISTING CRITERIA 53
T2.3.5. DECLARATION OF INTEREST 56
T2.3.6. PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) 60
T2.3.7. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION 61
T2.3.8. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES 65
T2.3.9. CONTRACT FORM: RENDERING OF SERVICES 68
T2.3.10. FUNCTIONALITY SCORE CARD (ELIGIBILITY CRITERIA) 71
T2.4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT 83
T2.4.1. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014 83
T2.4.2. RECORD OF ADDENDA TO TENDER DOCUMENTS 85
T2.4.3. PREFERENTIAL PROCUREMENT DOCUMENT IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2017 (PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000) 86
T2.4.4. COMPLIANCE WITH OHSA (ACT 85 OF 1993) 92

PART C: THE CONTRACT 93

SECTION 3 94

C1 AGREEMENT AND CONTRACT DATA 95

C.1.1 FORM OF OFFER AND ACCEPTANCE 95
C.1.2 CONTRACT DATA 99
C.1.3 FORM OF GUARANTEE 102
C.1.4 AGREEMENT 103
C.1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) 105
C.1.6 PRACTICAL COMPLETION CERTIFICATE 107
C.1.7 FINAL APPROVAL CERTIFICATE 108

C2 HEALTH AND SAFETY ACT, 1993 (*ACT NO 85 OF 1993*) 109

C.2.1 INTRODUCTION 110
C.2.2 INTERPRETATION 111
C.2.3 REQUIREMENTS IN TERMS OF OHS ACT AND REGULATIONS 111
C.2.4 COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES 118
C.2.5 BASELINE HAZARD IDENTIFICATION & RISK ASSESSMENT 121

C3 PRICING DATA 146

C.3.1 PREAMBLE GENERAL REFERENCES 146
C.3.2 METHOD OF PRICING AND PRICE ADJUSTMENT 147
C.3.3 SCHEDULE OF QUANTITIES 152

C4 CONDITIONS OF CONTRACT 168

C.4.1 SPECIAL CONDITIONS OF CONTRACT, 2015 (GCC 2015) 168

C5 SPECIFICATIONS 217

C.5.1 STANDARD SPECIFICATIONS 217
C.5.2 PROJECT SPECIFICATIONS 217
C.5.3 PART A: PROJECT DESCRIPTION AND GENERAL INFORMATION 217
C.5.4 PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS 220
C.5.5 MANAGEMENT 244
C.5.6 PROCUREMENT 247

C6 SITE INFORMATION 248

C.6.1 GENERAL DESCRIPTION OF THE WORKS 248
C.6.2 DESCRIPTION OF SITE AND ACCESS 248
C.6.3 DESCRIPTION OF THE PROJECT 248
C.6.4 THE WORKS 248
C.6.5 EXISTING STRUCTURES 248
C.6.6 SITE OFFICES 248

SECTION 4 249

FIGURES AND DRAWINGS 250

STANDARD FORMS AND FORMATS 252

ENVIRONMENTAL MANAGEMENT PLAN 254

PART T: THE TENDER

SECTION 1

T1. TENDERING PROCEDURES

T1.1. TENDER NOTICE AND INVITATION TO TENDER

SIYANCUMA MUNICIPALITY

TENDERS ARE INVITED FOR : REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS

One complete set of documents will be available from **Siyancuma Municipality, Civic Centre, C/o Charl Cilliers & Southey Streets, Douglas 8730 on Friday, 11 June 2021 at the Site Inspection,** upon payment of an amount of R 700.00 (Zero Rand and Zero cents), which is non-refundable. Only cash payment at the Municipal Office or electronic funds transfer payable to Siyancuma Local Municipality will be accepted. The Tender Documents will also be available at the compulsory site inspection meeting in Postmasburg.

Tenders in sealed envelopes and clearly endorsed:

SIYA 06/2021: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS must be addressed to the Municipal Manager, Siyancuma Local Municipality and must be placed in the Tender Box, Siyancuma Municipality, Civic Centre, C/o Charl Cilliers & Southey Streets, Douglas 8730**,** not later than **12:00 on Tuesday, 29 June 2021** which Tenders will be opened in public the same day in the offices of the Municipality.

A compulsory site inspection will be held at **Friday, 11 June 2021.** The Engineer will be present at the briefing and all questions will then be answered. No further visits to the site will take place. Persons taking interest will gather at the Siyancuma Municipality, Civic Centre, C/o Charl Cilliers & Southey Streets, Douglas 8730**. Tenderers, who do not attend the compulsory site inspection, will expose their tenders to rejection.**

Only Tenderers who satisfy the eligibility criteria stated in the Tender Data are eligible to submit tenders. Tenders will be evaluated and adjudicated in line with the Supply Chain Management policy of the municipality using an 80/20 preference points system.

Bids will be evaluated on Functionality:

The bid will be evaluated on functionality with the following criterion:

Quality criteria	**Maximum number of points**
Experience of the Tenderer with replacement and installation of Pumps; Valves & Bulk Meters for sewer and water infrastructure	30
Key personnel proposed for the project: Qualification and experience with upgrading of water infrastructure	20
Construction schedule and availability of resources/plant	35
Bank rating	15
Maximum possible score for quality (Ms)	**100**

NB: Bidders must score a minimum of 70% to be considered for further evaluation.

Tenders must be registered with the CIDB in a CE Class of Construction Works **(Grade 5CE and**/ or 5ME **or higher**) and have a grading designation equal to or higher than that 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 Regulation, 2004.*

The contractor shall only appoint sub-contractors from the Douglas are and ensure that the incorporation of these sub-contractors with the contract will run smoothly.

NB: Bids may only be submitted on the bid documentation provided by the municipality.

Siyancuma Local Municipality reserves the right to accept a part of a Tender and does not bind itself to accept the lowest and/or any Tender. Their Tenders must bind Tenderers for a period of **90 (Ninety) days** after Tender Closing Date. No Tenders or copies of Tenders received by facsimile machine, electronic mail or per telegram will be considered. Tenderers attempting to influence the Client with regard to the awarding of the Tender, after Tender closure, will automatically expose their Tenders to rejection.

Municipal Manager
Mr. M Fillis
Siyancuma Local Municipality
P.O. Box 27
DOUGLAS
8730

MBD 1

INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF THE
Siyancuma Local Municipality

TENDER NUMBER: **SIYA 06/2021** CLOSING DATE: **29 June 2021** CLOSING TIME: **12:00**

DESCRIPTION: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS

The successful tenderer will be required to fill in and sign a written Contract Form (MBD 7).

TENDER DOCUMENTS MAY BE POSTED TO:
(Please ensure that the post arrives before the closing date as we will not be held responsible or accountable for not accepting the late submission).

The Municipal Manager
Siyancuma Local Municipality
P.O. Box 27
DOUGLAS
8730

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

Siyancuma Municipality, Civic Centre, C/o Charl Cilliers & Southey Streets, Douglas 8730

Bidders should ensure that bids are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration.

The tender box is open from 08h00 – 16h00 workdays.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AND SUBJECT TO COMPLIANCE WITH THE BELOW CONDITIONS:
1. Attachment of a detailed quotation with description of the service or items.
2. Relevant specifications.
3. Submission of detailed quotation.
4. Value of money.
5. Adherence to the requirements of this notice / invitation.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation1 of the Local Government: Municipal Supply Chain Management Regulations)

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR TENDER BEING DISQUALIFIED)

NAME OF TENDERER _____

POSTAL ADDRESS _____

STREET ADDRESS _____

TELEPHONE NUMBER CODE_____NUMBER_____

CELLPHONE NUMBER _____

FACSIMILE NUMBER CODE_____NUMBER_____

E-MAIL ADDRESS _____

VAT REGISTRATION No _____

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) **YES/NO**

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

☐ A REGISTERED AUDITOR

(Tick applicable box)

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

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

(IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER _____

DATE _____

CAPACITY UNDER WHICH THIS TENDER IS SIGNED _____

TOTAL TENDER PRICE _____

TOTAL NUMBER OF ITEMS OFFERED _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Siyancuma Local Municipality
Department: Supply Chain Management Unit
Contact Person: Mr. M Fillis
Work: (053) 298-1810
Fax: *(the advertised notice/ RFQ's cannot be faxed or emailed, or scanned, use the above addressed for depositing your bid*.)

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr. A Goliath
Email : brian@mvdkalahari.co.za
Tel: (053) 831-1889

NOTICE TO ALL SUPPLIERS

PLEASE NOTE: THE REVISED PREFERENTIAL PROCUREMENT REGULATIONS CAME INTO EFFECT ON 1 APRIL 2017.

- You are required to append a certified copy of a valid B-BBEE status level verification certificate (scorecard).
- Only B-BBEE status level verification certificates issued by the following agencies will be accepted:
    - BIDDERS OTHER THAN EME's:
        - Verification agencies accredited by SANA: or
        - Registered auditors approved by IRBA
    - BIDDERS WHO QUALIFY AS EME's
        - Accounting officers as contemplated in the close Corporations Act 69 of 1984 for a relevant close corporation; or
        - Verification agencies accredited by SANAS; or
        - Registered auditors accredited by IRBA; or
        - Registered auditors
- If you do not append a **certified copy** of a valid B-BBEE status level verification certificate your tender will be evaluated on points for price only.
- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity only, provided that the entity submits their B-BBEE status level certificate.
- If you want to liaise with accreditation agencies the contact details are as follows:
-
    - SANAS –www.sanas.co.za
    - IRBA –www.irba.co.za

T1.2. TENDER DATA

CLAUSE NUMBER	DATA
	The conditions of Tender are the Standard Conditions of Tender as contained in *Annex F* of the *CIDB Standard for Uniformity in Construction Procurement.* (ANNEXURE F: STANDARD CONDITIONS OF TENDER*, page 15*). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the standard conditions of Tender to which it mainly applies.
F1.1 ACTIONS	The Employer is: Siyancuma Local Municipality P.O. Box 27 DOUGLAS 8730
F1.2 TENDER DOCUMENTS	The Tender documents issued by the Employer comprise: **VOLUME 1 (FUNCTIONALITY)** **PART T: THE BID** **SECTION 1** T1 TENDERING PROCEDURES T1.1 TENDER NOTICE AND INVITATION TO TENDER T1.2 TENDER DATA T1.3 ANNEXURE F: STANDARD CONDITIONS OF TENDER **SECTION 2** T2 RETURNABLE DOCUMENTS 0 A T2.2 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES T2.3 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES T2.4 OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT
	VOLUME 2 (FINANCIAL) **PART C: THE CONTRACT** **SECTION 3** C1 AGREEMENT AND CONTRACT DATA C1.1 FORM OF OFFER AND ACCEPTANCE C1.2 CONTRACT DATA C1.3 FORM OF GUARANTEE
	C1.4 AGREEMENT
	C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) C1.6 PRACTICAL COMPLETION CERTIFICATE

CLAUSE NUMBER	DATA
	C1.7 FINAL APPROVAL CERTIFICATE C2 HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993 C3 PRICING DATA C4 CONDITIONS OF CONTRACT C5 SPECIFICATIONS C5.1 STANDARD SPECIFICATIONS C5.2 PROJECT SPECIFICATIONS C5.3 PART A: PROJECT DESCRIPTION AND GENERAL INFORMATION C5.4 PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS C5.5 MANAGEMENT C5.6 PROCUREMENT C6 SITE INFORMATION **SECTION 4** FIGURES AND DRAWINGS STANDARD FORMS ENVIRONMENTAL MANAGEMENT PLAN
F1.4 COMMUNICATION AND EMPLOYER'S AGENT	The Employer's Agent is: Mr. B Bensley Name: MVD Kalahari Address: P.O. Box 580 Kimberley 8300 Tel: (053) 831-1889 E-mail: brian@mvdkalahari.co.za
F2.1 ELIGIBILITY	Only those Tenderers who score a minimum of **70% (70 points)** for the functionality criteria prescribed in clause F.3.11.3 of the tender data and requested in section T2.2 of this document, are eligible to have their tenders evaluated and; Only those Tenderers who are registered with the CIDB with a contractor grading designation equal or higher than a contractor grading of 5CE and/ or 5ME or higher class for construction work will be eligible to submit Tenders. Joint ventures are eligible to submit Tenders provided that: a. every member of the joint venture is registered with the CIDB; b. the lead partner has a contractor grading designation in the 5CE and/ or 5ME class or higher of construction work; and c. 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 5CE and/ or 5ME class of construction work, is eligible to submit Tenders.
F2.7 CLARIFICATION MEETING	A Compulsary Inspection will be held on **Friday, 11 June 2021**
F2.12 ALTERNATIVE TENDER OFFERS	If a Tenderer wishes to submit an alternative Tender offer, the only criteria permitted for such alternative Tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted

CLAUSE NUMBER	DATA
	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 complies with the Employer's standards and requirements 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.
F2.13.2 SUBMITTING A TENDER OFFER	Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety by writing in **black ink**. **No electronic submissions will be accepted.** All volumes are to be left intact in their original format and no pages shall be removed or re-arranged.
F.2.13.3 SUBMITTING A TENDER OFFER	Parts of each tender offer communicated on paper shall be submitted as an original.
F2.13.7 SUBMITTING A TENDER OFFER	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are: Physical address (Location of Tender box): Siyancuma Municipality, Civic Centre, C/o Charl Cilliers & Southey Streets, Douglas 8730 Tender Number: **SIYA 06/2021** Project Name: **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**
F2.13.8 SUBMISSION BY FAX OR EMAIL	Tender offers submitted by facsimile or email will be rejected by the employer.
F2.15 CLOSING TIME	The closing time for submission of Tender offers is: **12:00 on Tuesday, 29 June 2021** Telephonic, telegraphic, facsimile or e-mailed Tender offers will not be accepted.
F2.16 TENDER OFFER VALIDITY	The Tender offer validity period is 90 (Ninety) days after Tender Closing Date .
F2.18 PROVIDE OTHER MATERIAL	The Tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed on the project with satisfactory evidence that such staff members satisfy the eligibility requirements.
F2.20 SUBMIT SECURITIES, BONDS AND POLICIES	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document.

CLAUSE NUMBER	DATA
F2.23 CERTIFICATES	The Tenderer is required to submit with his/her Tender Annexure A: CIDB Registration Certificate of Contractor Registration issued by the *Construction Industry Development Board* Annexure B: Tax Clearance Certificate A valid *Tax Clearance Certificate* issued by the *South African Revenue Services* or a *Tax Compliance Status Pin Number (MBD 2)* Annexure C: A *VAT Registration Certificate* Annexure D: *COID Certificate* *(Compensation for Occupational Injuries and Diseases Act)* [Previously known as Workmen's Compensation] Annexure E: *Unemployment Insurance Certificate, Act of 1996* Annexure F: B-BBEE Certificate *(See T2.4.3* PREFERENTIAL PROCUREMENT DOCUMENT IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2017 (PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000) Annexure G: Official letter from Tenderer's Bank This letter should state time of involvement and credit rating. Annexure H: Shareholding Certificate (where applicable) Annexure I: Company Profile, Organogram and CVs Annexure J: Financial Statements (*see T2.3.2* FINANCIAL STATEMENT) Annexure K: Municipal Rates Account A CURRENT (30 days) Business OR Business Residential Municipal account must be included in the Tender document even outside the ZF Mgcawu Municipal boundaries. In case of leasing, a copy of the valid current signed lease agreement must be submitted, indicating who is responsible for the Rates, Water and Electricity, etc. In the case where the Tenderer is responsible for any municipal services a current municipal account must be submitted with the lease agreement included in the Tender document. No confirmation letter of lease agreement will be accepted. Annexure L: Documents of Incorporation A copy of the certificate of incorporation of the company, close corporation or partnership. In case of a joint venture between two or more firms, the Tenderer shall attach a copy of the document of incorporation of each partner of the joint venture as well as the joint venture agreement. Annexure M: Practical Completion Certificates and Project Reports The Tenderer shall attach the practical completion certificates for similar projects that were completed by the tender entity and the proposed subcontractors as well as complete the necessary project reports specified in T2.3.10 FUNCTIONALITY SCORE CARD (ELIGIBILITY CRITERIA). Annexure N: Letter confirming Hire of Construction Plant

CLAUSE NUMBER	DATA
	A confirmation letter from the plant hire company that the plant will be available for the project Annexure O: Central Supplier Database (CSD) Report Information as requested in *T2.3.10* FUNCTIONALITY SCORE CARD (ELIGIBILITY CRITERIA*)* to be used during tender evaluation. Information as requested in *T2* RETURNABLE DOCUMENTS*.* These documents are to be bound separately and marked clearly with their annexure numbers as shown above.
F3.4 OPENING OF TENDER SUBMISSIONS	The time and location for opening of the Tender offers is: **12:00 on Friday, 29 June 2021** Location: Siyancuma Municipality, Civic Centre, C/o Charl Cilliers & Southey Streets, Douglas 8730
F3.5 TWO-ENVELOPE SYSTEM	A two-envelope procedure **will not** be followed.
F3.11 EVALUATION OF TENDER OFFER	**Method 2** will be used.
F3.11.5 EVALUATION OF TENDER OFFER	Financial offer, quality and preferences. $T_{EV} = W_1 \times N_{FO} + W_2 \times N_P + N_Q$ where: T_{EV} is the total number of tender evaluation points N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7 and W_1 is 80; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8 and W_2 is 20; N_Q is zero (the quality score is only calculated to reject all tender offers that fail to score the minimum number of points for quality according to F3.11.9)
F3.11.7 EVALUATION OF TENDER OFFER	The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W_1 is: 1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value below R 50,000,000 or Up to 100 minus W_1 tender evaluation points will be awarded to Tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.
F3.11.9 EVALUATION OF TENDER OFFER	The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	**Maximum number of points**
Experience of the Tenderer with replacement and installation of Pumps; Valves & Bulk Meters for sewer and water infrastructure	30
Key personnel proposed for the project: Qualification and experience	20
Construction schedule and availability of resources/plant	35
Bank rating	15
Maximum possible score for quality (M_s)	**100**

CLAUSE NUMBER	DATA
	The minimum number of evaluation points for quality is **70.**
F3.13 ACCEPTANCE OF TENDER OFFER	Tender offers will only be accepted if: i. The Tenderer has in his or her possession a valid *Tax Clearance Certificate* issued by the *South African Revenue Services* or a *Tax Compliance Status Pin Number (MBD 2)* ii. The Tenderer submits a letter of intent from an approved insurer undertaking to provide the *Performance Bond* to the format included in T2.3 of this procurement document. iii. The Tenderer is registered with the *Construction Industry Development Board* in an appropriate contractor grading designation. iv. The Tenderer is in good standing with municipal rates and taxes and municipal service charges. v. The Tenderer or any of its directors 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. vi. The Tenderer **has not** abused the Employer's Supply Chain Management System or **has not** failed to perform on any previous contract. vii. The Tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. The Employer/Agent is reasonably satisfied that the tenderer has in terms of the *Construction Regulation, 2014*, issued in terms of the *Occupational Health and Safety Act, 1993*, the necessary competencies and resources to carry out the work safely.The Tenderer meets the B-BBEE requirements stated in the tender advertisement in terms of the Preferential Procurement, 2017.
F3.18 PROVIDE COPIES OF THE CONTRACT	The number of paper copies of the signed contract to be provided by the Employer is **one.**

T1.3. ANNEXURE F: STANDARD CONDITIONS OF TENDER

As published in Annex F of the CIDB Standard for uniformity in Construction Procurement in Board Notice 136 of 2015, in Government Gazette 38960 of July 2015 and the erratum notices issued thereafter.

F1. GENERAL

F1.1. ACTIONS

F1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F1.2. TENDER DOCUMENTS

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

F1.3. INTERPRETATION

F1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;

f) functionality means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F1.4. COMMUNICATION AND EMPLOYER'S AGENT

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

F1.5. CANCELLATION AND RE-INVITATION OF TENDERS

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if –

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or

(b) funds are no longer available to cover the total envisaged expenditure; or

(c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F1.6. PROCUREMENT PROCEDURES

F1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F1.6.2 Competitive Negotiation Procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F2. TENDERER'S OBLIGATIONS

F2.1. ELIGIBILITY

F2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F2.2. COST OF TENDERING

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F2.3. CHECK DOCUMENTS

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

F2.4. CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS

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

F2.5. REFERENCE DOCUMENTS

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

F2.6. ACKNOWLEDGE ADDENDA

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

F2.7. CLARIFICATION MEETING

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F2.8. SEEK CLARIFICATION

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

F2.9. INSURANCE

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

F2.10. PRICING THE TENDER OFFER

F2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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

F2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F2.11. ALTERATIONS TO DOCUMENTS

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F2.12. ALTERNATIVE TENDER OFFERS

F2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F2.13. SUBMITTING A TENDER OFFER

F2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable black ink.

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

F2.13.3 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F2.13.4 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F2.13.5 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender

F2.13.6 data, as well as the tenderer's name and contact address.

F2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F2.14. INFORMATION AND DATA TO BE COMPLETED IN ALL Respects

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

F2.15. CLOSING TIME

F2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F2.16. TENDER OFFER VALIDITY

F2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE"

F2.17. Clarification of Tender Offer after Submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of

certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

F2.18. Provide other Material

F2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F2.19. Inspections, Tests and Analysis

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

F2.20. Submit Securities, Bonds and Policies

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

F2.21. CHECK FINAL DRAFT

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract. Return of other Tender Documents
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F2.22. CERTIFICATES

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

F3. THE EMPLOYER'S UNDERTAKINGS

F3.1. RESPOND TO REQUESTS FROM THE TENDERER

F3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F3.2. ISSUE ADDENDA

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

F3.3. RETURN LATE TENDER OFFERS

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

F3.4. OPENING OF TENDER SUBMISSIONS

F3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

F3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F3.5. TWO-ENVELOPE SYSTEM

F3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number

of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F3.6. NON-DISCLOSURE

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

F3.7. GROUNDS FOR REJECTION AND DISQUALIFICATION

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

F3.8. TEST FOR RESPONSIVENESS

F3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

F3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F3.9. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

F3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 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.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.

b) 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 line item total shall govern and the rate shall be corrected.
Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F3.10. Clarification of a Tender Offer

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

F3.11. Evaluation of Tender Offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for BBBEE contribution
3) Add the points scored for price and BBBEE.

F3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50,000,000

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50,000,000 (all applicable taxes included):

$$P_s = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where
P_s = Points scored for comparative price of tender or offer under consideration;
P_t = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4) (b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	**Number of Points**
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

(4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4) (e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50,000,000

(5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50,000,000 (all applicable taxes included):

$$P_s = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;
P_t = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

(5) (b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	**Number of Points**
1	10
2	9
3	8
4	7
5	6
6	5
7	4

B-BBEE Status Level of Contributor	Number of Points
8	3
Non-compliant contributor	0

(5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

(5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a). (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

F3.11.4 Decimal Places

Score price, preference and functionality, as relevant, to two decimal places.

F3.11.5 Scoring Price

Score price of remaining responsive tender offers using the following formula:
$N_{FO} = W_1 \times A$

Where:

N_{FO} is the number of tender evaluation points awarded for price.
W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
A is a number calculated using the formula and option described in *Table F.1* as stated in the *Tender Data.*

Table F.1: Formulae for calculating the value of A

FORMULA	COMPARISON AIMED AT ACHIEVING	OPTION 1[a]	OPTION 2 [a]
1	Highest price or discount	$A = \left(1 + \frac{(P - Pm)}{Pm}\right)$	$A = \frac{P}{Pm}$
2	Lowest price or percentage commission / fee	$A = \left(1 + \frac{(P - Pm)}{Pm}\right)$	$A = \frac{Pm}{P}$
P_m is the comparative offer of the most favourable comparative offer.			
P is the comparative offer of the tender offer under consideration.			

F3.11.6 Scoring Preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F3.11.7 Scoring Functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.
Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times \frac{S_O}{M_S}$$

where:

S_O is the score for quality allocated to the submission under consideration;
M_S is the maximum possible score for quality in respect of a submission; and
W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F3.12. INSURANCE PROVIDED BY THE EMPLOYER

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

F3.13. Acceptance of Tender Offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
c) has the legal capacity to enter into the contract,
d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer,

has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
e) complies with the legal requirements, if any, stated in the tender data, and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F3.14. PREPARE CONTRACT DOCUMENTS

F3.14.6 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,
b) inclusion of some of the returnable documents, and
c) other revisions agreed between the employer and the successful tenderer.

F3.14.7 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F3.15. COMPLETE ADJUDICATOR'S CONTRACT

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

F3.16. NOTICE TO UNSUCCESSFUL TENDERERS

F3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

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

F3.17. PROVIDE COPIES OF THE CONTRACTS

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

F3.18. PROVIDE WRITTEN REASONS FOR ACTIONS TAKEN

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19. TRANSPARENCY IN THE PROCUREMENT PROCESS

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

- The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.4 Consultative Forum must be an independent structure from the Tender committees.

F3.19.5 The information must be published on the employer's website.

Records of such disclosed information must be retained for audit purposes.

SECTION 2

T2. RETURNABLE DOCUMENTS

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

T2.1. CHECKLIST FOR A RESPONSIVE TENDER

1. Make sure your Tender is signed on the front page.
2. Make sure the Form of Offer is completed and signed.
3. Make sure you initial all of the pages.
4. Make sure you include a valid original Tax Clearance Certificate.
5. Make sure you claim VAT only if you are registered for VAT.
6. Make sure you claim the equity ownership points – or else no points will be granted.
7. Make sure you complete the Table of Ownership to substantiate your claim.
8. Make sure you read the Conditions of Contract carefully.
9. Make sure you comply with the specifications in full.
10. Make sure that your Declaration of Interest is signed.
11. Make sure that your Tender Document is signed.
12. Make sure you attached all copies of IDs
13. Make sure you have the capacity to complete the project.
14. Make sure you include the agreement with all subcontractors.
15. Make sure you have provided all information for the *T2.3.10* FUNCTIONALITY SCORE CARD (ELIGIBILITY CRITERIA)
16. Make sure you include Audited Annual Financial Statements for the past three years.
17. Make sure you include a Certificate signed by the Tenderer certifying that the Tenderer has no undisputed commitments for Municipal Services.
18. Make sure you include particulars of any contracts awarded to the Tenderer by an organ of the State during the past five years.
19. Make sure you attach a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic.
20. Make sure you attach the Central Supplier Database (CSD) Report
21. Siyancuma Local Municipality will verify all information.

TO BE COMPLETED IN THIS DOCUMENT:

SECTION	FORM	PAGE	COMPLETED & SIGNED	
			Yes	No
T2.1	CHECKLIST FOR A RESPONSIVE TENDER	31		
T2.2.2	SCHEDULES OF CONTRACTS SUCCESSFULLY COMPLETED	35		
T2.2.3	SCHEDULE OF CONSTRUCTION PLANT	36		
T2.2.4	PROPOSED DEED OF SECURITIES 1 & 2	37		
T2.2.5	CERTIFICATE FOR AUTHORITY OF SIGNATORY	38		
T2.2.6	CERTIFICATE OF AUTHORITY FOR JOINT VENTURES	39		
T2.2.7	AUTHORIZATION TO INVESTIGATE FINANCIAL STATEMENTS	40		
T2.2.8	DAY WORK SCHEDULE	41		
T2.2.9	STAFFING PROFILE	43		
T2.2.10	PROPOSED KEY PERSONNEL	44		
T2.2.11	PROPOSED SUB-CONTRACTORS	45		
T2.2.12	DETAILS OF TRAINING OFFERED	46		
T2.3.1	CERTIFICATE OF INSPECTION OF THE SITE	47		
T2.3.2	FINANCIAL STATEMENT	48		
T2.3.3	TAX CLEARANCE CERTIFICATE REQUIREMENT	49		
T2.3.4	LISTING CRITERIA	53		
T2.3.5	DECLARATION OF INTEREST	56		
T2.3.6	PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)	60		
T2.3.7	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	61		
T2.3.8	DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	65		
T2.3.9	CONTRACT FORM: RENDERING OF SERVICES	68		
T2.3.10	FUNCTIONALITY SCORE CARD (ELIGIBILITY CRITERIA)	71		
T2.4.1	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014	83		
T2.4.2	RECORD OF ADDENDA TO TENDER DOCUMENTS	85		
T2.4.3	PREFERENTIAL PROCUREMENT DOCUMENT IN TERMS OF	86		
T2.4.4	COMPLIANCE WITH OHSA (ACT 85 OF 1993)	92		

TO BE ATTACHED IN A SEPARATELY BOUND DOCUMENT ORDERED BY ANNEXURE NUMBER:

T2.2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

SECTION		Attached	
		Yes	**No**
Annexure A:	CIDB Registration		
Annexure B:	Tax Clearance Certificate or Tax Compliance Status Pin		
Annexure C:	A VAT Registration Certificate		
Annexure D:	COID Certificate		
Annexure E:	Unemployment Insurance Certificate, Act of 1996		
Annexure F:	B-BBEE Certificate		
Annexure G:	Official letter from Tenderer's Bank		
Annexure H:	Shareholding Certificate (where applicable)		
Annexure I:	Company Profile, Organogram and CVs		
Annexure J:	Financial Statements		
Annexure K:	Municipal Rates Account		
Annexure L:	Documents of Incorporation		
Annexure M:	Practical Completion Certificates and Project Reports		
Annexure N:	Letter confirming Hire of Construction Plant		
Annexure O:	Central Supplier Database (CSD) Report		

T2.2.1. ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the Special conditions of Contract, Specification, Bill of Quantities or Drawings, or to qualify his Tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his Tender and referred to hereunder, failing which the Tender will be deemed to be unqualified.

Should the Tenderer not desire to make any departures or modifications, he must state "NONE" in the schedule here under and sign it.

PAGE	CLAUSE OR ITEM

DATE:

SIGNATURE OF TENDERER

WITNESS

T2.2.2. SCHEDULES OF CONTRACTS SUCCESSFULLY COMPLETED

I/We, of _____
certify hereby that the following is a list representing contracts successfully completed by me/us in the recent past and that it is of a similar nature as the Works described in this document.

NATURE OF WORKS	VALUE OF WORKS	DURATION AND DATE OF COMPLETION	EMPLOYER AND CONTACT PERSON WITH TEL NO

DATE: _____ _____
SIGNATURE OF TENDERER

_____
WITNESS

T2.2.3. SCHEDULE OF CONSTRUCTION PLANT

If my/our Tender is successful, I/we of _____
undertake/s to place the Following equipment on the site for the execution of the Works:

OWN CONSTRUCTION PLANT	
NAME AND DESCRIPTION	**NUMBER**

HIRED CONSTRUCTION PLANT	
NAME AND DESCRIPTION	**NUMBER**

I/we undertake not to remove any plant and/or equipment from the construction site without the written consent of the Engineer, which consent shall not be unreasonably withheld.

DATE: _____

_____
SIGNATURE OF TENDERER

_____
WITNESS

T2.2.4. PROPOSED DEED OF SECURITIES 1 & 2

We, the undersigned, hereby agree that, if the Client accepts this Tender, we will, when so required, provide and sign the necessary Deed of Securities to the amount of 10 (Ten) percent of the Tendered amount for the proper conducting of the Contract by the undersigned:

1. _____

2. _____

in accordance with the conditions and prescriptions of the Contract that will be entered into for the proper and prompt conducting of the Works as stated in the Tender documents attached hereto and we undertake to renounce the benefit or the exclusion of ordinis seu excussionis et divisionis de duobus vel pluribus reis debendi and all other lawful exclusions that may be brought against the validity of this security.

UNDERSIGNED AS PROOF ON THIS DAY OF _____ 20 __

UNDERSIGNED BY THE MENTIONED SURER:

1. NAME: _____ 2. NAME: _____

ADDRESS: _____ ADDRESS: _____

_____ _____

_____ _____

_____ _____

IN MY CAPACITY AS: IN MY CAPACITY AS:

_____ _____

AS WITNESS FOR THE SIGNATURE OF SECURITY NO 1

1. NAME: _____

ADDRESS: _____

_____

_____

_____

_____

AS WITNESS FOR THE SIGNATURE OF SECURITY NO 2

2. NAME: _____

ADDRESS: _____

_____

_____

_____

_____

T2.2.5. CERTIFICATE FOR AUTHORITY OF SIGNATORY

I/We the undersigned am/are authorized to sign the Tender form on behalf of:

_____

in accordance to the "Statute of Partnership/Resolution of the Board of Directors/Proxy"*, of which a certified copy is included herewith, or by virtue of:

_____

* Delete whichever is inapplicable.

DATE: _____ _____

SIGNATURE OF TENDERER

AS WITNESSES:

_____

_____

T2.2.6. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

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

Mr/Ms _____ , authorised signatory of the company

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

Name of Firm: _____

Address: _____

_____

_____

_____

Lead Partner : _____

CIDB Registration No.: _____

Duly Authorised Signatory: _____

Name: _____

Designation: _____

Signature: _____

Name of Firm: _____

Address: _____

_____

_____

_____

Lead Partner : _____

CIDB Registration No.: _____

Duly Authorised Signatory: _____

Name: _____

Designation: _____

Signature: _____

T2.2.7. AUTHORIZATION TO INVESTIGATE FINANCIAL STATEMENTS

I/We, the undersigned, hereby grant permission to the Engineer, or his authorized agent, who executes this contract on behalf of MVD Kalahari, namely:

Mr. A Goliath to investigate our financial statements for the possible awarding of above-mentioned contract. The permission is granted with the emphatic understanding that **all** information obtained under this grant of permission will be handled in the **strictest confidence**.

My/our bank account number is as follows:

Bank : _____

Branch : _____

Account No : _____

My/Our audited balance sheet can be obtained from:

Firm : _____

Address : _____

_____

_____

Contact person : _____

Date : _____

_____ _____
SIGNATURE OF TENDERER WITNESS

T2.2.8. DAY WORK SCHEDULE

This day work schedule shall be completed by the Contractor as fully detailed as possible since it is to be used to put a valuation upon additional or substituted work which by their nature cannot now conveniently be valued at the rates Tendered by the Contractor and where the Contractor has been instructed to carry out such work on a day work basis.

The Contractor is required to fill in the schedule listed below with prices for labour, plant and materials for the work which shall be executed in terms of *Clause 6.5* of the *GCC 2015*, forming portion of the Contract Documents.

ITEM	DESCRIPTION	UNIT	RATE
1.	**LABOUR**: In the rates Tendered, the Contractor shall allow for the use of all small tools, e.g. picks, shovels, hammers, etc.		
a.	Unskilled labourers	Hour	
b.	Skilled tradesmen	Hour	
c.	Gangers	Hour	
d.	Plant Operators	Hour	
2.	**MATERIALS**: For the supply and use including delivery charges on the site where the material is built into the permanent works.		Cost plus %
3.	**PLANT**: Under this heading, the Contractor is required to list the operating and standing charges for all the plant he proposes to use in terms of this Contract on day work and shall insert the rates for the use of such plant in terms of this Contract on a plant hire basis, priced per hour inclusive of all fuel, equipment, etc., but excluding the plant operator's cost which will be taken as listed above.		
4.	**GENERAL**: Under this item, the Contractor may list such other items of plant, labour, materials, etc. which have not been provided for in the items hereinbefore and which the Contractor considers he may require to properly execute work on a day work basis.		

ITEM	DESCRIPTION	UNIT	RATE
5.	**SUPERVISION AND OVERHEADS**: Under this item, the Contractor must allow for all charges, inclusive to allow for proper supervision and all overheads, in connection with day work and this allowance shall be calculated on the percentage basis which must be indicated by the Contractor in the Schedule. The Contractor is to note that for the purpose of calculating the percentage, the value of materials as listed under Item 2 (above) shall not be included in the total hereunder for establishing such percentage as aforesaid. Supervision and overheads		%

DATE: _____ _____
SIGNATURE OF TENDERER

AS WITNESSES:

1. _____

2. _____

T2.2.9. STAFFING PROFILE

Provide information on the staff that you have available to execute this contract. (Attach a separate list if the space provided is insufficient)

OWN STAFF: **GENDER AND RACE**	**NUMBER OF STAFF**
STAFF TO BE EMPLOYED FOR THE PROJECT: **GENDER AND RACE**	**NUMBER OF STAFF**

T2.2.10. PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the site, to direct and for execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF NOMINEE ALTERNATE	NATIONALITY	SUMMARY OF		HDI Status YES/NO
			QUALIFICATIONS	EXPERIENCE AND PRESENT OCCUPATION	
Construction Monitoring Site Agent					
Engineer on Site					
Construction Supervisor (Give Designation)					
Other key staff (give designation)					

T2.2.11. PROPOSED SUB-CONTRACTORS

The Tenderer shall state hereunder the name of any Sub-Contractors that are proposed to complete certain sections of the Works. PLEASE NOTE: The Tenderer has to appoint a sub-contractor that is registered with the CIDB in a 2CE (or higher) class of construction work for the civil building work. The company profile(s) of the proposed sub-contractors have to be attached to *Annexure I:* Company Profile, Organogram and CVs

NAME	SECTION OF WORK	VALUE OF ITEMS COVERED BY SUB-CONTRACTOR

DATE: _____ _____
SIGNATURE OF TENDERER

AS WITNESSES:

1. _____

2. _____

T2.2.12. DETAILS OF TRAINING OFFERED

The Tenderer shall indicate the type and level of training that will be offered to the local labourers. The schedule should include on-site training or skills transfer by the tender entity or by his suppliers as well as any accredited training proposed for the project.

DESCRIPTION OF ON-SITE TRAINING AND SKILLS TRANSFER (NON-ACCREDITED TRAINING)	NUMBER TO BE TRAINED
DESCRIPTION OF ACCREDITED TRAINING (ATTACHED QUOTATION AND TRAINING CODE)	**NUMBER TO BE TRAINED**

DATE: _____ _____
SIGNATURE OF TENDERER

AS WITNESSES:

1. _____

2. _____

T2.3. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

T2.3.1. CERTIFICATE OF INSPECTION OF THE SITE

This is to certify that I, _____
representative of Contractor in the company of **Mr. A Goliath** visited the site at **Friday, 11 June 2021.** The Contract Documents and Drawings were discussed, and the Site conditions were emphasised.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof and state that no misrepresentations have been made to me regarding the ground and other local conditions.

I further **CERTIFY** that I am satisfied with the description of the work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

DATE: _____

_____
SIGNATURE OF TENDERER

_____
SIGNATURE OF ENGINEER

T2.3.2. FINANCIAL STATEMENT

Kindly provide the following information:

ANNEXURE	INFORMATION	RESPONSE	
		ATTACHED	NOT ATTACHED
E 1(a)	Audited annual financially statements for the past three (3) years; (if applicable, kindly attach statements as *Annexure E1(a)* **or**		
E 1(b)	Since your establishment – if established during the past three years; (if applicable, kindly attach audited statements as *Annexure E 1(b)*		
E 2	A certificate signed by the tenderer certifying that the Tenderer has no undisputed commitments towards other service providers in respect of which payment is overdue for more than 30 days e.g. SARS, Department of Labour etc.; (kindly attach certificate as *Annexure E 2*)		
E 3	Particular of any contracts awarded to the Tenderer by an Organ of State during the past five years, including particulars of any materials non-compliance or dispute concerning the execution of such contract; (Kindly provide particulars and attach as *Annexure E3*)		
E 4	A statement indicating whether any portion of the goods or services are expected to be sourced from the outside the Republic and, if so, what portion of the payment us expected to be transferred out of the Republic and informing the Department of Trade and Industry. (if applicable, kindly attach statement as *Annexure E4*)		

T2.3.3. TAX CLEARANCE CERTIFICATE REQUIREMENT

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. Previously a taxpayer (Supplier) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer **MUST** now submit a TAX COMPLIANCE STATUS PIN NO even if a paper TCC was submitted. Tenders will not be considered if the correct PIN NO and Tax Reference Number is included in this document.

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277

3. The Tenderer (Name) _____ ___ hereby grants Siyancuma Local Municipality permission to use the following

   TAX COMPLIANCE STATUS PIN NO _____

   with reference to the following Tax Reference Number_____

4. The Tenderer (Name) _____ hereby further grants SARS permission to disclose the Tenderers **TAX COMPLIANCE STATUS** to Siyancuma Local Municipality on an on-going basis during the Contract Term.

5. A Tenderer who appoints a Sub-Contractor/Joint Venture/Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is **TAX COMPLIANT** and remains **TAX COMPLIANT** for the duration of the contract. Successful Tenderers must provide Siyancuma Local Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor/Joint Venture/Consortia **TAX COMPLIANCE STATUS.**

6. A Tenderer who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a Tender as well as identity of that principal. The **TAX COMPLIANCE STATUS** of that principle must be verified in the same manner as that of the Tenderer. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful Tenderer to execute a portion of a contract.

7. The **TAX COMPLIANCE STATUS** of all parties must be disclosed and verified if the Tenderer consist of a partnership and

8. A Tenderer who is not resident in the Republic of South Africa, must apply for **TAX CLEARANCE** at **SARS.**

SIGNATURE OF TENDERER _____ DATE: _____

CAPACITY UNDER WHICH THIS TENDER IS SIGNED: _____

WITNESS 1_____DATE: _____

WITNESS 2_____DATE: _____

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no CODE – NUMBER

Fax no CODE – NUMBER

E-mail address

Physical address

Postal address

Number of copies of certificates required

Particulars of representative

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no CODE – NUMBER

Fax no CODE – NUMBER

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest tenders previously dealt with

Date started	Date finalised	Company	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

Declaration

I declare that the information furnished in this application as well as the supporting documents is true and correct in every respect.

Appointment of representative/agent

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

C C Y Y – M M – D D

Date

Name of representative/ agent

Signature of applicant

C C Y Y – M M – D D

Date

Name of applicant

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ..."
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**

T2.3.4. LISTING CRITERIA

Siyancuma Local Municipality
LISTING CRITERIA

THE FOLLOWING INFORMATION MUST BE PROVIDED IF TENDERER IS NOT REGISTERED ON DATA BASE. IF THE TENDERER IS REGISTER A PROOF (COPY) OF THE DATA BASE REGISTRATION MUST BE SUBMITTED WITH THE TENDER DOCUMENT AND THE DATA BASE REGISTRATION NUMBER MUST BE PROVIDED

DATA BASE REGISTRATION NUMBER:_____

1. **Company Name:**_____

2. **Contact Details:** Tel No: _____ Fax No: _____

   Cell phone: _____ Email Address: _____

   Contact Person:_____

3. **Postal Address**:_____

4. **VAT Registered**: Yes ☐ No ☐ If registered, VAT Registration No: _____

5. **Settlement Discount Allowed**: _____% for payment within _____days

6. **Bank Name**:_____ **Branch code**: _____

7. **Account No**: _____ **Type of Account**: _____

8. **Location in Northern Cape Area**: Yes ☐ No ☐

9. **% owned by black male**: _____% **% owned by black female**: ___%

   % owned by black youth: _____% **% owned by white female**: _____%

   % owned by disabled persons ___%

10. **B-BBEE SCORECARD LEVEL**: _____

11. **Indicate Main Sector/ Please select *one* only:**

- ☐ Agriculture
- ☐ Mining and Quarrying
- ☐ Manufacturing
- ☐ Electricity, Gas, Water
- ☐ Construction
- ☐ Retail & Motor Trade & Repairs
- ☐ Wholesale Trade, Commercial Agents and Allied Services
- ☐ Catering & Accommodation & other Trade
- ☐ Transport, Storage & Communications
- ☐ Finance and Business Services
- ☐ Community, Social and Personal Services

12. **Amount of full time employed staff:** _____

Annual Turnover: R_____

Asset Value (*excluding fixed property):* *R*_____

13. It is the responsibility of the Tenderer to inform Siyancuma Local Municipality of any changes, during the contract period.

T2.3.5. DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

1. No tender will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

Full Name of tenderer or his or her representative: _____

3.2 Identity Number: _____

3.3 Position occupied in the Company (director, trustee, hareholder[2]): _____

3.4 Company Registration Number: _____

3.5 Tax Reference Number: _____

3.6 VAT Registration Number: _____

3.7 The names of all directors / trustees / shareholder's[2] members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

_____

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

3.9.1 If yes, furnish particulars.

_____

_____

[1] 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.

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

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

3.10.1 If yes, furnish particulars.

_____

_____

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

3.11.1 If yes, furnish particulars

_____

_____

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

3.12.1 If yes, furnish particulars.

_____

_____

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

3.13.1 If yes, furnish particulars.

_____

_____

3.14 Do you or any of the directors, trustees, managers, principle Shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

_____

_____

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

Full Name	Identity Number	State Employee Number

Full Name	Identity Number	State Employee Number

Signature **Date**

Capacity **Name of Bidder**

T2.3.6. PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

The Tenderer is to submit in the separately bound annexures as *Annexure A:* CIDB Registration written proof of their registration with the CIDB in a contractor grading designation equal or higher than a contractor grading of 5CE and/ or 5ME class for civil construction work.

In the instance of a Joint Venture, all Joint Venture partners must provide proof of registration with the CIDB.

Note:

Failure to submit such documentation as prescribed shall result in this Tender not being further considered for the award of the contract.

T2.3.7. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

MBD 9

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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

2. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____
(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 Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a 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 bidder

6. 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 consortium[3] will not be construed as collusive bidding.

7.

8. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation)

   (c) methods, factors or formulas used to calculate prices;

   (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a tender which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

9. 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.

10. The terms of the accompanying tender have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signature Date

Position Name of Bidder

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

T2.3.8. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The tender of any tenderer may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	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)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).**	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:		
Item	**Question**	**Yes**	**No**
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 ☐

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 TRUE AND CORRECT.

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

_____ _____
Signature **Date**

_____ _____
Position **Name of Tenderer**

T2.3.9. CONTRACT FORM: RENDERING OF SERVICES

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)_____ in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number_____at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
   - Declaration of interest;
   - Declaration of Bidder's past SCM practices;
   - Certificate of Independent Tender Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other bid.

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

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

2 _____

DATE: .....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I_____ in my capacity as_____

   accept your tender under reference number _____dated_____

   _____ the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT _____ ON _____

NAME (PRINT) _____

SIGNATURE _____

OFFICIAL STAMP

WITNESSES

1 _____

2 _____

DATE: ……

T2.3.10. FUNCTIONALITY SCORE CARD (ELIGIBILITY CRITERIA)

1. PROJECT INFORMATION

PLEASE COMPLETE THE FOLLOWING PROJECT INFORMATION THAT IS REQUIRED FOR THE FUNCTIONALITY EVALUATION SCORECARD

The Tenderer has to list three (3) or more projects of similar construction activities that were successfully completed by their construction company and/or the proposed subcontractors (if applicable) within the past five years. The value of the project as well as the value of the specific construction activity under consideration have to be indicated. Please note that additional projects of similar construction work can be attached for consideration during the evaluation process.

NOTE: The project has to be listed with specific reference to the quality of work in the specific category and the value of construction work in the specific category.

PLEASE NOTE THAT THE TENDERER HAS TO ATTACH THE PRACTICAL COMPLETION CERTIFICATES AND PROJECT REPORTS BY REFERENCES FOR THE PROJECTS THAT ARE LISTED FOR THE EVALUATION OF FUNCTIONALITY.

	EXPERIENCE (SIMILAR SCOPE OF WORK)	POINTS CLAIMED	SCORE (MAX 30)
1.1.	**Experience of the Tenderer with replacement and installation of Pumps; Valves & Bulk Meters for sewer and water infrastructure.**		
a.	if the Tenderer submitted no information or inadequate information	0 □	
b.	If the Tenderer successfully completed 3 projects of a similar nature greater than R2.0 million	10 □	
c.	If the Tenderer successfully completed 3 Projects of a similar nature greater than R3.0 Million	15 □	
d.	If the Tenderer successfully completed 3 projects of a similar nature greater than R4.0 Million	20 □	
e.	If the Tenderer successfully completed 5 Projects of a similar nature greater than R5.0 Million	30 □	
		SUB-TOTAL	

a. Project 1:

Project name: _____

_____

Project value: _____ Completion date: _____

Value of project: _____

Employer: _____

Contractual completion date: _____ (including extension of time)

Actual completion date: _____ (certificate of practical completion)

Reasons for late completion (if applicable): _____

_____

Contact person*: _____

Contact details:

Tel: _____

Email: _____

b. Project 2:

Project name: _____

_____

Project value: _____ Completion date: _____

Value of project: _____

Employer: _____

Contractual completion date: _____ (including extension of time)

Actual completion date: _____ (certificate of practical completion)

Reasons for late completion (if applicable): _____

_____

Contact person*: _____

Contact details:

Tel: _____

Email: _____

c. Project 3:

Project name: _____

_____

Project value: _____ Completion date: _____

Value of project: _____

Employer: _____

Contractual completion date: _____ (including extension of time)

Actual completion date: _____ (certificate of practical completion)

Reasons for late completion (if applicable): _____

_____

Contact person*: _____

Contact details:

Tel: _____

Email: _____

d. Project 4:

Project name: _____

_____

Project value: _____ Completion date: _____

Value of project: _____

Employer: _____

Contractual completion date: _____ (including extension of time)

Actual completion date: _____ (certificate of practical completion)

Reasons for late completion (if applicable): _____

_____

Contact person*: _____

Contact details:

Tel: _____

Email: _____

e. Project 5:

Project name: _____

_____

Project value: _____ Completion date: _____

Value of project: _____

Employer: _____

Contractual completion date: _____ (including extension of time)

Actual completion date: _____ (certificate of practical completion)

Reasons for late completion (if applicable): _____

_____

Contact person*: _____

Contact details:

Tel: _____

Email: _____

*

2. KEY PERSONNEL QUALIFICATION AND EXPERIENCE

The Tenderer must clearly indicate the key personnel of the project team for this specific project in an organogram. The CV's of all key-personnel has to be attached as *Annexure I:* Company Profile, Organogram and CVs. A zero score will be given if a CV of any member of the project team is not received. Please note that the personnel listed have to be actively involved in the execution of the project. The scoring of the Tenderer's key personnel that will be involved in the construction phase and management of the project will be as follows:

Score: (select only one category):

0 - if the person has less than five years' experience in the construction industry
3 - if the person has more than five years' experience in the relevant construction category, but are not qualified
5 - if the person has more than five years' experience in the relevant construction category and has a qualification in the specific trade of supervision

	KEY PERSONNEL AND AVAILABLE RESOURCES	POINTS CLAIMED	SCORE (MAX 20)
2.1.	The experience and qualifications of the key personnel that the Tenderer and the proposed subcontractors will use to complete the project.		
a.	Contract Manager Mr./Mrs.: _____	0 ☐ 3 ☐ 5 ☐	_____
b.	Site Agent Mr./Mrs.: _____	0 ☐ 3 ☐ 5 ☐	_____
c.	Clerk of Works Mr./Mrs.: _____	0 ☐ 3 ☐ 5 ☐	_____
d.	Sub Contractor Mr./Mrs.: _____	0 ☐ 3 ☐ 5 ☐	_____
		SUB-TOTAL ( )	**____**

3. CONSTRUCTION SCHEDULE AND AVALABILITY OF RESOURCES/PLANT

The major construction equipment the Tenderer has committed towards the project has to be listed *T2.2.3* Schedule of Construction Plant and that note must be made of which plant is owned and which will be hired. A confirmation letter from the plant hire company that the plant will be available for the project has to be attached as *Annexure N:* Letter confirming Hire of Construction Plant The construction equipment must be available for the duration of the project and may only be removed from site if permission is granted by the project engineer.
The scoring for the major construction equipment that the Tenderer has available for the project will be as follows:

Score: (select only one category):

0 the specific plant is not owned by the Tenderer and is not listed in the confirmation letter of the plant hire company.
3 the specific plant will be hired for the project and is listed in the confirmation letter of the plant hire company.
7 the specific plant is owned by the Tenderer and is available for the project

CONSTRUCTION EQUIPMENT AVAILABLE		POINTS CLAIMED	SCORE (MAX 35)
3.1.	The Tenderer will at least have the following construction equipment committed for the duration of the relevant construction activity or instruction of the employer/engineer		
a.	TLB	0 ☐ 3 ☐ 7 ☐	
b.	Water Pump	0 ☐ 3 ☐ 7 ☐	
c.	Generator	0 ☐ 3 ☐ 7 ☐	
d.	Compactor	0 ☐ 3 ☐ 7 ☐	
e.	Rollers	0 ☐ 3 ☐ 7 ☐	
		SUB-TOTAL ( )	_____

BANK RATING	POINTS CLAIMED		SCORE (MAX 15)
1.1. Bank rating for business account			
Score: (select only one category)			
"E" or lower bank rating	0	☐	
"D" bank rating	5	☐	
"C" bank rating	7	☐	
"B" bank rating	10	☐	
"A" bank rating	15	☐	_____

1.	**Experience of Bidder**		**30 Points**
	No Information Supplied	VERY POOR	**0**
	a) 3 Projects of a similar nature greater than R2.0 Million	POOR	**10**
	b) 3 Projects of a similar nature greater than R3.0 Million	ADEQUATE	**15**
	c) 3 projects of a similar nature greater than R4.0 Million	GOOD	**20**
	d) 3 Projects of a similar nature greater than R5.0 Million	EXCELLENT	**30**
2.	**Key Personnel Qualifications and Experience**		**20 Points**
	a. No Information Supplied	VERY POOR	**0**
	b. Personnel have limited experience	POOR	**5**
	c. Personnel have reasonable experience	ADEQUATE	**10**
	d. Personnel have extensive experience	GOOD	**15**
	e. Personnel have Outstanding Experience	EXCELLENT	**20**
3.	**Construction Schedule and Availability of Resources/Plant**		**35 Points**
	a. No Information Supplied	VERY POOR	**0**
	b. Limited availability and allocation of resources Programme and method statement indicate project will be completed well beyond specified period	POOR	**5**
	c. Adequate availability and allocation of resources Programme and method statement indicate project will be completed beyond 110% of Specified Period	ADEQUATE	**20**
	d. Good availability and allocation of resources Programme and Method Statement indicate project will be completed within the specified duration of project	GOOD	**25**
	e. Excellent availability and allocation of resources Programme and Method Statement indicate project will be completed within the specified duration of Project	EXCELLENT	**35**
4.	**Bank rating**		**15 Points**
	a. "E" or lower Bank Rating	VERY POOR	**0**
	b. "D" Bank Rating	POOR	**5**
	c. "C" Bank Rating	ADEQUATE	**7**
	d. "B" Bank Rating	GOOD	**10**
	e. "A" Bank Rating	EXCELLENT	**15**
5.	**TOTAL POINTS**		**100 POINTS**
6.	**QUALIFYING POINTS**		**70 POINTS**

T2.4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT

T2.4.1. FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

1. In terms of Regulation 5(1) of the Construction Regulations, 2003 (hereafter referred to as the Regulation), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of The Act and the Regulations.

2. I confirm that I am fully conversant with the Regulations and that my company has (of will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)	YES		NO	

3. Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) – specify:	

4. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (**CVs to be attached**):

5. Provide details of proposed training (if any) that will be undergone:

_____

_____

_____

_____

_____

6. Potential key risks identified and measures for addressing risks:

_____

_____

_____

_____

_____

7. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Bill of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)	YES		NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS BID:

1. _____ ID NO: _____

2. _____ ID NO: _____

T2.4.2. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following Communications received from the Employer's Agent before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Signed Date

Name Position

T2.4.3. PREFERENTIAL PROCUREMENT DOCUMENT IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2017 (PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, ACT NO 5 OF 2000)

BD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

a) Price; and

b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c) **"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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black

Economic Empowerment Act, 2003 (Act No. 53 of 2003);

e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

g) **"prices"** includes all applicable taxes less all unconditional discounts;

h) **"proof of B-BBEE status level of contributor"** means:

a. B-BBEE Status level certificate issued by an authorized body or person;

b. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

c. Any other requirement prescribed in terms of the B-BBEE Act;

i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: _____ = _____ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? YES ☐ NO ☐

(TICK APPLICABLE BOX)

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted_____%

ii) The name of the sub-contractor _____

iii) The B-BBEE status level of the sub-contractor _____

iv) Whether the sub-contractor is an EME or QSE YES ☐ NO ☐

(TICK APPLICABLE BOX)

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: _____

8.2 VAT registration number: _____

8.3 Company registration number: _____

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

_____

_____

_____

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9. MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

9.1 Total number of years the company/firm has been in business: _____

9.2 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. _____

2. _____

_____
SIGNATURE(S) OF BIDDERS(S)

DATE: _____

ADDRESS _____

_____

……

T2.4.4. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1.	Is the Tenderer familiar with the OHSA (ACT 85 of 1993) and its Regulations?	**YES / NO**
2.	Who will prepare the Tenderer's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile attached under *Annexure I:* Company Profile, Organogram and CVs)	_____
3.	Does the Tenderer have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?	**YES / NO**
4.	Does the Tenderer keep records of safety aspects of each construction site? If yes, what records are kept?	**YES / NO**
5.	Does the Tenderer conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?	**YES / NO**
6.	Does the Tenderer have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV attached under *Annexure I:* Company Profile, Organogram and CVs).	**YES / NO**
7.	Does the Contractor have trained first aid employees? If yes, indicate, who.	**YES / NO**
8.	Does the Tenderer have a safety induction-training programme in place? (If yes, provide a copy under *Annexure I:* Company Profile, Organogram and CVs).	**YES / NO**

Authorized Signatory: _____

PART T: THE CONTRACT

SECTION 3

C1 AGREEMENT AND CONTRACT DATA

C.1.1 FORM OF OFFER AND ACCEPTANCE

SHORT DESCRIPTION OF WORKS: **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**

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

The Tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules and by submitting this offer has accepted the conditions of Tender.

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

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

_____Rand
(In words)

R _____in figures (or other suitable wording).
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 date, whereupon the Tenderer becomes the party named as the contractor in the conditions of contract identified in the Contract Data.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

for the Tenderer

_____

(Name and address of organization)

_____
(Name and signature of witness)

Date: _____

C1.1.1 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:

C1 AGREEMENT AND CONTRACT DATA
C2 HEALTH AND SAFETY ACT, 1993 (*ACT NO 85 OF 1993*)
C3 PRICING DATA
C4 CONDITIONS OF CONTRACT
C5 SPECIFICATIONS

and drawings and documents or part thereof, which may be incorporated by reference into the above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

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 bonds, guarantees, proof of insurance 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 Tender received one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contractor) within 5 (five) days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

for the Employer

_____
(Name and address of organization)

_____
(Name and signature of witness)

Date _____

C1.1.2 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the Tender documents issued by the Employer before the Tender closing date is limited to those permitted in terms of the conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

Subject _____

Details _____

Subject _____

Details _____

Subject _____

Details _____

Subject _____

Details _____

By the duly authorised representatives signing this schedule of deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the **only** deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender schedules, as well as any confirmation, clarification or change 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 the agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

(Name and address of organization)

Name and signature of witness

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

Name and signature of witness

Date

C.1.2 CONTRACT DATA

	CLAUSE	(GCC 2015, 2nd Edition)
Special Conditions*		See *Volume 1, Tender Data, T2.1.2*
Name of the Contractor	1.1.1.9	_____
Defects Liability Period	1.1.1.13	12 (Twelve) Months
The time for practical completion is**	1.1.1.14	Contractor to Specify _____ (months)
Name of Employer	1.1.1.15	Siyancuma Local Municipality
Name of Employers Agent	1.1.1.16	MVD KalahariConsulting Engineering & Town Planning
The Pricing Strategy is	1.1.1.26	Re-measurement Contract
Address of the Client	1.2.1.2	P.O. Box 27 DOUGLAS 8730 Tel. No. (053) 298-1810 Fax. No. (053) 298-3141
Address of the Engineer	1.2.1.2	P.O. Box 580 Kimberley 8300 Tel. No. (053) 831-1889
Address of the Contractor	1.2.1.2	_____ _____ _____ Contact _____ Tel. No. _____ Fax. No. _____
Commencement of the Contract	5.2.1	14 (Fourteen) days from the appointment date
The documentation required before commencement of Works execution are:	5.3.1	Health and Safety Plan (Refer to Clause 4.3) Initial Programme of Works (Refer to Clause 5.6) *Within 14 Days of Commencement Date*
	5.6.1	Insurance (Refer to Clause 8.6) *Within 14 Days of Commencement Date* Letter from Contractor whether he accepts the appointment Signing of the Contract Documents
The time to submit the documentation required before commencement of Works execution are:	5.3.2	7 days for Acceptance Letter 14 days for security and insurance documents 21 days for Signing of the Tender document

	CLAUSE	(GCC 2015, 2nd Edition)
Special non-working days	5.8.1	Sundays and all public holiday as well as yearend breaks
The Penalty for failing to complete the Works is	5.13.1	The penalty for failing to complete the Works within the Tendered Contract Period is R 2 500,00 per calendar day.
The latent defects period is:	5.16.3	10 years for Civil Works 5 years for Building Works 3 years for Electrical and Mechanical Works
Amount of Security	6.2.1	10 (Ten) % of the Contract Value
Time within which Security to be Provided	6.2.2	14 (Fourteen) days from the contract appointment date
Duration of Security*	6.2.3	Until issue of Practical Completion Certificate/Final Certificate
Minimum amount of monthly certificates	6.10.1	10 (Ten) % of contract value
The Percentage advanced on materials not yet build into the Permanent Works is	6.10.1.5	80 (Eighty) %
Percentage advanced on material brought onto site (MOS)	6.10.2	80 (Eighty) %
Limit of retention money	6.10.3	10 (Ten) % of contract value
Rendering of Contractor's final Payment Certificate	6.10.9	Within 14 (fourteen) days after the date of final approval
Defects Liability Period	6.10.5	12 (Twelve) Months
The number of Adjudication Board Members to be appointed is	7.7.5	3 (three)
Minimum amount of Third Party Insurance	8.6	Contract value
Special Risk Insurance (Political riot insurance) *	8.6.1	Required/~~Not required~~
If required, to be arranged by*	8.6.1	Contractor/Client
Amount of Special Risk Insurance	8.6.1	Contract Value
Minimum amount of Liability Insurance	8.6.1	R 1,000,000.00 (One Million Rand)
The limit of indemnity Liability for Insurance	8.6.1.3	R 5,000,000.00 per claim, claims unlimited during construction and defects liability period
The amount to cover professional fees for repairing damages and loss to be included in the insurance sum	8.6.1.1.3	1 (One) % of the Contract Value
Settlement of disputes to be referred to*	10.7.1	Court/Arbitration Law 1965 (Law No 42/1965) as amended
Period of validity of Tender		90 (Ninety) days after Tender Closing Date

* **Delete whichever is inapplicable**
****** **Information to be provided by the Tenderer**

Signature _____

on behalf of _____

Address _____

_____

_____

Date: _____

Note: **If the time for completion is not stated, the Contractor is to fill it in**

C.1.3 FORM OF GUARANTEE

EMPLOYER : **Siyancuma Local Municipality**

CONTRACTOR : _____

DESCRIPTION OF CONTRACT: **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**

I/We, the undersigned, _____ (Bank or Insurance Co.) do hereby bind ourselves as surety and co-principal debtors in solidum for the due performance of the Contract by the above named Contractor and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis de duobus vel pluribus reis debendi "No value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond) (R_____) and will lapse thirty days after issuing of the Completion Certificate in terms of the Contract, unless the Surety is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

FOR AND ON BEHALF OF

_____
(Surety)

AT _____ ON THIS _____ DAY OF _____ 20

CAPACITY _____

Full Address _____

_____

AS WITNESSES: 1. _____

2. _____

C.1.4 AGREEMENT

THIS AGREEMENT made between Siyancuma Local Municipality of P.O. Box 27, DOUGLAS 8730 (hereinafter called "the Employer") of the one part and

_____

of

_____
(hereinafter called "The Contractor") of the other part.

WHEREAS the Employer is desirous that certain Works should be constructed,

viz **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**

and has accepted a Tender for the supply, installation, testing, commissioning and maintenance of such Works for the duration of the Contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:

   2.1. The said Tender

   2.2. The General and Special Conditions of Contract

   2.3. The Specification and Health & Safety Specification

   2.4. The priced Bill of Quantities

   2.5. The Schedule of Rates and Prices

   2.6. The Drawings and Scope of Works

   2.7. The Letter of Acceptance

   2.8. Other (Stipulate)

3. In consideration of the payments to be made by the **Employer** to the **Contractor** as hereinafter mentioned the Contractor covenants with the Employer to supply, install, test and commission and maintain the Works in conformity in all respects with the provisions of the Contract.

4. The **Employer** hereby covenants to pay the **Contractor** in consideration of the supply, installation, testing, commissioning and maintenance of the Works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have set their hands and seals (if any) in the presence of the subscribing witnesses:

AT _____ for and on behalf of the EMPLOYER

on this _____ day of _____ 20_____.

AS WITNESSES:

1. _____ _____
Capacity

2. _____ _____
Capacity

AT_____ for and on behalf of the CONTRACTOR

on this _____ day of _____ 20_____.

AS WITNESSES:

1. _____ _____
Capacity

2. _____ _____
Capacity

* Delete if inapplicable

C.1.5 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

Siyancuma Local Municipality of P.O. Box 27, DOUGLAS 8405 (hereinafter called "the Employer")

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 **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**

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 WITNESSES AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documentation pertaining to this Contract.

2. This agreement shall hold good from its Commencement Date, which shall be the date of written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either:

    a. the date of the Final Approval Certificate issued in terms of *Clause 5.16.1* of the *General Conditions of Contract 2015* (hereafter referred to as "the *GCC 2015*"),
    b. the date of termination of the Contract in terms of *Clause 9.1, 9.2 or 9.3* of the *GCC 2015*.

3. The Mandatory declares himself to be conversant with the following:

    a. All the requirements 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 other than employees
iii. *Section 37:* Acts or omissions by employees or mandatories,
iv. *Sub-Section 37(2)* relating to the purpose and meaning of this Agreement

b. The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of *Clause 8.4* of the *GCC 2015* and all relevant requirements of the abovementioned *Volume 3*, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with *The Act*.

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

6. ***The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Disease 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 agreement.***

7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

The Mandatory shall assume the responsibility in terms of *Section 16.1* of the *Occupational 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 Engineer.

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.

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 involving the Mandatory and/or his employees and/or his subcontractors.

8. ***The contact details of the Occupational Health and Safety Agent for*** Siyancuma Local Municipality ***are to be issued at a later stage.*** In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

WITNESSES

_____ 1. _____
MANDATORY

_____ 2. _____
DATE

_____ 1. _____
EMPLOYER

_____ 2. _____
DATE

C.1.6 PRACTICAL COMPLETION CERTIFICATE

TO: _____
(Name of Contractor)

SHORT DESCRIPTION OF CONTRACT WORK: **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**

In accordance with *Clause 5.14.1* of the *General Conditions of Contract for Construction Work (GCC 2015)*, we hereby certify that the Contract Works described above, has been inspected by us and that it has been completed in accordance with the contract for all practical purposes and that, where applicable, has passed all final tests, excluding the outstanding items as listed below and any defects that have not been found.

This certificate is being issued subject to the conditions that the Contractor undertakes to do acceptable remedial work in connection with the outstanding Items before _____.

The Defect Liability Period, in accordance with *Clause 5.14.5.2,* shall commence on

_____ and if the repair work has not been done before the set date, it will be lengthened accordingly.

Outstanding Items

The Contractor undertook to do and complete the following work before the date as given above for the completion of the remedial work as said:

_____

_____

_____

_____ _____
DATE: SIGNATURE OF CLIENT

_____ _____
DATE: SIGNATURE OF ENGINEER

_____ _____
DATE: SIGNATURE OF CONTRACTOR

C.1.7 FINAL APPROVAL CERTIFICATE

TO: _____
(Name of Contractor)

SHORT DESCRIPTION OF CONTRACT WORK:

REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS

In accordance with *Clause 5.16.1* of the *General Conditions of Contract for Construction Work (GCC 2015)*, we hereby certify that all the Contract Works have been completed according to stipulations of the Contract and to our satisfaction and, where specified, been maintained and the Contractor certifies that he has no further claims against the Employer.

DATE: _____ _____
SIGNATURE OF CLIENT

DATE: _____ _____
SIGNATURE OF ENGINEER

DATE: _____ _____
SIGNATURE OF CONTRACTOR

C2 HEALTH AND SAFETY ACT, 1993 (*ACT NO 85 OF 1993*)

HEALTH AND SAFETY SPECIFICATION

This Specification shall be used in conjunction with all other applicable safety specifications, legislation and *Regulations* in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

NOTE: The Contractor will not be allowed to start with any construction or related work before submission and approval of a Health and Safety

C.2.1 INTRODUCTION

C2.1.1 SCOPE OF SPECIFICATION

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Health and Safety Specification as defined in the Construction Regulations, 2014 of the Occupational Health and Safety Act (Act 85 of 1993).

C2.1.2 PURPOSE OF SPECIFICATION

The purpose of this Health and Safety Specification is to provide the framework within which the Principal Contractor is required to demonstrate compliance with certain requirements of occupational health and safety established by the Occupational Health and Safety Act of 1993 and its Regulations during construction;

Note - This specification establishes requirements to enable the client and the Principal Contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The Principal Contractor is required to develop, implement and maintain specific health and safety plan and health and safety file. Accordingly, this specification on its own cannot ensure compliance with the requirements of the aforementioned Act.

It must also be noted that the Client / Agent on its behalf may stop any contractor from executing construction work, which is not in accordance with the client's health and safety specifications or rules for the project or which poses a threat to the health and safety of any person.

C2.1.3 DESCRIPTION OF WORK / PROJECT

This Project Entails the refurbishement and replacement of bulk sewer and water infrastructure in Douglas, Griekwastad, Campbell and Schmidtsdrift in the Siyauncuma Municipality.

C2.1.4 DESCRIPTION OF CONSTRUCTION SITE

The project is located in the Siyancuma Local Municipal area in Douglas, Griekwasstad, Campbell and Schmidtsdrift which are situated approximately 108-, 152-, 107- and 72km away from Kimberley respectively. The project falls within the Pixley Ka Seme District Municipality.

C2.1.5 SUPPORTING SPECIFICATION

This document is to be read and understood in conjunction with the following, inter alia:

a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:

- Construction Regulations, 2014,
- General Safety Regulations,
- General Administrative Regulations, 1996,
- Driven Machinery Regulations, 1988,
- Electrical Installation Regulations, 1992,
- Electrical Machinery Regulations, 1988,
- Environmental Regulations for Workplaces, 1987, and
- Facilities Regulations, 1990.

b) SANS codes and standards referred to by the Occupational Health and Safety Act

c) Compensation for Occupational Injuries and Disease Act, 1997.

C2.1.6 APPLICATION

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2014 promulgated on 07 February 2014 in terms of Section 43 of the Act.

C2.1.7 IMPLEMENTATION

This Health and Safety Specification forms an integral part of the Contract, and Principal Contractor shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Principal Contractor employed by the Client to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular the transport activities and project dedicated off site fabrication works.The Principal Contractor shall enforce the provision of the Health and Safety Specification amongst all sub-contractors and supplies for the project.

C.2.2 INTERPRETATION

- The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

C.2.3 REQUIREMENTS IN TERMS OF OHS ACT AND REGULATIONS

C2.3.1 CONSTRUCTION WORK PERMIT

Application of permit shall not be required by the Client for this project due to the CIDB Grading of5CE and/ or 5ME.

C2.3.2 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK

The contractor shall notify the Provincial Director of the Department of Employment & Labour in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:

C2.3.3 GOOD STANDING WITH THE COMPENSATION FUND OR LICENSED COMPENSATION INSURER

Good standing with the compensation fund or a licensed compensation insurer The contractor shall before commencing with any works on the site provide the employer's health and safety representative with proof of good standing with the compensation fund or with a licensed compensation insurer.

C2.3.4 HEALTH AND SAFETY PLAN

The contractor shall prepare and ***submit site specific health and safety plan*** for acceptance to the employer's health and safety agent and an emergency procedure which include but are not limited to spills, accidents to employees, exposure to hazardous substances.

C2.3.5 HEALTH AND SAFETY FILE

The contractor shall establish and maintain on site a health and safety file which contains all relevant copies. The health and safety file shall be made available for inspection by any inspector, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

The health and safety file shall be updated to ensure that its contents always reflect the latest available information. The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract.

C2.3.6 MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

The Principal Contractor must, in writing, appoint:

C2.3.7 CONSTRUCTION MANAGER – CR 8(1)

The Principal Contractor shall appoint a full time competent person as the construction manager to manage all the construction work on site, including the duty of ensuring occupational health and safety compliance.

C2.3.8 ASSISTANT CONSTRUCTION MANAGER – CR 8(2)

The Principal Contractor shall upon considering the size of the project, in writing appoint one or more assistant construction managers for different sections thereof.

C2.3.9 CONSTRUCTION HEALTH AND SAFETY OFFICER – CR 8(5)

A part time safety officer registered with SACPCMP shall be appointed for implementation of the health and safety plan.

C2.3.10 CONSTRUCTION SUPERVISORS – CR 8(7)

The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

C2.3.11 RISK ASSESSOR – CR 9(1)

A competent risk assessor shall be appointed in writing to perform risk assessments before any work is commenced.

C2.3.12 INCIDENT INVESTIGATOR – GAR 9(2)

A competent incident investigator shall be appointed in writing to appoint all incidents which must be recorded in terms of the General Administrative Regulations 9.

C2.3.13 FIRST AIDER – GSR 3(4)

Where there are more than 10 employees employed the employer shall appoint a first aider in possession of a valid first aid certificate for every group up to 50 employees.

C2.3.14 SHE REP – OHSA 17(1)

Every employer who has 20 employees or more in his employment shall appoint a SHE representative for every 50 employees.

The competency of each of these appointed competent persons must be provided and should include knowledge, training, experience & qualifications specific to the appointment.
No work involving any of the listed appointments may be performed without the knowledge and approval of an appointed competent person.

C2.3.15 COMPETENCY FOR CONTRACTOR'S RESPONSIBLE PERSONS

The Principal Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented.
Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA).

The Principal Contractor shall submit to the Client a valid letter of good standing with the Compensation Insurer prior to appointment.

C2.3.16 OCCUPATIONAL HEALTH AND SAFETY POLICY

The Principal Contractor shall submit their Health and Safety Policy, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the operations.

C2.3.17 HEALTH AND SAFETY ORGANOGRAM

The Principal Contractor shall submit an organogram, outlining the Health and Safety Site Team that will be assigned to the project.

In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated when there is a change in the site team.

C2.3.18 HAZARDS IDENTIFICATION AND RISK ASSESSMENT

C2.3.18.1 BASELINE RISK ASSESSMENT

A Baseline risk assessment is drafted as prescribed by Construction Regulation 5(1) and will be issued to the principal contractor. The Baseline risk assessment shall be reviewed as required and re-issued to the principal contractor.

The Principal Contractor shall ensure that should he employ sub-contractors, the sub-contractor must be issued with the Baseline assessment as prescribed in Construction Regulation 7(1).

C2.3.18.2 ISSUE BASES (TASK SPECIFIC) RISK ASSESSMENT

The Principal Contractor shall conduct Hazard Identification and Risk Assessments anticipated and/or encountering during the project. The Risk Assessment must include the Safe Working Procedure, and Method Statement.

The Principal Contractor shall ensure that during any construction work or work associated with the aforesaid construction work; ensure that a Task Specific Risk Assessment is undertaken by a competent appointed person. These risk assessments shall be communicated to all employees involved in the task before commencement of the task.

Safe operating procedures (SOP's) / safe working procedures (SWP'S) shall be generated based on the task specific risk assessments and communicated to all employees. Planned task observations (PTO's) shall be generated based on the SOP's.

C2.3.19 SAFE WORK PROCEDURE

Safe Work Procedures are to form part of the Risk Assessment and must be compiled for all the Identified activities.

The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely
- Mitigation of identified risks
- Reducing and controlling risks and hazards that have been identified
- Responsibilities of competent persons
- Required personal protective equipment
- Correct equipment/tools/machinery to be used

C2.3.20 HEALTH AND SAFETY REPRESENTATIVE(S)

The Principal Contractor shall ensure that Health and Safety Representative is elected and trained to carry out his/her functions, as per legislation.
The Health and Safety Representation shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He/she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

C2.3.21 MEDICAL CERTIFICATE OF FITNESS

The Principal Contractor must ensure that their employees on site have a valid medical certificate of fitness, issued by an occupational health practitioner.

Medical examinations must be done on all employees based on the exposure identified on the Annexure 3 as specified in the Construction Regulations. The *Annexure 3,* must be completed based on the scope of works and submitted to the occupational medicine practitioner / occupational health nursing practitioner.

The *Annexure 3* must be attached to all medical certificates of fitness. No employees will be allowed to perform any work on site if found unfit. Due to the fact that the medical is only valid for one year the principal contractor and contractors must keep the duration of the project in consideration when developing the OHS budget. Medicals will be conducted:

- Before the start of a project
- During a project (Annually)
- Exit medical – once the project is completed / contract is terminated / employee resigned.

The following employees must be declared medically fit without any conditions:

- Employees working at heights
- Driven machinery operator
- Workers working in confined spaces
- Scaffold erectors and inspectors

If an employee was declared fit with prescribe restrictions and recommendations it is the responsibility of the employer to constantly monitor the employee. Based on Section 14 of the OHS Act an employee that was declared fit with restrictions and recommendations is responsible to look after his own health and safety. This refers to taking medication when needed, using correct PPE prescribed and avoiding restricted areas that might have an influence on the health of an employee.

C2.3.22 TRAINING, AWARENESS AND COMPETENCE

C2.3.22.1 INDUCTION

All persons on site to attend general induction training presented by the contractor.
Attendance registers to be signed by all attendees and kept on safety file.

C2.3.22.2 AWARENESS

The Principal Contactor must also conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees and kept on safety file.

C2.3.22.3 COMPETENCY

After the Contractor has identified the training to be conducted as part of the competency requirement and based on Risk Assessment, he shall send the relevant person on appropriate course and keep certificate of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

C2.3.23 GENERAL RECORD KEEPING

The Principal Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specifications and the Occupational Health and Safety Act.

The Contractor shall ensure that all records of incidents, inspections, audits, registers, training etc. are kept on site.

C2.3.24 GENERAL INSPECTION, MONITORING AND REPORTING

The Principal Contractor shall carry out monthly inspections and auditing of the construction site.
Monthly reports applicable to the project must be drafted and send to the CHS Agent by the 20th of each month. The monthly report must include:

- Total Employees on site
- Number of Injuries
- Incidents reported
- Corrective actions taken for deviations identified during the CHS Agent's audit.

C2.3.25 AUDITS

Monthly audits shall be conducted by CHS Agent to verify compliance to legal and other requirements. Based on the audit and deviations identified, action plans shall be drawn up by Principal Contractor's responsible person and due date.

The principal contractor shall conduct monthly self-audits to identify gaps, shortcomings and to ensure continual improvement.

The principal contractor shall conduct monthly audit on all contractors. Action plans will be drawn up, discussed with subcontractors.

Audit reports compiled during external audits, self-audits and audits on contractors shall be minted and discussed during the OHS committee meeting.

C2.3.26 FIRST AID BOX AND FIRST AID EQUIPMENT

The Principal Contractor shall provide first aid box and appoint, in writing, First Aider for this project with a valid certificate. First Aid box must be adequately stocked at all time, accessible and be controlled by a qualified First Aider.

C2.3.27 ACCIDENT / INCIDENT MANAGEMENT

C2.3.27.1. RECORDING OF INCIDENTS

All incidents that occur, whether a near miss, first aid case, medical case or section 24 incident, shall be recorded and investigated by a competent person as prescribed by the General Administrative Regulations 9. (GAR 9)

Section 24 incidents must be investigated within 7 days by a competent person and be finalized as soon as possible. The findings of the investigation must be entered in to *Annexure 1* of the GAR 9. All records of the investigation must be examined during the OHS committee meeting and actions implemented and followed up to prevent reoccurrences.

During the investigation process it is important that following processes are properly executed but not limited to:

- Access the situation
- Collect as much data as possible

C2.3.27.2. REPORTING OF INCIDENTS

Type of incident	Reporting
Near Miss	- Principal contractor to follow internal reporting procedure as indicated in the OHS plan
Near Miss that could have resulted in a section 24 incident	- Principal contractor to follow internal reporting procedure as indicated in the OHS plan - Report to the CHS Agent
First Aid case	- Principal contractor to follow internal reporting procedure as indicated in the OHS plan
Medical treatment case	- Principal contractor to follow internal reporting procedure as indicated in the OHS plan - FEM / Compensation commissioner
Lost Time Injury	- Principal contractor to follow internal reporting procedure as indicated in the OHS plan - Report to the OHS Agent - FEM / Compensation commissioner
Section 24 incidents	- Principal contractor to follow internal reporting procedure as indicated in the OHS plan - Report to the OHS Agent - FEM / Compensation commissioner - DOL – within 7 days for section 24 incidents / within 14 days for occupational diseases. Notification must be done via email on similar means of communication.

Incidents shall be reported as follows:

C2.3.27.3. RECORDS KEEPING

The following records but not limited to should be kept up to date and available for inspections and audits;

- Up to date incident register
- Up to date dressing record
- WCL 1 & 2 forms
- Incident investigation forms with supporting documents
- *Annexure 1* (GAR): Should be kept for at least 3 years

C2.3.28 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

The Principal Contractor shall ascertain and provide adequate on site health and safety signage.

This signage shall include, but not be limited to, Hard Hat Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear

Plugs/Muffs to be worn where there might be noise exposure over 85 db.; Glovers; Safety Goggles; Safety Harness, Excavation, etc.
The Contractor shall be responsible to maintain the quality and replacement of signage.

C2.3.29 CONSTRUCTION VEHICLE AND MOBILE PLANT

The Principal Contractor must ensure that:

- Operators are appointed in writing.
- Operators shall be trained and authorised to operate mobile plant / vehicles.
- Operators shall be declared medically fit without restrictions to operate any mobile plant.
- Mobile plant supervisor shall be appointed to supervise all mobile plant.
- Induction shall be done with all operators / drivers
- All plant shall be inspected, authorised and approved before working on sites.
- All test certificates shall be valid. Maintenance records as well as pre – use inspection checklists shall be available on site for inspections.
- All plant / vehicles shall be fitted with an orange light and a reverse alarm.
- All plant shall be inspected daily before use.
- Operators /drivers shall not talk on cell phones while operating plant.

C2.3.30 HAZARDOUS CHEMICAL SUBSTANCES (HCS)

The Principal Contractor must ensure that-

- Competent person to be appointed in writing to coordinate and control all HCS.
- All HCS to be stored in a proper HCS store. Store must be well ventilated.
- Signage to be displayed and fire extinguishers to be available at the storage area.
- Material safety data sheet shall be available for chemicals
- Employees using chemicals shall be trained in the material safety data sheets
- Employees to wear PPE as required by the MSDS.

C2.3.31 HOUSEKEEPING AND GENERAL SAFEGUARDING

The contractor must ensure that suitable housekeeping is continuously Implemented on each construction site, Including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;

C2.3.32 STACKING OF MATERIALS

The contractor must ensure that -

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

C2.3.33 CONSTRUCTION EMPLOYEE' FACILITIES

A Principal Contractor must provide;

- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- sheltered eating area.

C2.3.34 WASTE MANAGEMENT

The contractor must ensure that:

- Provide sufficient bins. Lids to be provided and used where necessary.
- Schedule for the removal of waste is established and followed.
- Drip trays are used for generators / mobile plant.

C2.3.35 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Principal Contractor must conduct a PPE survey and based on the risks identified and MSDS requirements provide employees with the correct PPE. The following PPE should be used but not limited to: Overall with reflectors, Safety shoes, Hard hat, Ear protection, Safety goggles, Dust Masks, Gloves

A PPE issue register should be completed for all employees. Employees must sign PPE issue registers as proof that PPE was received.

Employees to receive training on the correct use of PPE. Attendance registers to be completed as proof that training was received.

PPE shall be checked monthly and recorded in the appropriate register.

Procedure to be compiled and implemented to manage redundant PPE.

C2.3.36 PUBLIC HEALTH AND SAFETY

The Principal Contractor shall ensure that non-employees affected by the construction work area made aware of the dangers likely to arise from the construction work and of the precautionary measures to be observed in order to avoid or minimise those dangers. This applies to:

- Non-employees entering the site
- Surrounding communities
- Bypassers

C2.3.37 OCCUPATIONAL HEALTH

Exposure of workers to occupational health hazards and risk are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin (pores) e.g. painting or use of thinners.

The Principal Contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

C2.3.38 BARRICADING

The Principal Contractor must ensure that:

- Orange safety netting shall be used to barricade stacking and storage areas.
- Orange netting shall also be used to barricade excavations.
- danger tape shall be used to barricade areas where lifting practices takes place and where overhead work is done.
-

C.2.4 COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES

C2.4.1 ADMINISTRATIVE MEASURES

C2.4.1.1 HEALTH RISK ASSESSMENT

Before the commencement of, and during construction work, health risk assessments must be reviewed and revised to consider the hazards posed by exposure to COVID-19 in the workplace.

Contractor must ensure that all employees and visitors are informed regarding any hazards as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

Employees must be advised not to come to work if they are sick or have symptoms associated with the COVID–19.

C2.4.1.2 REACTION OF CONSTRUCTION SITE

Before the site is opened for construction the following will be procured:

- Thermometer, non-contact forehead temperature reading.
- Hand sanitiser, liquid 70% alcohol base.
- Soap for hand washing.
- PPE, face masks (e.g. dust masks/cloth masks), hand gloves, overalls, safety booths, reflectors.

C2.4.1.3 SOCIAL DISTANCING MEASURES

Physical distancing is important because COVID-19 is most likely to spread through close contact with a person who has a confirmed infection. Physical distancing means keeping people apart.

The following physical distancing must be implemented.

- Keeping a distance of at least 1.5 to 2 metres between people.

- Queuing strategies - e.g. marking out spacing on the floor with tape or pens.
- Limiting the amount of people who can enter a confined space/office.
- Implement contactless deliveries.
- Have a responsible person for ensuring everyone is keeping the required distance from each other.
- Move workstations, desks and tables further apart.

C2.4.2 HEALTH AND SAFETY MEASURES

The following measures must be put in place to ensure the health and safety of employees and visitors on site.

- **Screening:**
  - Screening process must be done by trained person who will act as compliance officer for COVID-19.
  - Screen any worker to ascertain any symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath.
  - Screen all workers, visitors and service providers entering and leaving the site, with non-contact thermometer.

- **Hand sanitizer:**
  - Hand sanitizing must be done.
  - Spray bottle of hand sanitiser will be placed at all points of entry/exit.
  - Hand sanitisers to be sprayed on every person entering and leaving the site.

- **Hand washing:**
  - Hand soap to be placed at strategic position next to the water.
  - Workers to wash their hands regularly with soap and water.

- **Personal Protective Equipment**
  - The types of PPE required for COVID-19 outbreak, presently, is face mask.
  - Provide each employee with 2 cloth face masks.
  - Employees to wear mask while at work and while commuting to and from work.
  - Employees to wash their cloth face mask daily.
  - Regularly inspect, maintain and replaced them when necessary.

- **Site Access:**
  - Access control rules must be displayed at the entrance.

C2.4.3 SITE MEETINGS

Organizers of meetings need to think about the potential risk from COVID-19 because:

- There is a risk that people attending the meeting might be unwittingly bringing the COVID-19 virus to the meeting.
- Others might be unknowingly exposed to COVID-19.

Therefore, before the meeting:

- Consider whether the meeting is necessary or whether it could be postponed or replaced with a tele or video conference.
- Can it be scaled down so that fewer people attend?

C2.4.4 WHAT TO DO IN SUSPECTED CASES

If there is a suspicion that you or your colleagues may have become infected by COVID-19, you should take the following steps:

- Bring the employee to a separate and closed room.
- Inform the supervisor / foreman / manager.
- Inform the Department of Health and the Department of Employment and Labour.
- Support the authorities / HR department in determining who the person has been in contact with, and in implementing any other measures.

C2.4.5 VULNERABLE WORKERS / VISITORS

Workers that is more susceptible to complications and death due to Corona Virus is as follow:

- Co-morbidities such as Cardiovascular disease, Diabetes, Respiratory Illnesses, Immune Deficiencies, etc. Age >60

The following control measures must be followed:

- Visitors that fall under criteria above, must not be allowed into Building or onto any site.
- Personnel that falls under above criteria, must work from home if possible, work alone if needed to be on site or at office, attend meeting via Video or Telephone Conference, keep social distancing at all times, drive alone in a vehicle and wear face mask at all times

C2.4.6 HYGIENE FACILITIES AND COMMUNAL AREAS E.G. CANTEEN / EATING AREA / LOCKER ROOMS

The following must be available at these facilities: Paper Towels, Bins to dispose paper towels, Hand Sanitiser, Water and Soap People must ensure that they wash their hands when entering and leaving the facility.

C2.4.7 TRANSPORT OF EMPLOYEES

Where possible only one person may travel inside a vehicle. Where more than one person is traveling inside a vehicle, all people must wear face masks. Where possible people must walk from point A to Point B and minimise transport with other to the minimum Vehicle that is used to transport personnel must be sanitised after each trip.

C2.4.8 CONSTRUCTION HEALTH AND SAFETY BUDGET

The principal contractor shall provide a sufficient OHS budget that shall include a complete breakdown of all OHS costs.

It is crucial that the principal contractor take the requirements set out in these specifications and all legal and other requirements in consideration when developing the OHS budget. The principal contractor should especially look at but not limited to:

- The standard of OHS required.
- Competent OHS officer registered with SACPCMP shall be appointed to manage the project.
- Medicals
- Required training
- Provision of construction employees' facilities
- Personal Protective Equipment
- Stacking and storing requirements

C.2.5 BASELINE HAZARD IDENTIFICATION & RISK ASSESSMENT

See attached. *C2.5.3 BASELINE HAZARD IDENTIFICATION & RISK ASSESSMENT page 127*

C2.5.1 CONSTRUCTION HEALTH AND SAFETY BUDGET

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- Competent OHS officer registered with SACPCMP shall be appointed to manage the project.
- Medicals
- Required training
- Provision of construction employees' facilities
- Personal Protective Equipment
- Stacking and storing requirements
- Construction employee's facilities
- Mobile plant requirements
- Emergency requirements
- Signage and barricading requirements.

C2.5.2 AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)

AGREEMENT WITH MANDATORY

In terms of Section 37(1) and (2)

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

_____

(Hereinafter referred to as the Client/Client/Company)

AND

_____

(Hereinafter referred to as The Contractor)

Compensation Fund Number : _____

Project / Contract Name : **REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS**

Definition of Mandatory

Includes an agent, a **Contracto**r or sub-Contractor for work, but without derogating from his status in his own right as a Client or user.

Occupational Health and Safety Act (No. 85 of 1993)

1. You are requested to, as far as reasonably can, comply with the requirements of the OHS ACT 93 and Construction Regulations 2014.

2. Your attention is drawn to "General Duties of Clients to their Employees" as required by Sect 8 of the Act.

3. You are required to:
   - 3.1 Sign a written "Agreement with Mandatory" as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site.
   - 3.2 Provide the client / Principal Contractor with a documented health and safety plan.
   - 3.3 Provide the client / Principal Contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).

     Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).

   - 3.4 Provide the client / Principal Contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1).
   - 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).)
   - 3.6 If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4).
   - 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. Note: Asbestos and Lead regulations are separate.
   - 3.8 When using a Materials Hoist, comply with Construction Regulation 19.
   - 3.9 When using Lifting Machines and Lifting Tackle, comply with Cranes Regulation 22.
   - 3.10 When using Explosive actuated fastening devices, comply with Construction Regulation 21.
   - 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 12 and 16.
   - 3.12 When Excavating and Demolishing work, comply with Construction Regulation 13 and 14.
   - 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
   - 3.14 When working in confined spaces, comply with General Safety Regulation 5.

4. You are responsible for providing your own legal safety documents and registers to comply with the Act's requirements. A copy of the OHS Act of 1993 should be available in the main Contractors office.

5. Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc.

6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 26 of the Act.)

Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)

You are required to provide the client proof of registration with the Compensation Commissioner/Federated Client's Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the Contractor) See Section 89(1) of the COID Act.

AGREEMENT WITH MANDATORY In terms of Section 37 (1) and (2)

Section 37 (1)	Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the Client of such employee or a user to do or omit to do, then unless it is proved that – (a) in doing or omitting to do that act the employee was acting without the connivance or permission of the Client or any such user; (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and (c) all reasonable steps were taken by the Client or any such user to prevent any act or omission of the kind in question, the Client or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.
Section 37 (2)	The provisions of subsection (1) shall "mutatis mutandis" apply in the case of a mandatory of any Client or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Act.

I ……..…….(Responsible person) for,

……(Company)

appoint, ……..…(Contractor) at the following premises / site:

…….

Period:…….

AUTHORISED SIGNATORY FOR THE CLIENT / CLIENT / COMPANY

Signature	Designation	Date

ACCEPTANCE SIGNATORY FOR THE CONTRACTOR

I ..... hereby acknowledge receipt of and accept and understand the requirements of this agreement and shall ensure compliance with the OHS Act 85, of 1993.

Signature	Designation	Date

C2.5.3 BASELINE HAZARD IDENTIFICATION & RISK ASSESSMENT

(For Risk & Probability Explanations See Annexure 4)

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING *See attached page*			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING *See attached page*		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
1.	Designs	Inadequate/ unsafe design	Fatalities Injury Property damage Reputational harm	3	E	Medium	Design of contract to be awarded to the appointed Designer by Client. Designer to be either an qualified Architect or a registered and appointed Engineer. Health & Safety Specifications and Baseline Risk Assessment to be provided to the designer. Designer to take Health & Safety into consideration when designing.	Construction Regulation 5 & 6 / OHSACT Section 8 & 37	Client	Open	2	E	Low
1.1		Contractor incompetent in interpreting design.	Fatalities Injury Property damage Reputational harm	3	E	Medium	Contractor to be evaluated prior to awarding the tender. Contractor to be appointed in terms of CR 5(1)(K) OF CR 2014 and terms of Section 37(2) of the OHS Act 85 0f 1993.	Regulation 5 & 6 / OHSACT Section 8 & 37	Client	Open	2	E	Low
2.	Procurement	Inadequate provision made for Health and Safety	Fatalities Injury Property damage Reputational harm	3	B	High	Provision have to be made for Health & Safety in tender document. When a prospective contractor tenders for the project, his tender submission is to be evaluated to ensure that he has made provision adequate Health and Safety resources.	Regulation 5 / OHSACT Section 16	Client / CHSA / PC	Open	3	D	Medium

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
2.1		Incompetent employees appointed in statutary positions	Fatalities Injury Property damage Reputational harm	3	B	High	All prospective employees that will be apppointed in statutory positions must be evaluated by the contractor as part of their selection process. The CV's and qualifications of these employees are to be submitted as part of the OHS File to the Clients Representative to evaluate and approve.	Regulation 5 / OHSACT Section 16	Client / CHSA / PC	Open	3	D	Medium
2.2		Inadequate / Unsafe plant, materials and equipment procured.	Fatalities Injury Property damage Reputational harm	3	B	High	All plant, materials and equipment schedules to be included into the OHS File when submitting for review and approval. Maintenance records / service history of plant to be evaluated.	Regulation 5 / OHSACT Section 16	Client / CHSA / PC	Open	3	D	Medium
3.	Demolition of Structures	Air borne contaminats	Occupational Illness Injury	3	A	Extreme	If asbestos containing materials are present, they have to be removed by registered Asbestos Contractor and air monitoring to be carried out by **Approved Asbestos Inspection Authority.**	Asbestos Regulation	Client / PC	Open	3	C	High
3.1	Site Access	Unauthorised access granted to Contractor	Civil Unrest Property damage Reputational harm	3	A	Extreme	Client to grant access in writing to the contractor. Public Participation and consultation meetings to be held with the community informing them about the intended works. NB! No Site establishment will be allowed until the Safety File has been approved. Contractors to ensure that access to construction areas are restricted along The Contractor must also ensure that access to the construction areas are restricted during the night. Public liability insurance to be placed in the contractor safety files.	OHS Act Section 8	Client / CHSA / PC	Open	3	C	High

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
4	Transportation of material, equipment, and containers to and from site	Untrained driver	Fatalities Injury Property damage Civil Claim	3	C	High	Driver to be licensed, authorised and appointed. Induction to be done.	Construction Regulation 23 / OHS Act Section 8 / National Road Traffic Act	PC		3	D	Medium
4.1		Unroadworthy vehicle	Fatalities Injury Property damage Reputational harm Civil Claim	3	C	High	Vehicle to be inspected every time before coming onto site. Pre use inspection to be done. Vehicle to be fitted with a orange rotating light and reverse alarm.	Construction Regulation 23 / OHS Act Section 8 / National Road Traffic Act	PC	Open	3	D	Medium
4.2		Material/ equipment / containers not properly secured	Fatalities Injury Property damage Reputational harm Civil Claim	3	C	High	Material/equipment to be properly secured. Load to be inspected before arriving on site	Construction Regulation 23 / OHS Act Section 8 / National Road Traffic Act	PC	Open	3	D	Medium
4.3		Collision with other vehicles / property	Fatalities Injury Property damage Reputational harm Civil Claim	3	C	High	Driver to adhere to speed limits and road signs. If driving on site vehicle to be escorted to the designated area. Head Lights to be on, as well as strobe light. Flagman to be identified and visible when in congested area. Areas where trucks will stop for delivery should be properly barricaded. Signs should be displayed along the roads to ensure that they are visible to the public and flowing traffic..	Construction Regulation 23 / OHS Act Section 8 / National Road Traffic Act	PC	Open	3	D	Medium
5.	Site Establishment	Exposure to hazardous materials Exposure to moving machinery and vehicles	Fatalities Injury Property damage Reputational harm	3	C	High	Management to ensure site layout be approved by relevant engineer to consider site traffic, plant movement and other interfacing contractor site layouts	General Safety Regulations / General Administrative Rags / OHS Act Section 8 / Construction Regulations 5 & 7	PC	Open	3	D	Medium

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
5.1		Unauthorised access onto propert	Fatalities Injury Property damage Reputational harm Civil Unrest	3	C	High	Client to grant access in writing to the contractor. Public Participation and consultation meetings to be held with the community informing them about the intended works. NB! No Site establishment will be allowed until the Safety File has been approved.		PC	Open	3	D	Medium
5.2		Damaging existing services e.g. sewerage	Property damage Reputational harm Occupational Illness / Disease	3	C	High	Where possible existing service provider to be used to ensure knowledge of existing services. If not, a alternative service provider to be used and to be monitored. Municipalities are to be consulted regarding the location of existing services.		PC	Open	3	D	Medium
6.	Environment Control	Chemical Spillage	Ground and water pollution	3	C	High	Ensure all spills are reported immediately Ensure drip trays are used when the risk to spillage is high Ensure area housing hazardous waste is bunded to prevent run-off and absorption into the ground water systems	General Safety Regulations /General Administrative Rags /OHS Act Section 8 / Construction Regulations 5 & 7, NEMA Act	PC	Open	3	D	Medium
6.1		Poor refuse removal / No removal	Property damage Reputational harm Occupational Illness / Disease	3	C	High	Refuse removal service provider to be appointed upon establishment. Waste removal / disposal slips to be kept within the OHS File. A detailed Waste Management Plan is to be established and employees are to be trained.		PC	Open	3	D	Medium
6.2		Poor Planning	Injuries Property damage Reputational harm	3	C	High	Activity to be planned properly and instructions to be given to a delegated person nominated by the Contractor and the Client's Representative.		PC	Open	3	D	Medium

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
7.	Loading / offloading of material / equipment by hand	Nip / pinch point	Injuries Property damage	3	C	High	Employees to take instructions from one person. Employees to ensure safe placement of hands. Employees to wear leather gloves.	OHS Act Section 8	PC	Open	3	D	Medium
7.1		Employee handling material / equipment that is to heavy	Injuries Property damage	3	C	High	No employee to handle bulky or heavy objects alone. In this case other employee/plant to assist. Bend knees, feet apart, back straight. Get mechanical help e.g. Lifting machine.		PC	Open	3	D	Medium
7.2		Slipping / tripping	Injury	3	C	High	Pre work inspection of area and walkways to be done to ensure no tripping hazards in walkways.		PC	Open	3	D	Medium
7.3		Poor communication	Injuries Property damage	3	C	High	One person gives orders. If the person has to leave the area he is to delegate the responsibility to another employee.		PC	Open	3	D	Medium
8.	Stacking & Storage of materials and equipment	Nip / pinch point	Injuries Property damage	3	C	High	Employees to wear leather gloves. Employees to ensure safe placement of hands.	OHS Act Section 8 Construction Regulations 8	PC	Open	3	D	Medium
8.1		Unsafe stacking practices	Injuries Property damage	3	C	High	Employees to be trained in the stacking Procedure. The base of a stack to be 3 times the height. Walkways of at least 1,5 m to be left between stacks		PC	Open	3	D	Medium

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
8.2		Snake/insect bites	Fatality	3	C	High	Employees to check area before handling material. Do visual inspection of stacks, stamp feet, turn material over with plant or feet. Hooks to be used to minimize exposure to insects/ snakes. All grass/ weeds to be kept short.		PC	Open	3	D	Medium
8.3		No walkways between stacked materials	Injuries Property damage	3	C	High	Walkways of at least 1,5m between stacks to be left to ensure effective movement. Walkways and driveways to be properly barricaded to restrict interaction between public an stacked areas.		PC	Open	3	D	Medium
9	Excavations and trenches	Unsafe Plant	Fatality Injuries Property damage	3	C	High	A Plant used to be inspected by the GMR 2 and to be approved and tagged as per Procedure. Plant to be inspected daily before use by the operator. Operator to report any deviation to the supervisor immediately.	Construction Regulation 10 / OHS Act Section 8 / Construction Regulation 13 / General Safety Regulation 2A	PC	Open	3	D	Medium
9.1		Untrained Operator	Fatality Injuries Property damage	3	C	High	Operator to be trained, appointed and authorised to operate the machine.		PC	Open	3	D	Medium
9.2		Plant to close to the edge of an existing excavation or trench	Fatality Injuries Property damage	3	C	High	When plant is driving past an excavation or trench they must be further than 5 meters where possible, if not the operator/ driver is to slow down and pass with the help of a spotter that must assist him and monitor the ground conditions while he passes.		PC	Open	3	D	Medium
9.3		Underground service	Injuries Property damage	3	C	High	Refer to Construction Regulation 13		PC	Open	3	D	Medium

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
10.	Concrete Works	Poor communication	Fatality Injuries Property damage Cementosis	3	C	High	Supervisor to communicate task at hand clearly to all before task commences. If supervisor has to leave area, he is to delegate his authority to another employee until he returns to the area. Employee handling holding discharge point of concrete truck to ensure effective communication with operator of pump	Environmental Workplace Rags / OHS Act Sec 8 / DMR 18 / Construction Regulations	PC	Open	3	D	Medium
10.1		Unsafe discharging of concrete	Fatality Injuries Property damage Cementosis	3	C	High	Employees not to stand within "line of fire "when discharging concrete.		PC	Open	3	D	Medium
10.2		Concrete spills	Ground and ground water pollution	3	D	Medium	Employees to ensure that concrete is discharged and chute cleaned properly before the truck leaves the area. Concrete trucks to be washed at wash bays as agreed with the Engineer.		PC	Open	2	E	Low
10.3		Concrete burns	Injuries	3	D	Medium	Employees to wash their gloves and overalls regularly and to let it dry. If concrete lands on any part of the body, it is to be washed of immediately.		PC	Open	2	E	Low
11.	Brick Work	Operating Moffatt unsafely when delivering bricks.	Fatality Injuries Property damage	3	D	Medium	Operators Competency to be verified / Risk Assessment to be communicated with employee. Operator to be medically fit.	Environmental Workplace Rags / OHS Act Sec 8 / DMR 18 / Construction Regulations	PC	Open	2	E	Low

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
11.1		Heavy objects	Injuries	3	D	Medium	Do ergonomic survey on employees. Do internal training on correct lifting methods . Ensure that employees take enough breaks and that employees constantly rotate. Conduct medical surveillance on employees.		PC	Open	2	E	Low
11.2		Overloaded wheel barrow	Injuries Property damage	3	D	Medium	Supervisor to ensure that wheelbarrows are not overloaded. Walkways used are clear from superfluous materials. Ramps over excavations are stable. Ensure that there is a close distance between the concrete mixer an the actual brick work. Toolbox talk to be done on safe use of a wheelbarrow. Wheelbarrow to be placed on a register. Inspections to be done on wheelbarrows.		PC	Open	2	E	Low
11.3		No walkways between stacked materials	Injuries Property damage	3	C	High	Walkways of at least 1,5m between stacks to be left to ensure effective movement. Walkways and driveways to be properly barricaded to restrict interaction between public an stacked areas.		PC	Open	3	D	Medium
12.	Excavations and trenches	Unsafe Plant	Fatality Injuries Property damage	3	C	High	A Plant used to be inspected by the GMR 2 and to be approved and tagged as per Procedure. Plant to be inspected daily before use by the operator. Operator to report any deviation to the supervisor immediately.	Construction Regulation 10 / OHS Act Section 8 / Construction Regulation 13 / General Safety Regulation 2A	PC	Open	3	D	Medium
12.1		Untrained Operator	Fatality Injuries Property damage	3	C	High	Operator to be trained, appointed and authorised to operate the machine.		PC	Open	3	D	Medium

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
12.2		Plant to close to the edge of an existing excavation or trench	Fatality Injuries Property damage	3	C	High	When plant is driving past an excavation or trench they must be further than 5 meters where possible, if not the operator/ driver is to slow down and pass with the help of a spotter that must assist him and monitor the ground conditions while he passes.		PC	Open	3	D	Medium
12.3		Underground service	Injuries Property damage	3	C	High	Refer to Construction Regulation 13		PC	Open	3	D	Medium
13.	**Portable Electrical tools**	Employees (users) untrained	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	All users to be appointed, authorised and competent. All users to undergo formal accredited training.	Construction Regulation 24 / Electrical Installation Regulations	PC	Open	2	E	Low
13.1		Unsafe equipment	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	All equipment to be inspected prior to use by the user. All defective equipment to be reported and store man not allowed to issue. Defective equipment to be quarantined until such time that it has been fixed by a qualified person.		PC	Open	2	E	Low
13.2		Working in wet conditions	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	No working with Electrical tools in wet conditions.		PC	Open	2	E	Low
14.	**Brick Work**	Operating Moffatt unsafely when delivering bricks.	Fatality Injuries Property damage	3	D	Medium	Operators Competency to be verified / Risk Assessment to be communicated with employee. Operator to be medically fit.	Environmental Workplace Rags / OHS Act Sec 8 / DMR 18 / Construction Regulations	PC	Open	2	E	Low

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
14.1		Heavy objects	Injuries	3	D	Medium	Do ergonomic survey on employees. Do internal training on correct lifting methods . Ensure that employees take enough breaks and that employees constantly rotate. Conduct medical surveillance on employees.		PC	Open	2	E	Low
14.2		Overloaded wheel barrow	Injuries Property damage	3	D	Medium	Supervisor to ensure that wheelbarrows are not overloaded. Walkways used are clear from superfluous materials. Ramps over excavations are stable. Ensure that there is a close distance between the concrete mixer an the actual brick work. Toolbox talk to be done on safe use of a wheelbarrow. Wheelbarrow to be placed on a register. Inspections to be done on wheelbarrows.		PC	Open	2	E	Low
15.	Electrical Installations	Appointment of an incompetent electrical contractor	Installation will fail to meet expected standards Delay in project completion	3	D	Medium	Ensure that the required CIDB grading of the electrical contractor is included in the tender documentation and that thorough checks are done before appointment.	Construction Regulation 24 / Electrical Installation Regulations	PC	Open	2	E	Low
15.1		Use of substandard materials.	Installation will fail and performance will be compromised	3	D	Medium	Ensure adequate material quality checks and approvals during construction.		PC	Open	2	E	Low
15.2		Unsafe installation	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	All temporary and permanent installation are to be inspected at minimum quarterly intervals by a registered Electrician with a Wireman's license. Registers to be kept.		PC	Open	2	E	Low

TASK #	TASK / ACTIVITY DESCRIPTION	HAZARDS / ASPECT / FAILURE	POTENTIAL RISK / IMPACT	PRE- TREATMENT RISK RATING See attached page			RECOMMENDED CONTROLS / ACTIONS	APPLCABLE LEGISLATION	RESPONSIBLE PERSON	STATUS / DATE COMPLETED	RESIDUAL RISK RATING See attached page		
				SEVERITY	PROBABILITY	RISK RATING					SEVERITY	PROBABILITY	RISK RATING
15.3		Untrained employee installing	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	Electrician with a Wireman's license must install, commission and inspect all electrical installations. Employee to be authorised, competent and appointed.		PC	Open	2	E	Low
16.	Portable Electrical tools	Employees (users) untrained	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	All users to be appointed, authorised and competent. All users to undergo formal accredited training.	Construction Regulation 24 / Electrical Installation Regulations	PC	Open	2	E	Low
16.1		Unsafe equipment	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	All equipment to be inspected prior to use by the user. All defective equipment to be reported and store man not allowed to issue. Defective equipment to be quarantined until such time that it has been fixed by a qualified person.		PC	Open	2	E	
16.2		Working in wet conditions	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	No working with Electrical tools in wet conditions.		PC	Open	2	E	
16.3		Unsafe / poor lock out practices	Injuries Electrical Shock Burns / Wounds Property damage	3	D	Medium	All Electrical power tools to be fitted with a "Dead Man Switch". When user is not using the tool the tool is to be unplugged.		PC	Open	2	E	

Annexure 1

RISK RATING

The *risk rating* of a risk is established by assessing the *severity* of the risk and its *probability* of occurring.

Severity

Level	Descriptor	Example detail description
1	Insignificant	Near Miss; No measurable impact / legal requirements – none
2	Minor	First Aid Treatment; Short term impact; easy to rehabilitate / legal requirements – warning
3	Moderate	Medical Treatment; Medium term impact; difficult to rehabilitate / legal requirements – forced compliance
4	Major	Serious Injury; Long term impact; extreme difficult to rehabilitate / legal requirements – fine
5	Catastrophic	Fatality; Permanent damage; not rehabilitated / legal requirements – prosecution

Probability

Level	Descriptor	Description
A	Almost certain	Is expected to occur in most circumstances
B	Likely	Will probably occur in most circumstances
C	Possible	Might occur at some time
D	Unlikely	Could occur at some time
E	Rare	May occur only in exceptional circumstances

Risk Rating

Probability	Severity				
	Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
A (almost certain)	H	H	E	E	E
B (likely)	M	H	H	E	E
C (possible)	L	M	H	E	E
D (unlikely)	L	L	M	H	E
E (rare)	L	L	M	H	H

Legend
E = Extreme risk; immediate senior management action required

H = High risk; management attention needed

M = Medium risk; management responsibility must be specified

L = Low risk; manage by routine procedure

Annexure 2

[In terms of Regulation 3(2) of Construction Regulations, 2014]

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

1. Health and Safety Specification.
2. Health and Safety Plan.
3. Baseline Risk Assessment

---

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

   _____

   _____

2. Details of the Agent:

   a. Title, Surname, and Initials: _____
   b. Identity number / Passport number: _____
   c. Registration number with SACPCMP: _____
   d. Office Tel. number and/or Mobile number: _____
   e. Postal address: _____

      _____

      _____

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

   _____

   _____

   _____

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

   _____

   _____

   _____

5. Name. postal address and telephone numbers of the following persons:
   a) Construction Manager:

_____

_____

_____

b) Construction Health & Safety Manager:

_____

_____

_____

c) Construction Health & Safety Officer:

_____

_____

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

_____

_____

7. Nature of construction work:

_____

_____

8. Expected commencement date:

_____

_____

9. Expected completion date:

_____

10. Estimated number of persons on the construction site:

_____

11. Planned number of contractors on site accountable to the principal contractor:

_____

12. . Name(s) of contractors appointed:

_____

_____

_____

_____ _____

Signature of Principal Contractor Signature of Client/Client`s Agent

FOR OFFICE ONLY

Authorization	Labour Centre	Official Approval Stamp

13. Date of application: _____

14. Submitted documents prescribed in Construction Regulation 5(4) (Please tick √):

CR 5(1)(a)		CR 5(1)(b)		CR 5(1),(C-S)	

15. Result of the application (lease Tick√):

Approved		**Declined**	

16. Reason for declining application:

_____

_____

_____

_____

_____ _____

Signature of revoking Officer/Inspector Signature of the supervisor

LIST OF ITEMS (WHERE APPLICABLE AND NOT LIMITED) TO BE SUBMITTED WITH THE CONSTRUCTION WORK PERMIT APPLICATION

	Document to be submitted	*Legal Reference*
1.	Annexure 1 - Application for a permit to do construction work	CR 3(1)
2.	Baseline risk assessment)	CR 3(5)(a) read with 5(1)(a
3.	Site specific health and safety specification (SSHSS)	CR 3(5)(a) read with 5(1)(b)
4.	Proof of appointment of competent CHS Agent plus proof of registration with SACPCMP	CR 3(5)(b)(i) read with CR 5(5)
5.	Proof in writing has been submitted that regulation 5(1)(c), (d), (e), (f), (g) and (h) has been complied with.	CR 3(5)(b)(iii)
6.	Designer's appointment outlining duties in terms of CR 6(1) as have been agreed upon	CR 3(5)(b)(iii) read with CR 5(1)(e) and 6(1)
7.	Temporary works designer's appointment duties in terms of CR 6(2) as have been agreed upon plus	CR 3(5)(b)(iii) read with CR 5(1)(e) and6(2)
8.	Evidence that the SSHSS was included in the tender documents	CR 3(5)(b)(iii) read with CR 5(1)(f)
9.	Evidence that the contractor has made adequate provision for the cost of H&S.	CR 3(5)(b)(iii) read with CR 5(1)(g)
10.	Evidence that the Principal contractor has necessary resources and competencies to carry out construction work safely	CR 5(1)(h)
11.	Valid Letter(s) of Good Standing for the appointed Principal Contractor(s)	CR 3(5)(b)(ii) read with CR 5(1)(j)
12.	Written appointment(s) of Principal Contractor(s)	CR 5(1)(k)
13.	Principal Contractor's health and safety plan approved by the client.	CR 5(1)(l)

Annexure 3

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

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

_____

(b) Name and telephone nr. of Principal Contractor's contact person:

_____

2. (a) Principal Contractor's Compensation Registration Number:

_____

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

_____

(b) Name and telephone nr. of Client's contact person or agent:

_____

4. (a) Name and postal address of Designer(s) for the Project:

_____

(b) Name and telephone nr. of Designer(s) contact person:

_____

5. Name and telephone nr. of Principal Contractor's Construction Supervisor on Site as appointed in terms of Regulation 8(1):

_____

6. Name(s) of Principal Contractor's Sub-Ordinate Supervisors on site as 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 Site accountable to Principal Contractor:

_____

13. Name(s) of Contractors already selected:

_____

_____

_____

_____ _____

Principal Contractor **Date**

_____ _____

Client's Agent (where applicable) **Date**

_____ _____

Client's **Date**

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT OF WORK ON SITE.**

Annexure 4

OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993
CONSTRUCTION REGULATIONS, 2014

Medical Certificate of Fitness

Name of Employee_____ ID Number_____ Co Number_____

*** Occupation** e.g General worker, Welder, Bricklayer, Steel fixer, Mobile crane operator, etc	*** Possible Exposure** e.g Noise, Heat, Fall risk, Confined spaces, etc	*** Job Specific Requirements** e.g Operating mobile crane, Digging trenches, Erecting formwork, and support work etc	*** Protective Clothing** e.g Dust respirator, Welding gloves, etc

*** The Employer to complete the information in the spaces marked with an * before sending the Employee for a medical examination Declaration by the Medical Examiner:**

I certify that I have, by examination and testing, using the above criteria specified by the employer, satisfied myself that the abovementioned employee is fit to perform
the duties as described by the employer in the matrix above.

Occupational Medicine Practitioner / Occupational Health Nursing Practitioner: _____

Signature_____ Practice Number_____ Date_____

Address_____

This Medical Certificate of Fitness is valid for

C3 PRICING DATA

C.3.1 PREAMBLE GENERAL REFERENCES

1. The work scheduled below is described in more detail in the specifications and drawings. Where certain items are referred to the GCC 2015 or Specification or a certain drawing number for more information, the Contractor is referred to the complete GCC 2015, Specification and Drawings and it must not be presumed that the references are complete.

2. If a Bill of Quantities (or Bill of Quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

3. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected item prices (and their rates if a Bill of Quantities applies) to achieve the Tendered total of the prices.

4. The price quoted in the Rate Column next to each item, shall be assumed the all inclusive price for the work to be executed as referred to in the item.

5. The prices as Tendered in the Bill of Quantities shall be taken as being valid for the full duration of the Tender, unless otherwise stated in the Tender.

6. Should no rate be given, "Included Elsewhere" must be written in the Amount Column. Should this not be done, it will be assumed that the item was accidentally not priced and the average rate of the other Tenderers will be written in next to the item. See *Volume 1, T2.1.1 Alterations by Tenderer.*

7. No deviation that may be requested by the Contractor from the above, or from the GCC 2015, Specification, Bill of Quantities, Tender form and conditions, shall be considered, unless **clearly** indicated on *Volume 1, T2.1.1 Alterations by Tenderer* when the Tender document is submitted.

8. The costs to comply with all the conditions, obligations and liabilities and as described in the GCC 2015 and Specifications shall be assumed as being all inclusive in this Bill of Quantities, except if indicated differently in *Volume 1, T2.1.1 Alterations by Tenderer.*

9. The Bill of Quantities must be filled in **BLACK INK** and must not be removed from the bound set of documents.

10. No correction fluid may be used.

C.3.2 METHOD OF PRICING AND PRICE ADJUSTMENT

MBD 3.2

METHOD OF PRICING AND PRICE ADJUSTMENTS

THIS TENDER WILL NOT BE CONSIDERED IF THIS DOCUMENT (MBD 3.2) IS NOT FULLY COMPLETED.

CONTRACT REF NO: SIYA 06/2021

PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.

SELECT NUMBER 1 OR NUMBER 2

1. ☑ Prices are firm for the duration of this contract (including price adjustment subject to Rates of Exchange or any other reasons) Variations will not be considered

2. ☐ Prices not firm for the duration of this contract (price variations are applicable

If prices are not firm and number 2 was selected select only one of the following options (A, B or C).

NOT APPLICABLE

One of the options MUST be selected if prices are not firm. If none or more than one (1) options were selected it will disqualify the Tender.

A. ☐ NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN THE CASE OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (OR NOT ADJUSTED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN THE NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original Tender price. **Note that Pt must always be the original Tender price and not an escalated price.**
D1, D2..	=	Each factor of the Tender price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of tendering.
VPt	=	15% of the original Tender price. This portion of the Tender price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your Tender price:

Index_____ Dated_____ Index_____ Dated_____

Index_____ Dated_____ Index_____ Dated_____

Index_____ Dated_____ Index_____ Dated_____

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	**PERCENTAGE OF TENDER PRICE**

B. ☐ PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

NOT APPLICABLE

PARTICULARS OF FINANCIAL INSTITUTION	**ITEM NO**	**PRICE**	**CURRENCY**	**RATE**	**PORTION OF PRICE SUBJECT TO ROE**	**AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD**
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	**DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE**	**DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE**	**DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE**

C. ☐ None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the Tenderer's supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF TENDERER

SIGNATURE OF TENDERER: _____ _____

NAME OF COMPANY: _____ _____

ADDRESS: _____ _____

_____ _____

CELL TELEPHONE NO: _____ FAX NO: _____

E-MAIL ADDRESS: _____ _____

AS WITNESSES: 1. _____ Print _____

2. _____ Name Print _____

DATE: _____

N.B: This form must be signed by the Tenderer and witnesses. Removal of any of the details from the Tender documents may disqualify the Tenderer.

AMENDMENTS / ALTERATIONS: ANNEXURE A

If the Tenderer desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so herein and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his Tender price, if there be any variation.

Unless noted in this page when tendering or supported by a covering letter attached to this bid, no variations or alterations which the Tenderer desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF TENDERER: _____

DATE: _____ _____

ANY ENQUIRIES REGARDING THE TENDERING PROCEDURE MAY BE DIRECTED TO:

Firm	:	MVD Kalahari
Contact Person	:	Mr. A Goliath
Tel	:	053 831 1889
Cell	:	082 446 8025
Fax	:	053 833 4491

NOT APPLICABLE

C3.1.1 LOCAL LABOUR EMPLOYMENT

The Tenderer shall list the local labourers and artisans that the tender entity proposes to use to complete the project. The policy of the Employer is to employ local labourers for any unskilled construction work and to complete construction activities with labour-intensive construction methods whenever possible.

DESCRIPTION	RATE (R/hr)	NUMBER
"Community Liaison Officer"		1
Artisans		
Guards / Security (minimum 2)		
Unskilled Labour		
Other: (specify)		
Other: (specify)		
Other: (specify)		

DATE: _____ _____
SIGNATURE OF TENDERER

AS WITNESSES:

1. _____

2. _____

C.3.3 SCHEDULE OF QUANTITIES

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SECTION A: PRELIMINARY AND GENERAL					
	A 8.3	FIXED-CHARGE ITEMS					
A.1	A 8.3.1	Contractual Requirements	Sum	1			
	A 8.3.2	Establishment of Facilities on the Site :					
		a) Facilities for Engineer (As described under SANS 1200 AB)					
A.2	A 8.3.2.1(a)	i) Provision to be made for waterproof offices as described under item SANS 1200 AB 3.2: Office Building(s)	Sum	1			
A.3	A 8.3.2.1(c)	ii) Name boards (2 No and described under SANS 1200 AB 5.1). As per attached drawing	No	2			
	A 8.3.2.2	b) Facilities for the Contractor					
A.4	(a)	Offices and storage sheds	Sum	1			
A.5	(b)	Workshops	Sum	1			
A.6	(d)	Living accommodation	Sum	1			
A.7	(e)	Ablution and latrine facilities	Sum	1			
A.8	(f)	Tools and equipment	Sum	1			
A.9	(g)	Water supplies, electric power and communications	Sum	1			
A.10	(h)	Dealing with water	Sum	1			
	A 8.3.3	Other fixed-charge obligations					
A.11	PS A 8.3.3 (a)	Provision to comply to the Environmental Management Plan (SANS 1200 PS A 5.9)	Sum	1			
		NOTE: Bidders are advised to study the Health & Safety Specifications according to The Occupational Health & Safety Act (Act 85 of 1993) and the Construction Regulation 2014 (SANS 1200 A 5.7) before pricing this bill.					
Total Carried Forward							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Bidders must note that it is compulsory to price all items as specified regarding Health and Safety in this bill, the Occupational Health and Safety Act (Act 85 of 1993) and the 2014 Construction Regulations. **FAILURE TO DO SO WILL INVALIDATE THE TENDER** The following items serve as a breakdown of the exptected cost items for the requirements of the Act and have to be duly completed and returned with the tender form (refer to the Occupational Health and Safety Specification for detail of clauses as listed). ***Fixed-Charge Items (Part C4 Clause 10.2.1)*** a) Preparation of Health and Safety Plan					
A.12	A 8.3.3	The sum shall cover all costs involved in the preparing the Health and Safety Plan (which includes the risk assessment), which shall include the preparation of all permit applications and notifications as required by this specification and shall include the employment cost of all health and safety personnel employed for the preparation of the Contractor's Health and Safety Plan.	Sum	1			
		b) Health and Safety Training					
A.13	A 8.3.3	The sum shall cover all costs involved in preparation of the all necessary Health and Safety Induction Training materials required from the training of the Contractor's employees, Subcontractors and all visitors to the Works.	Sum	1			
		c) Personal Protective Clothing and Equipment					
A.14	A 8.3.3	The sum shall cover all costs involved in the initial provision of all personal protective clothing and equipment for the Contractor's employees and Sub-contractors and any visitors to the Works, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and its regulations, as amended).	Sum	1			
Total Carried Forward							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		d) Fences, Signs and Baricades					
A.15	A 8.3.3	The sum shall cover all costs involved in the initial provision of all fences, signs and barricades necessary for the protection of all persons, plant, vehicles, equipment or facilities, as required by this specification (which includes the requirements of the Occupational Health and Safety Act, 1993 and it's regulations, as amended).	Sum	1			
		e) Establishment of Safety Administration					
A.16	A 8.3.3	The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the establishment of the Health and Safety File.	Sum	1			
		f) Other Health and Safety Fixed-charge Obligations					
A.17	A 8.3.3	The sum shall cover the fixed costs of all other obligations that are required for the safe execution of the Works in accordance with the requirements of this specification and that are not specifically covered in A.11 to A.15	Sum	1			
	PS A 8.3.3 (c)	Supervision & Co-operation with Other Contractors (SANS 1200 PS A 5.10)					
A.18		i) With Electrical & Mechanical Contractor	Sum	1			
A.19		ii) With Other Contractors	Sum	1		Rate Only	
	A 8.4	TIME-RELATED ITEMS					
A.20	A 8.4.1	Contractual Requirements	Sum	1			
A.21	A 8.4.2.1(a)	Operate and maintain facilities for the Engineer on the Site	Sum	1			
	A 8.4.2.2	Facilities for Contractor for duration of construction, except where otherwise stated					
A.22	(a)	Offices and storage sheds	Sum	1			
A.23	(d)	Living accommodation	Sum	1			
Total Carried Forward							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
A.24	(g)	Water supplies, electric power and communications.	Sum	1			
A.25	(e)	Ablution and latrine facilities	Sum	1			
A.26	(f)	Tools and equipment	Sum	1			
A.27	PS A 8.4.5(b)	a) Implementation and Maintenance of Health and Safety Plan (PS A 5.7) The sum shall cover all costs involved in the implementation and maintenance of the Health and Safety Plan. This shall include but shall not be limited to the following: 1) The emplyment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers requirede in terms of the Contractor's Health and Safety Plan. 2) Updating the Health and Safety Plan as needed. 3) Carrying out of periodic audits and follow-up audits. 4) Compiling ongoing risk assessments and risk assessment reports as required by the Works. 5) Convening of regular safety meetings with the Safety Representatives. 6) Accompanying and supporting the Employer of his Safety Agent during ad hoc audits. 7) Compilation of monthly safety reports and statistics for the Employer or his Safety Agent.	Sum	1			
A.28	PS A 8.4.5(b)	b) Implementation and maintenance of Training The sum shall cover all costs involved in the implementation of the induction training of the Contractor's employees, Sub-contractors and all visitors to the Works.	Months				
Total Carried Forward							

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
A.29	PS A 8.4.5(b)	c) Maintenance of Personnel Protective Clothing and Equipment The sum shall cover all costs involved in maintenance, repair or replacement of personal protective cloting required by the Contractor's employees or Sub-contractors and all visitors to the Works.	Months				
A.30	PS A 8.4.5(b)	d) Maintenance of Fences, Signs and Barricades The sum shall cover all costs involved in maintenance, repair or replacement for whatever reason of fences, signs and barricades used for the Works. The rate shall include for the provision of security guards for the safeguarding of the items provided should this be necessary.	Months				
A.31	PS A 8.4.5(b)	e) Implementation and Maintenance of Safety Administration The sum shall cover all costs involved in establishment of all administrative matters required by this specification which shall include, but not limited to, the maintenance of the Health and Safety File or the completion and recording of the safety check lists required by this specification.	Months				
A.32	PS A 8.4.5(b)	f) Other Health and Safety Fixed-charge Obligations The sum shall cover the time-related costs of all other obligations that are required for the proper execution of the Works in accordance with the requirements of this specification and that are not specifically covered in A.27 to A.32	Months				
A.33		g) Preventative measures to prevent the spread of COVID-19.	Months				
Total Carried Forward							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION A: PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	A 8.4.5	OTHER TIME-RELATED OBLIGATIONS					
A.34	PS A 8.3.3 (a)	a) Provision to comply with Environmental Management Plan	Months				
	PS A 8.5	SUM STATED PROVISIONALLY					
	PS A 8.4	Sewer Pit Vacuum Pump Truck					
A.35	PS A 8.4 (a)	a) Supply a 10 000 ℓ Sewer pit vacuum pump truck (Honey Sucker)	PC Sum	1	1,300,000.00	1,300,000	00
A.36	PS A 8.4 (b)	b) Handling fee for Contractor on item A.35	%				
Total Carried Forward To Summary							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION B: EXCAVATIONS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SECTION B: EXCAVATIONS					
	SANS 1200 C	CLEAR SITE					
B.1	PS C 8.2.1	Clear site of all plant, rubble, etc. and remove material to a dumping site provided by the Client. Free-haul distance 10 km or less. Site to be cleared 2,000 m wider than the perimeter of the tower base.	m²	32			
	SANS 1200 DB	EXCAVATIONS					
	PS DB 8.3.2(a)	Cost must be all inclusive, as well as possible pump work and shoring that may be required, or as required by the Engineer. All quantities are provisional. Excvavation to a depth of: a) For Valves					
B.2		i) 0,0 - 1,5 m	m³	24			
B.3	PS DB 8.3.2(b)	Extra over on Item B.2 for excavation in hard rock.	m³	1			
B.4	PS DB 8.3.2(c)	Trimming of excavation to specified dimensions and levels. Excavation bottom compacted to 98% Mod.AASHTO.	m²	32			
B.5	PS DB 8.3.2(a)	Backfill with selected granular material as shown on drawings. Included in tendered price is the cost to select material to comply with main backfill specifications and/or cost to replace excavated material that does not comply with main backfill material specification with additional material from a commercial source, that complies with main backfill specifications. Compacted to 98% ModAASHTO in 150 mm thick layers. Price all inclusive.	m³	48			
B.6	PS DB 8.3.2(e)	Carting away, dumping, trimming and compaction in layers not exceeding 300 mm to 90% mod.AASHTO of excess material from excavations to a site as provided by the Client. Free-haul distance 10 km or less.	m³	10			
B.7	PS DB 8.3.3.3	Compaction in road reserves	m³	48			
	8.3.6	Finishing					
Total Carried Forward							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION B: EXCAVATIONS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
	8.3.6.1	Reinstate road surfaces complete with all couses					
B.8		All types of surfaces	m²	32			
	SANS 1200 L	DENSITY TEST					
B.9	PS LD 8.2.15	Density test by an engineer approved independent laboratory as and when instructed by the Engineer. Price all inclusive.	No	16			
Total Carried Forward To Summary							

SECTION C: ELECTRICAL AND MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SECTION C: ELECTRICAL AND MECHANICAL WORK					
	SANS 1200 LF	BULK WATER METERS					
	8.2.4	Installation of Bulk Turbine water Meters including the supply of the meters, cutting of the pipes, installation of pipe adapters, flange drilling and all other related operations.					
C.1		a) 400 mm	No	1			
C.2		b) 300 mm	No	2			
C.3		c) 250 mm	No	2			
C.4		d) 200 mm	No	1			
C.5		e) 150 mm	No	10			
	SANS 1200 L 8.2.3	NON-RETURN VALVES					
		Installation of flanged cast iron Epoxy coated swing check non-return valves with rubber disk, flange drilling and all other related operations.					
C.6		a) 300 mm	No	2			
C.7		b) 250 mm	No	2			
	SANS 1200 L 8.2.3	VALVES					
		Installation of flanged cast iron epoxy coated resilient gate valves valves , flange drilling and all other related operations.					
C.8		a) 400 mm	No	1			
C.9		b) 300 mm	No	2			
C.10		c) 250 mm	No	3			
C.11		d) 200 mm	No	7			
C.12		e) 150 mm	No	10			
C.13		f) 20 mm	No	45			
	MEC 12	SEWER PUMPS					
Total Carried Forward							

SECTION C: ELECTRICAL AND MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Replace with new, remove to storage of existing Self- priming solids handelling wedge driven pump, including the fabricated galvanized steel baseplate complete with belts, pulleys and guards. Must include all labour and work reqiured to change existing pipework to fit new pump. 36 ℓ/s @ 25 m Head powered by a 15 kW 3 phase electrical motor, including new air relieve valve					
C.14		a) Supply	No	1			
C.15		b) Installation	No	1			
C.16		c) Commissioning	No	1			
		37 ℓ/s @ 34 m Head powered by a 22 kW 3 phase electrical motor, including new air relieve valve					
C.17		a) Supply	No	1			
C.18		b) Installation	No	1			
C.19		c) Commissioning	No	1			
		38 ℓ/s @ 53 m Head powered by a 37 kW 3 phase electrical motor, including new air relieve valve					
C.20		a) Supply	No	2			
C.21		b) Installation	No	2			
C.22		c) Commissioning	No	2			
		Replace with new, remove to storage of existing submersible sewer pump, including Ultrasonic unit and 150 mm Non- Return Valve. Must include all labour and work reqiured to change existing pipework to fit new pump. 30 ℓ/s @ 14 m Head powered by a 9 kW 3 phase electrical motor					
C.23		a) Supply	No	2			
C.24		b) Installation	No	2			
C.25		c) Commissioning	No	2			
Total Carried Forward							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION C: ELECTRICAL AND MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		20 ℓ/s @ 25 m Head powered by a 11 kW 3 phase electrical motor					
C.26		a) Supply	No	1			
C.27		b) Installation	No	1			
C.28		c) Commissioning	No	1			
		Replace with new, remove to storage of existing submersible sewer pump, with Non-selfprimimg, single stage, cetrifugal pump with horizontal discharge port and grinder. Must include all labour and work reqiured to change existing pipework to fit new pump.					
		5 ℓ/s @ 9 m Head powered by a 3.5 kW 3 phase electrical motor					
C.29		a) Supply	No	2			
C.30		b) Installation	No	2			
C.31		c) Commissioning	No	2			
	MEC 12	<u>BOREHOLE PUMPS</u>					
		Replace with new, remove to storage of existing stainless steel submersible borehole pump. Must include all labour and work reqiured to change existing pipework to fit new pump.					
		150 mm Ø Pump, supplying 16.6 ℓ/s @ 80 m including 18.5 kW electrical motor					
C.32		a) Supply	No	3			
C.33		b) Installation	No	3			
C.34		c) Commissioning	No	3			
		100 mm Ø Pump, supplying 4.51 ℓ/s @ 55 m including 4 kW electrical motor					
C.35		a) Supply	No	2			
C.36		b) Installation	No	2			
C.37		c) Commissioning	No	2			
	MEC 12	<u>WATER PUMPS</u>					
Total Carried Forward							

SECTION C: ELECTRICAL AND MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		Replace with new, remove to storage of existing horizontal volute casing pump, single-stage,long-coupled, back pull-out design, with replaceable shaft sleeves / shaft protecting sleeves and casing wear rings, with motor-mounted variable speed system. Must include all labour and work reqiured to change existing pipework to fit new pump. 80 ℓ/s @ 12 m Head powered by a 11 kW 3 phase electrical motor, including custom build frame					
C.38		a) Supply	No	1			
C.39		b) Installation	No	1			
C.40		c) Commissioning	No	1			
		70 ℓ/s @ 20 m Head powered by a 15 kW 3 phase electrical motor, including custom build frame					
C.41		a) Supply	No	2			
C.42		b) Installation	No	2			
C.43		c) Commissioning	No	2			
		61 ℓ/s @ 60 m Head powered by a 55 kW 3 phase electrical motor, including custom build frame					
C.44		a) Supply	No	4			
C.45		b) Installation	No	4			
C.46		c) Commissioning	No	4			
	MEC 12	<u>BOREHOLE DOSING PUMPS</u> Installation of manually adjustable Mechanical Diaphragm Metering Pumps with a dosing frequency of 25 strokes/min 7 ℓ/hour 12 bar					
C.47		a) Supply	No	4			
C.48		b) Installation	No	4			
C.49		c) Commissioning	No	4			
Total Carried Forward							

SECTION C: ELECTRICAL AND MECHANICAL WORK

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
Brought Forward							
		TELEMETRY The installation of a telemery water management system					
C.50		a) Telemetric water management system	PC Sum	1	1,500,000.00	1,500,000	00
C.51		b) Handling fee for Contractor	%		1,500,000.00		
Total Carried Forward To Summary							

Tender No SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS, VALVES AND BULK METERS
Schedule of Quantities

SECTION D : CONTINGENCIES

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SECTION D: CONTINGENCIES					
D.1		Provide an amount that can be used in total or partially to cover for unforseen or additional work as instructed in writing by the Engineer. This amount will be duducted from the contract amount should it not be required. Amount = 0,10 (Sum of Section A - C) = 0,10 x R..... Amount = R.....	%	10			
Total Carried Forward To Summary							

SIYANCUMA LOCAL MUNICIPALITY

TENDER NO SIYA 06/2021

DOUGLAS: REFURBISHMENT OF BULK WATER INFRASTRUCTURE - PUMPS, VALVES AND BULK METERS

SCHEDULE OF QUANTITY SUMMARY

SECTION NO	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	R -
B	EXCAVATIONS	R -
C	ELECTRICAL AND MECHANICAL WORK	R -
D	CONTINGENCIES	R -
	Nett Tender Total **Excluding** VAT	R -
	ADD : VAT @ 15% on Nett Tender Total	R -
	TOTAL CARRIED TO TENDER FORM, **INCLUDING VAT @ 15%**	R -

C4 CONDITIONS OF CONTRACT

The contract entered into for the work as described herein, shall comply to the *General Conditions of Contract, 2015 (GCC 2015) Third Edition*, as drawn up by the *South African Institution of Civil Engineering (SAICE)*, the *Institution of Municipal Engineering in Southern Africa (IMESA*) and the *South African Federation of Civil Engineering Contractors (SAFCEC),* of which the documents will be open to inspection at the offices of the Consulting Engineer or can be obtained from anyone of the abovementioned Institutes.

C.4.1 SPECIAL CONDITIONS OF CONTRACT, 2015 (GCC 2015)

The following definite conditions will be applicable to this specific contract. The description hereafter of items as specified in the *GCC 2015*, serves as extensions to the different items and must not be seen as a replacement of the *GCC 2015*.

Where any contradictions appear between the Standard Specifications of all trades, as described elsewhere in the document, the *GCC 2015* and the Tender Data, the Tender Data will be accepted as the correct specification and shall be applicable to these works.

C4.1.1 EMPLOYER (CLAUSE 1.1.1.15)

Clause 1.1.1.15 of the *GCC 2015* denotes Kgatelopele Local Municipality**.** For the purpose of this Tender "Client" shall have the same meaning as "Employer" and the other way around.

C4.1.2 ENGINEER (CLAUSE 1.1.1.16)

"**Engineer**" means "**Any Partner, Associate or Professional Engineer**" whom is generally or specifically assigned by a Partner of MVD Kalahari to fulfil the function as Engineer on behalf of MVD Kalahari, Consulting Engineers, in terms of the GCC 2015 for the execution of this Contract.

The Engineer shall also act as the Client's Agent with contact details as stipulated under *Volume 1, T1.2 Tender Data.*

C4.1.3 ENGINEER'S REPRESENTATIVE (CLAUSE 1.1.1.17)

Should the Engineer have a Representative on site, he shall notify the Contractor in writing accordingly. For the purpose of this contract, the Representative shall, as appointed by the Engineer in writing, have the same authority as the Engineer. However, the Engineer's decision will be binding should any dispute take place.

No decision by the Representative or any work approved by the Representative shall exempt the Contractor from his responsibilities. The Engineer reserves the right to revoke any work approved by the Representative, without additional remuneration to the Contractor.

C4.1.4 VARIATION ORDERS (CLAUSE 6.3 AND 6.4)

Any work that the Contractor must or would like to do for which he would expect to receive compensation and for which no allowance has been made in this Bill of Quantities, must only be executed if written, Client approved variation orders have been issued to the Contractor. Work done for which no variation order has been issued and that has not been allowed for in the Bill of Quantities shall be done at the Contractor's own expense. Should the Contractor ask for changes or additional work without supplying the cost implications with his request, it will be accepted that there are no cost implications.

C4.1.5 AMBIGUITY IN DOCUMENTS (CLAUSE 2.4)

Should there be any contradictions, obscurities or doubt in the text of the Tender Document or drawings, or if any obvious errors or illegible figures are found, the Contractor must, **before submitting the**

Tender, get a written, signed declaration of the correct meaning of such descriptions, figures, clauses, etc. from the Engineer.

The Contractor shall not be permitted to submit any claims against the Client and/or Engineer after closing of Tender due to the abovementioned reasons.

The Contractor must examine the Tender Documents to ensure that it contains all the applicable pages and that a complete set of drawings has been issued. The Contractor must notify the Engineer accordingly should any pages and/or drawings not be there. The Engineer shall then immediately supply a complete set of Tender Documents and/or drawings in exchange of the incomplete set of Tender Documents and/or drawings.

Only information that was **formally** issued in **writing** by the Engineer to Tenderers during the Tender period will form part of the Tender. **No information** that was given **orally** to Tenderers during the site inspection and/or during the Tender period will be binding to the Tender and will not be deemed to be part of the Tender document. During the site inspection, certain additional information will, if deemed necessary, be included in the minutes of the site inspection, which will be issued to all Tenderers.

All information contained in the minutes of the site inspection and/or that was formally issued in writing by the Engineer to Tenderers during the Tender period will be binding to the Tender and deemed to be part of the Tender document.

C4.1.6 BASIS OF CONTRACT (CLAUSE 2)

Add the following to Clause 2:

2.1.4 The several documents forming the contract shall rank in the following order of precedence:

a. Contract Document;
b. Tender Form and Appendix;
c. Special Conditions of Contract;
d. Project Specifications;
e. General Conditions of Contract;
f. Standardised Specifications (SABS 1200) and particular specifications;
g. Drawings;
h. Schedule of Quantities and Summary;
i. Statutory Regulations and Requirements;
j. Standard SABS Specifications (not SABS 1200);
k. Other Standard Specifications

C4.1.7 SUB-CONTRACTING (CLAUSE 4.4)

Add to Clause 4.4.4:

Where so instructed by the Engineer, an independent sub-contractor shall execute work.

The independent sub-contractor for the prescribed work shall serve as sub-contractor. The Contractor for the contract shall do everything in his power and to the satisfaction of the Engineer to ensure that the incorporation of the sub-contractor with the contract will run smoothly.

The Contractor has the opportunity to allow for remuneration for his supervision and help to the sub-contractor in the Bill of Quantities and this will be taken as complete remuneration of the Contractor to comply with these instructions. The Contractor shall pay the Sub- contractor, unless differently instructed by the Engineer. Payment to the sub-contractor shall be made within 7 (seven) days after the Contractorhas received his payment. Should this not take place, interest will be paid at prime rate plus

2 (two) percent. Interest will be deducted from payment to the Contractor. The sub-contractor must supply written proof that all previous payments have been made to him before a subsequent payment will be made to the Contractor.

After expiry of the retention period, the Contractor must, when requested by the Engineer in writing, hand over a bank guaranteed cheque in favour of the Contractor to the value of the retention monies due to the Contractor, to the Engineer. The Engineer will not hand the cheque over to the Contractor until such time as the Client has paid the outstanding retention monies to the Contractor.

The Contractor shall be held responsible for any losses suffered by the Client due to delays of the sub-contractor or any other losses suffered by the Client due to actions, conduct, etc. by the Contractor or any of his staff.

C4.1.8 SECURITY (CLAUSE 6.2)

It shall be expected of the Contractor to make use of the Surety Forms included in this Tender. No sureties shall be accepted from companies in which the Contractoror his fellow partners or directors are involved.

Add the following *Sub-Clause 6.2.4* to the existing *Clause 6.2. of the GCC 2015*:

6.2.4 Should any such guarantee, Company or Bank -

a. be sequestrated, go into liquidation or be placed in execution (preliminary or finally), or
b. does not respond to a lawful finding within 7 (seven) days, or
c. enter or try to enter into a general agreement with his/their creditors, or
d. in general, does not promptly comply with his/their liabilities, or
e. give the Employer reason to being doubtful about his/their ability or preparedness to meet his/their responsibilities as in Sub-Clause (1) of this Clause [the Employer shall be entitled to ask the Contractor to supply a new surety or sureties, or a new guarantee from an Insurance- or any Registered Company or Bank within 7 (seven) days and the definition of Sub-Clause (1) of this Clause will be applicable mutates mutandis with regard to such surety, sureties or guarantee. Payment shall be in *Section A: General in the Bill of Quantities*].

C4.1.9 COMMENCEMENT OF THE WORKS (CLAUSE 5.3)

The Engineer, in writing a letter of appointment shall, inform the successful Contractor that the Client has accepted his Tender. Immediately after receiving the Engineer's letter of appointment, but no later than 7 (seven) days after the date of the letter of appointment, the Contractor shall notify the Engineer whether he accepts the appointment or not.

Should the Contractor accept the appointment, he will have 14 (fourteen) days from the date of the letter of appointment to supply the necessary sureties in favour of the Client, to the Engineer.

A suitable date for the signing of the Tender document shall be decided upon by mutual agreement, but the date of signing must be within 21 (twenty one) days after the date of the letter of appointment.

Unless the Contractor has been informed to the contrary in writing, the date of signing of the contract shall be taken as the commencement date for the period of completion in accordance with Clause 5.5.1 of the GCC 2015. The site, Tender document and drawings shall be handed over to the Contractor on this date.

The letter of appointment shall, unless the Contractor is notified to the contrary in writing, be taken as written instruction in accordance with Clause 5.6 of the GCC 2015 to commence with the work on the date

of signing of the Tender. The Contractor must commence with the work within 14 (fourteen) days of the commencement date.

C4.1.10 INSTRUCTIONS (CLAUSE 5.9)

One set of drawings shall be issued together with the Tender documents. The drawings may also be inspected at the office of the Engineer during normal office hours.

The Contractor shall receive 3 (three) complete sets of drawings and 2 (two) blank documents at the handing over of the site. 1 (One) complete set of drawings and 1 (one) blank document of abovementioned drawings and documents must always be available on site for the **exclusive use** of the Engineer. Any additional drawings and documents will be supplied to the Contractor at his own expense.

Add Sub-Clause 5.9.8 to Clause 5.9:

"Only dimensions shown on the drawings may be used for the construction of the Works. **No** dimensions may be scaled down from the drawings without **written consent** from the Engineer".

C4.1.11 CONTRACTOR TO BE COMPENSATED (CLAUSE 4.5.4)

It shall be accepted that the Contractor provide for payment of Clause 4.5.4 under Section A of the **Bill of Quantities**. No further payments will be made to the Contractor under this Clause.

C4.1.12 FACILITIES FOR OTHERS (CLAUSE 4.8)

Add Sub-Clause 4.8.3 to Clause 4.8:

"The Contractor's attention is drawn to the fact that other Works by independent sub-contractor may be done simultaneously with this project.

The other Work that may be done simultaneously with this contract by independent sub-contractor is not limited.

The Contractor must ensure that neither his own nor his employees' operations interfere or place hindrances in the way of operations to be performed by the Employer or other sub-contractor. The Contractor herewith safeguards the Employer should any claims arise in this matter.

Any claims arising due to damages to existing services or works or any obstructions or hindrances caused by the sub-contractor and other parties, shall be the responsibility of the Contractor.

Any repair work, improvements or replacing of unsatisfactory work, shall be at the expense of the Contractor and to the Engineer's satisfaction".

C4.1.13 INFORMATION IN RESPECT OF EMPLOYEES (CLAUSE 4.10.2)

Replace the contents of Clause 4.10.2 with the following:

"The Contractor must supply a detailed list of supervising staff and employees taken into service for the execution of this contract, according to their respective categories, to the Engineer on a monthly basis. Such a report must be supplied during the **monthly site meeting**".

C4.1.14 QUALITY OF CONSTRUCTION EQUIPMENT (CLAUSE 7.1)

Add Clause 7.1.2 to Clause 7.1:

"The Contractor must supply a detailed inventory of construction equipment on site to the Engineer on a monthly basis. Distinction must be made between working and non-working equipment on a daily basis. Such a report must be supplied during the monthly site meeting".

C4.1.15 TESTS (CLAUSE 7.4.3)

Water pipes will be tested to ***SANS 1200*** and evaluation of density tests shall be done in accordance with ***TRH5***. There will however be no conditional acceptance of test results. Only tests requested in writing by the Engineer and that has been accepted by the Engineer, shall be considered for payment.

C4.1.16 NOTICE TO BE GIVEN WHEN READY FOR TESTING (CLAUSE 7.5.3)

The Contractor must give the Engineer at least 48 (forty-eight) hours' notice should an inspection be needed.

C4.1.17 VESTING OF PLANT AND MATERIALS (CLAUSE 6.9)

Material on site, for which the Contractor has received payment, becomes the **property** of the Client and may not be removed from the site without written consent from the Engineer. Decisions about whether material on site shall be paid, depends solely on the Engineer. Material on site shall also only be paid for if it is stored in a safe and secure place and at the discretion of the Engineer. Payment for material on site shall only be done if the Contractor supplies **invoices** to the Engineer.

The Engineer reserves the right to withhold payment for material on site, until the Contractor can supply, on request of the Engineer, **written** proof of **ownership** from the Supplier of material on site.

C4.1.18 PROTECTION OF THE WORKS (CLAUSE 8.1)

The Contractor must ensure at all times, **especially at night**, that all excavations are properly safeguarded with the necessary road signs, chevron safety bands, lights, etc. The Engineer reserves the right to instruct the Contractor to supply **additional safety measures**, **without additional payment**. Remuneration to comply with these requirements must be included in the Tendered amounts in ***Section A of the Bill of Quantities*** and no additional payment will be made.

The possible cost of shoring of excavation sides must be included in the cost of excavations. The Engineer reserves the right to request shoring or to strengthen any shoring without additional remuneration to the Contractor.

C4.1.19 INSURANCE (CLAUSE 8.6)

i. GENERAL

Remuneration of Tendered amounts for insurance under Section A of the Bill of Quantities will not be certified, unless the Contractor can prove that instalments have been paid. Engineer can at any time request proof of payment. Receipts will not be accepted as sufficient evidence. Written proof from the Insurer shall be required.

ii. INSURANCE AGAINST "POLITICAL RIOTING" ADD (*CLAUSE 8.6.1.2*)

Insurance against "Political Rioting" must be taken out on the contract. "Political Rioting" risks must be considered only as the risks for which the South African Special Risk Insurance Association provides for, according to their Regulations that are valid for the duration of the Tender.

The Client must submit any delays of the contract as a direct result of riots to the Engineer for consideration. The Engineer and the Client shall consider every case on merit.

The Contractor must indemnify the Client against all damages as a result of riots under Section A in the Bill of Quantities. The Client shall not compensate the Contractor for any damages due to rioting.

With the stipulation of the insured amount in accordance with *Clause 8.6.1.1* of the *GCC 2015*, an amount equal to at least 10 (ten) % of the contract value must be supplied for Professional fees for *Clause 8.6.1.1.2* of the *GCC 2015*.

C4.1.20 PROGRESS OF THE WORKS (CLAUSE 5.7)

Add the following to Sub-Clause 5.7.1:

"No instruction of the Engineer to the Contractor to speed up the progress of the work, shall entitle the Contractor to additional remuneration, unless such instruction specifically mentions that the Contractor is entitled to additional remuneration, as well as the amount of remuneration, or in which way such remuneration will be calculated".

C4.1.21 TIME FOR PRACTICAL COMPLETION (CLAUSE 5.5.1)

The Time for Practical Completion specified for all sub-sections of this contract shall be specified by the Contractor in the Contract Data.

C4.1.22 EXTENSION OF TIME DUE TO ABNORMAL CLIMATIC CONDITIONS (CLAUSE 5.12.2.2)

Should there be any **abnormal rain and/or wet conditions** during the period of completion of the Works or any extension of time, as granted under *Clause 5.10* of the *GCC 2015*, an extension of time will be granted in accordance with Clause 5.10 of the *GCC 2015* by the Client in accordance with the following formula for each calendar month or part thereof:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

V	=	Delay due to rain in calendar days for the calendar month under consideration.
Nw	=	Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded.
Nn	=	Average number of days, as derived from existing official records, on which a rainfall of Y mm or more has been recorded for the calendar month.
Rw	=	Actual rainfall measured in mm for the calendar month under consideration.
Rn	=	Average rainfall in mm as derived from official records for the calendar month.

Nn, Rn, X and Y's values shall be as given hereunder.

The total extension of time granted due to abnormal rainfall and/or wet conditions, according to *Clause 5.12.2.2* of the *GCC 2015,* shall be the algebraically sum of all monthly totals for the time under consideration. **Should the figure be negative due to less than average rainfall, the time for completion will not be reduced.** Extension of time for part of a month will be determined with a pro-rata value for Nn and Rn.

The abovementioned comparison does not provide for flood damages that might have further or concurrent delays. Possible claims due to flood damages will be handled separately with regard to extension of time.

The factor (Nw-Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw-Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm, but wet conditions prevented or disrupted work.

Below are the values that must be used for determining the extension of time due to abnormal rain.

MONTH	Rn	Nn
JANUARY	91	12
FEBRUARY	71	13
MARCH	43	10
APRIL	32	9
MAY	14	4
JUNE	16	3
JULY	7	2
AUGUST	8	2
SEPTEMBER	8	4
OCTOBER	26	7
NOVEMBER	39	8
DECEMBER	62	11

X = 10 mm

Y = 5 mm

Accurate rain gaugings shall be taken at a suitable point on the site daily at **08:00** unless otherwise agreed to by the Engineer and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the contractor shall accommodate in his programme, and for which no extension of time will be considered.

If no suitable rainfall records are available the above formula will not apply.

C4.1.23 PENALTY FOR DELAYS (CLAUSE 5.13)

The amount due to the Client by the Contractor for damages incurred as a result of delays as defined in Clause 5.13 of the GCC 2015, amounts to the contract value x (5.75 c per R 100.00 per calendar day). The Employer reserves the right to recover actual losses where applicable.

Add Sub-Clause 5.13.3 to Clause 5.13:

"Notwithstanding abovementioned, should the construction fall behind with regard to the construction program as submitted in terms of *Clause 5.6*, or any changes in terms of *Clause 5.5,* then, after written instruction has been given in this matter, the Engineer will give the Contractor 7 (seven) days grace to catch up. Should the Contractor fail to catch up with the construction program, **the Client will have the right to appoint any other Contractor to help the Contractor to catch up on lost time, or to complete the outstanding work on behalf of the Contractor under this Contract**.

In the event where such an additional Contractor gets appointed to complete the outstanding work, the Contractor shall be obliged to remunerate the additional Contractor for such work in terms of this Contract. Any difference in costs as asked by the additional Contractor and the

cost of the concerned work as Tendered by the Contractor and as adjusted by the Price Adjustment Formula, where applicable, shall be carried by the Contractor".

C4.1.24 METHOD OF MEASUREMENT (CLAUSE 6.7.5)

The Engineer shall do measurement for the monthly payment certificates. Where ways of calculating for quantities for the Bill of Quantities differ from ways of calculating as set out under Standard Specifications, the way it has been set out in the Bill of Quantities, shall be used. Measuring shall be done in accordance with the **drawings** or the **altered drawings**.

C4.1.25 ADDITIONAL WORK (CLAUSE 6.3.1.5)

Only additional work, for which the Contractor received **written notification** from the Engineer, shall be remunerated. The Contractor must **apply** in writing to **request** remuneration for additional work. Also see *C4.1.4* Variation Orders (Clause 6.3 And 6.4)*, page 168*

C4.1.26 INTERIM PAYMENT (CLAUSE 6.10.1)

Payment shall be done in accordance with ***Clause 6.10.1*** of the *GCC 2015*.

C4.1.27 VARIATIONS EXCEEDING 15% (CLAUSE 6.11)

For the purpose of this Tender abovementioned Clause shall change so that **15** (fifteen) % reads **20** (twenty) %.

C4.1.28 COMPLETION (CLAUSE 5.14)

The Engineer is entitled to approve work as it is completed. Work that has been approved shall not be taken as acceptable for *taking-over* with regard to **retention purposes**, unless a certificate has been issued in this regard. Taking-over with retention in mind, shall only take place with the completion and approval of the Works.

C4.1.29 DEFECTS LIABILITY PERIOD (CLAUSE 1.1.1.13)

The duration of the Defects Liability Period of the Works, as set out in ***Clause 1.1.1.13*** of the *GCC 2015*, are 12 (twelve) months from the **date of completion** of the Works as certified by the Engineer.

C4.1.30 TERMINATION BY EMPLOYER (CLAUSE 9.2)

Further to ***Clause 9.2*** of the *GCC 2015,* the Contractor shall supply the Engineer with a complete list of equipment, as well as a declaration of ownership of such equipment, i.e. also rented equipment. It is necessary that the ownership of the equipment be declared, especially with reference to confiscation when the Works are set foot on by the Employer in terms of ***Clause 9.2*** of the *GCC 2015.*

C5 SPECIFICATIONS

C.5.1 STANDARD SPECIFICATIONS

The ***Standard Specifications*** on which this contract is based are the *South African Bureau of Standard's Standardised Specifications for Civil Engineering Construction (SABS 1200).* Note: The "***SABS***" has been changed to "***SANS***"; the *SABS 1200* specifications are due to be replaced in the foreseeable future by *SANS 1200*.

Although not bound or issued with this document, the following sections of the *Standardised Specifications* of *SABS 1200* shall form part of this contract:

1. 1200 A General
2. 1200 AB Engineer's Office
3. 1200 C Site Clearance
4. 1200 D Earthworks
5. 1200 DA Earthworks (Small Works)
6. 1200 DB Earthworks (Pipe Trenches
7. 1200 G Concrete
8. 1200 GA Concrete (small works)
9. 1200 L Medium Pressure Pipes
10. 1200 LB Bedding (Pipes)
11. 1200 LF Erf Connections (Water)

Note: In all cases the latest editions will be applicable.

C.5.2 PROJECT SPECIFICATIONS

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

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

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

In the event of any discrepancy between a part or parts of the Standardised and Project Specifications, the ***Project Specifications*** shall take precedence and shall govern. In the event of a discrepancy between the Specifications (including the Project Specifications and the drawings and/or Schedule of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the works under the relevant item.

C.5.3 PART A: PROJECT DESCRIPTION AND GENERAL INFORMATION

C5.3.1 SCOPE OF WORKS

This Project Entails the refurbishement and replacement of bulk sewer and water infrastructure in Douglas, Griekwastad, Campbell and Schmidtsdrift in the Siyauncuma Municipality.

C5.3.2 OVERVIEW OF THE WORKS

The refurbishment project consists of the replacement of pumps, valves and meters at the various area depicted below, namely:

1. Bulk Sewer Infrasturcture: Replacement of Pumps & Meters
    a. Douglas:
        - Campbell Street Pump Station
        - Main Street Pump Station
        - Breipaal Pump Station
        - Oxidation Ponds
    b. Griekwastad:
        - Rainbow Valley Pump Station
        - Matlamola Pump Station
        - Breipaal Pump Station
        - Oxidation Ponds
        - Pump Station
        - Main Street Pump Station
        - Breipaal Pump Station
        - Oxidation Ponds
    c. Schmidtsdrift:
        - Oxidation Ponds

2. Bulk Water Infrasturcture: Replacement of Pumps, Valves and the installation of Bulk water meters.

   a. Douglas:

      - Vaal River Pump Station
      - Water Treatment Works

   b. Griekwastad:

      - Hospital Borehole
      - Matlamola Borehole
      - Fountain Borehole
      - Oxidation Ponds
      - Pump Station
      - Main Street Pump Station
      - Breipaal Pump Station
      - Oxidation Ponds

   c. Campbel:

      - Main Supply Borehole

   d. Schmidtsdrift:

      - Bulk Water Supply

C5.3.3 EXTENT OF THE WORKS

All work shall be done according to specifications using **approved** materials and equipment **suitable** to these systems and/or facilities they serve.

The said work shall be executed within the period as stated in the Contract Data to the Tender. All new equipment materials and systems shall be furnished with a written guarantee including a defect liability period of **twelve (12)** months from date of completion of the project. These guarantees shall be furnished in favour of the **Siyancuma Local Municipality**. On completion of the said contract the works shall be handed over to the satisfaction of the Engineer and the **Siyancuma Local Municipality**.

SUMMARY OF THE SCOPE OF WORK TO BE CARRIED OUT

Refer to C5.3.2, Overview of the Works

1. Drawing List

There are no any drawings available for this project .

C5.3.4 LOCATION OF THE WORKS

The project is situated in the Siyancuma Municipal area approximately 115 km South West of Kimberley on the R357. Douglas is in the Northern Cape Province and located in the Pixley ka Seme District Municipality.

GIS reference:

DESCRIPTION	LONGITUDE	LATITUDE
SIYANCUMA LOCAL MUNICIPALITY	23°46'0.0"E	29°3'0.0"S

C.5.4 PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

In certain clauses the *Standard Specifications* allow a choice to be specified in the Project Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this Contract are contained in this part of the Project Specification. It also contains additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the Project Specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the *Standard Specifications* and which is included here, is also prefixed by PS, but followed by a new number which follows on the last clause or item number used in the relevant section of the *Standard Specifications*.

C5.4.1 SABS 1200 A: GENERAL

A 3 MATERIALS

PS A 3.1 QUALITY

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

Materials shall bear the official *SABS/SANS* mark of the appropriate standard.

Substitute the second paragraph with the following:

Samples on which laboratory testing is required, shall be delivered free of charge to an approved laboratory. The Contractor is responsible for the cost of all testing to ascertain that the materials do comply with the specified minimum requirements of the relative materials and no additional payment will be made for such testing.

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

A 5 CONSTRUCTION

A 5.1 SURVEY

PS A 5.1.1 Setting out of the Works

Substitute the first paragraph in A 5.1.1 with the following:

Setting out of the works is the sole responsibility of the Contractor and shall be done from benchmarks as indicated on the drawings. The Contractor shall, within 2 (two) weeks after the site has been handed over to him, ascertain himself of the correctness of all pegs and benchmarks. Any discrepancy shall immediately be reported in writing to the Engineer. Any costs or subsequent costs arising from discrepancies, which had not been reported to the Engineer within the aforementioned period, shall be the sole responsibility of the Contractor.

PS A 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

Add the following to A 5.4:

The Contractor shall, as soon as possible after handing over of the site, commence with the detection of existing services, continue with it without interruption and finalise it at least 7 days before excavation starts at that particular section.

PS A 5.7 HEALTH AND SAFETY

Substitute A 5.7 with the following:

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

However, the introduction of the *Construction Regulations* in *2003* requires from the Employer to ensure that the Contractor has made adequate provision for the execution of the works within the specifications of said regulations. The following list of items have been identified as critical towards ensuring the minimum standards of safe working practice and needs to be priced in as part of the fixed charge and time related items provided for in the bill.

It must be noted that the list below is not exhaustive and that many items have been traditionally priced by the Contractor as an integral part of the Preliminary and General items or as part of the overhead costs of other items. The tender document, although not detailed with regards to the *Construction Regulations*, requires that the Contractor ensures adherence to the *Occupational Health and Safety Act (Act 85 of 1993)* and the *Construction Regulations, 2014*.

List of Items:

- Obtain current letter of Good Standing (*Compensation for Occupational Injuries and Diseases*);
- Commitment to comply with *Occupational Health and Safety Act and Regulations (Act 85 of 1993) as amended*;
- Proof of competence (Company Profile, CVs of all Health and Safety related appointments, list of previous projects, skills, experience, resources, registration with Master Builders Association);
- Compilation of Safe Work Method Statements/Safe Work Procedures (This must include written statements of how the work will be undertaken, the nature of the potential dangers connected with that work and safety precautions to be taken.);
- Project specific exercise to determine hazards and to assess the risk involved;
- Compilation of an applicable project specific Health and Safety Plan;
- Provision of project specific Health and Safety Plan compliance documentation (This refers to the safety file.)
- Compilation of a project specific Occupational Health and Safety management structure / organogram (to include a matrix/list of persons appointed with specific Occupation Health Safety responsibilities.);
- Provision of a project specific induction training program;
- Provision of induction training prior to construction commencing;
- Provision of trained First-Aid officials (at least level 1);
- Provision of applicable First-Aid equipment and supplies (as per *General Safety Regulation 3a*);
- Provision of applicable Personal Protective Equipment for each person exposed to work related hazards as and when needed / required (Personal Protective Equipment must address needs determined by the *HIRA*);
- Provision of sufficient copies of the latest version of the *Occupational Health and Safety Act* and all regulations, Safety Standards and *SANS* Standards as depicted by the *Act*;
- Provision of an Electrical Certificate of Compliance for sites established;
- Process for evaluation of worker fitness to operate construction vehicles (medical certificate of fitness and physiological fitness);
- Provision for a competent person to oversee excavations as specified by *Construction Regulation 11(1)*;
- Provision for a competent person to inspect excavations as specified by *Construction Regulation 1(3)h*;

- Evaluate the stability of ground/soil prior to excavation by competent person (professional engineer/technologist educated in excavation science);
- Provide for sufficient steps to prevent any person from being buried/trapped by a fall or dislodgement of material in an excavation;
- Provide for adequate shoring and bracing strong enough to support the sides of all excavations;
- Provision of precautionary measures to ensure that no load, material, plant or equipment is placed or moved near the edge of excavations;
- Provide for safe and convenient means of access for persons needing to go in and out of excavations;
- Determine the location and nature of electricity, water, gas and other similar services which may be affected by construction activities;
- Provide for measures to make safe areas where services are located prior to the excavation;
- Provide for excavation inspections by a competent person;
    - Daily, prior to each shift;
    - After every blasting operation;
    - After an unexpected fall of ground;
    - After damage to excavation supports;
    - After rain;
- Provide for adequate excavation protection – barricading (danger tape will not be deemed barricading.);
- Provide adequate warning illuminants for any other clearly visible boundary indicators;
- Provide for warning signs to be posted next to excavations;
- Provide for a full time competent Health and Safety Officer;
- Implementation of the approved Health and Safety plan;
- Provide for formal agreements with sub-contractors regarding *Section 37(2)* of the *Occupational Health and Safety Act*;
- Provide for internal Health and Safety audits to be conducted by a competent Health and Safety Officer;
- Compilation of formal audit reports:
- Provide for formal Occupational Health Safety reporting /communication/liaison by management, supervision and the workforce;
- Ensure that all relevant persons and parties are fully conversant with project Health and Safety requirements;
- Ensure that all conditions imposed on his sub-contractors in terms of the *Act* and the *Construction Regulations* are complied with;

- From time to time evaluate the relevance of the Health and Safety Plan and revise the same as required;
- Ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, et cetera, with the relevant provision of the *Occupation Health and Safety Act (Act 85 of 1993)* and its Regulations, in particular the *Construction Regulations 2014 No. R 1010 promulgated 7 February 2014.*

PS A 5.9 ENVIRONMENTAL MANAGEMENT PLAN

The Environmental Management Plan will address the environmental impact during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire project. In order to achieve this a number of environmental specifications / recommendations must be made. These are aimed at ensuring that the contractor maintains adequate control over the project in order to:

- Guide and control construction activities to minimise negative environmental impacts during construction.
- Guide and control operational and management activities to minimise negative environmental impacts and risks
- Provide a working Management Plan for enhancement and management of the ecological functioning of the property.

The contractor must be made aware of the environmental obligations that are stipulated in the document, and declares himself/herself to be conversant of all relevant environmental legislation. The contractor should also be aware that the Environmental Control Officer shall monitor the implementation of the procedures.

PS A 5.10 SUPERVISION & CO-OPERATION WITH SUB-CONTRACTORS

Tendered Amount for the supervision and co-operation that can reasonably be expected by the Engineer from the Contractor to Sub-Contractors to execute the work to his satisfaction. Also included herewith is supervision, co-ordination and negotiations with the Sub-Contractors by the Contractor. Should no co-operation be required by the Engineer, this item or part of this item shall be omitted completely.

A 7 TESTING

PS A 7.4 STATISTICAL ANALYSIS OF CONTROL TESTS

Substitute A 7.4 with the following:

Test results shall not be evaluated by statistical methods. All results shall comply with the specified minimum requirements of the materials concerned.

A 8 MEASUREMENT AND PAYMENT

A 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

A 8.3.2 ESTABLISHMENT OF FACILITIES ON SITE

PS A 8.3.2.1 Facilities for Engineer

Substitute A 8.3.2.1 (a) & (c) with the following:

a) Furnished offices (Ref to SABS PS AB 3.2) .....Unit: Sum

c) Name boards (Ref to SABS PS AB 5.1) ..... Unit: No

A 8.3.3 OTHER FIXED-CHARGE OBLIGATIONS

PS A 8.3.3(a) Provision to Comply with Environmental Management Plan ..... Unit: Sum

The tendered sum shall cover all costs for the tenderer to comply with the EMP compiled by the Engineer.

A 8.4 SUM STATED PROVISIONALLY BY ENGINEER

PS A 8.4

a) Supply a 10 000L Sewer pit vacuum pump truck (Honey Sucker)

b) Handling Fee 10 000L Sewer pit vacuum pump truck (Honey Sucker) .....unit: %

The tendered percentages shall cover the Contractor's overheads, charges for acquiring and registering the vehicle on behalf of the Municipality.

C5.4.2 SABS 1200 AB: ENGINEER'S OFFICE

AB 3 MATERIALS

PS AB 3.1 NAME BOARDS

The layout of the required name board shall be as detailed on the Drawing A1 : Name Board bound under Figures and Drawings.

PS AB 3.2 OFFICE BUILDING

No buildings are required by the Engineer. A fax machine shall, however, be provided on site as part of the Contractor's own establishment to be available to the Engineer for incoming and outgoing communications at any time during the Contract.

PS AB 4 PLANT

PS AB 4.2 SURVEY EQUIPMENT (ADDITIONAL CLAUSE)

The Contractor shall provide the following survey equipment on site for the full duration of the Contract:

a) one tacheometer capable of reading to 20 seconds of arc;

b) one tacheometer staff graduated metrically;

c) one precision automatic level and levelling staff;

d) one steel tape of length 30 m;

e) one three (3) meter and one four (4) meter straight edge.

All equipment may be shared by arrangement between the Contractor and the Engineer's representative. The Contractor shall insure the equipment against any loss, damage or theft and he shall indemnify the Engineer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

No additional payment shall be made for the use of survey equipment and all costs shall be deemed to be covered by the rates tendered for the contractor's facilities.

AB 5 CONSTRUCTION

PS AB 5.1 NAME BOARDS

Substitute AB 5.1 with the following:

The name boards shall be erected within one month after receipt of the letter of acceptance and shall be placed at the position indicated by the Engineer, and kept in good condition for the duration of the contract and the defects liability period. Any damage to these boards shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms

of the contract prior to the erection of the name boards for details of name boards refer to *Volume 4, Drawing A1*.

PS AB 5.5 SURVEY ASSISTANTS

Substitute "two or more suitably educated survey labourers" in the *first sentence of AB 5.5* with "two semi-skilled labourers."

C5.4.3 SABS 1200 C: SITE CLEARANCE

C 1 SCOPE

Add the following to C.1.1:

Part of this section covers the eradication of declared and undesirable vegetation, as well as the chemical control of vegetation growth through the application of herbicide.

C 4 PLANT

PS C 4.2 Eradication of Vegetation

Vegetation shall be eradicated using knapsacks or portable weed spray machines.

It is important that the equipment be in good working condition. The equipment shall distribute the herbicide evenly without spilling. The nozzle shall be able to move close to the ground in order to prevent mist spray blowing away and killing plants which have to be maintained. The equipment shall also be safe for the workers, as well as the travelling public.

C 5 CONSTRUCTION

PS C 5.1 AREAS TO BE CLEARED AND GRUBBED

Substitute the first sentence of C 5.1 with the following:

Unless otherwise indicated by the Engineer, clearing and grubbing are limited to 1m wider in excavation width for pipelines not in street reserves and if requested by the Engineer the spoil areas. The Contractor may proceed with clearing and grubbing after the handing over of the site. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

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

C 5.2 CUTTING OF TREES

C 5.2.3 Preservation of Trees

PS C 5.2.3.2 Individual trees

Add the following to C 5.2.3.2:

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

A penalty of R 1,000.00 per tree for trees damaged and/or removed will be charged.

PS C 5.9 EXISTING FENCING

The fence inside and around the site must not be removed and must be repaired immediately after damage to it has occurred.

C5.4.4 SABS 1200 D: EARTHWORKS

D5 CONSTRUCTION

PS D 5.1.2 EXISTING SERVICES

PS D 5.1.2.2 Detection, location and exposure

Add the following to D 5.1.2.2:

If existing services are not shown on the drawings but the existence thereof can be reasonably expected, the Contractor shall, in conjunction with all relevant authorities, determine the exact depth and location of such services before the commencement of construction.

After locating the exact position of services, whether indicated on the drawings or not, such services shall be deemed to be known services and the Contractor shall be liable for all costs and subsequent costs arising from the damage thereof as a result of the Contractor's activities. These services must also be indicated on the "As Built" drawings.

PS D 5.1.4 PRECAUTIONS

PS D 5.1.4 Nuisance

PS D 5.1.4 Dust Nuisance

Add the following to D 5.1.4.1

The contractor is responsible for dust control and is liable for all claims that may result from dust nuisance on the filling of the erven part of the site from start of filling the erven to the completion and final shaping of the erven to the new levels as given on the drawings. No payment regarding the above-mentioned will be made and all costs shall be deemed to be covered by the tender rate.

PS D 5.1.6 Road Traffic Control

Add the following to D 5.1.62

a) Sufficient road signs must be erected in such a way that motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.

b) Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.

c) Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.

d) Danger tape must be put up between drums and tied around the drums.

e) Drums may not be filled with stones. The spacing of drums must be in such a way (maximum 5 m) that they are visible from all directions.

f) Sufficient safety measures must be utilised for pedestrians.

D 5.2 METHODS AND PROCEDURES

PS D 5.2.1 Site Preparations

PS D 5.2.1.2 Conservation of Topsoil

Add the following to D 5.2.1.2

Removal of topsoil shall only occur in areas as approved, in writing, by the Engineer. The topsoil shall be conserved for use elsewhere.

PS D 8.3.2 d) Extra-over for hand excavation in

i) Hard rock excavation ..... Unit: m³

The provisions of *D 8.3.2(b)* shall apply mutatis mutandis.

PS D 8.3.4 (d) Importing of Materials from Borrow Pits..... Unit: m³

The rate for importing from borrow pits shall cover the cost of royalties if applicable, excavation, selection of suitable material, loading, transportation (*see 5.2.5.1*), offloading at point of placing, spreading, wetting, mixing and compacting to 95% mod AASHTO density.

PS D 8.3.10 Top Soiling

The rate shall cover the cost of loading from stockpile *(item D.21.1 in the Bill of Quantities),* transportation, offloading at point of placing, spreading on level and slightly graded areas, wetting, mixing and lightly compacted by wheeled vehicles or by tamping. The final thickness of topsoil after compaction shall be at least 75 mm. If there is a shortfall of topsoil the contractor to import from commercial sources.

PS D 8.3.18 Shaping of Channel Slopes with Grader ..... Unit : m²

The rate shall cover the cost of the shaping of the channel slopes according to the specified slopes, heights and widths (as shown on the drawings), for the re-compaction of any disturbed material to the same density as that of the adjacent in situ material and for any extra work involved in the proper completion of the slopes.

C5.4.5 SANS 1200 DA: EARTHWORKS (SMALL WORKS)

DA 5.2 METHODS AND PROCEDURES

PS DA 5.2.3 Placing

PS DA 5.2.3.1 Embankments

Substitute the following in DA 5.2.3.1

The material of each embankment shall, unless otherwise approved, be deposited in layers of thickness, before compaction, not exceeding 300 mm.

With

The material of each embankment shall, unless otherwise approved, be deposited in layers of thickness, before compaction, not exceeding **150 mm**.

DA 8 MEASUREMENT AND PAYMENT

DA 8.3 SCHEDULED ITEMS

DA 8.3.2 Restricted Excavation

PS DA 8.3.2 (a) Excavation in all material and use for embankments or backfilling or disposal, as ordered..... Unit: m³

Add the following to DA 8.3.2 (a):

The rate shall include the placing, spreading and compaction to 95% MOD AASTHO, of the excess material around the structure.

PS DA 8.3.2 (c) Trimming of excavations.....Unit: m²

Trimming of excavations to specific levels and dimensions before placing of concrete.

PS DA 8.3.2 (d) Importing of Materials

Extra-over for importation of materials from commercial sources or from borrow pits ..... Unit: m³

Importation from different sources willl be scheduled separately for each designated source of supply and for each different area of use. The rate for importing from commercial sources and borrow pits selected by the Contractor shall cover the cost, additional to D 8.3.2 or D 8.3.3, of royalties if applicable, and acquiring suitable material, including the applicable, of forming

access, removal of overburden, loading, transportation (see 5.2.5.1), off loading at point of placing, removal of access and replacing of overburden.

C5.4.6 SANS 1200 DB: EARTHWORKS (PIPE TRENCHES)

DB 3 MATERIALS

PS DB 3.5 BACKFILL MATERIALS

Add the following to DB 3.5:

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

PS DB 3.6 MATERIALS FOR REINSTATEMENT OF ROADS AND PAVED AREAS

PS DB 3.6.1 Sub base and Base

Substitute DB 3.6.1 with the following:

Where trenches cross or run adjacent to surfaced roads and paved areas of which the surfaces are scheduled to be reinstated, the material excavated from the existing base and/or sub base pavement layer(s) shall be set aside and used in the reconstruction of the sub base layer. Where applicable new material complying with the requirements of *SANS 1200 MF* shall be used in the reconstruction of the base layer. Any shortfall in material for the reconstruction of the sub base layer shall be made up by the use of material complying with the requirements of *SANS 1200 ME*

DB 4 PLANT

PS DB 4.1 EXCAVATION EQUIPMENT

Add the following to DB 4.1:

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

DB 5 CONSTRUCTION

PS DB 5.4 EXCAVATION

Add the following to DB 5.4:

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

DB 5.6 BACKFILLING

PS DB 5.6.2 Material for Backfilling

Add the following to DB 5.6.2:

Material free of stones larger than 300 mm diameter and free of organic material will be used as main back-fill. The Engineer must approve material before commencing with back filling. Main backfill is usually the material obtained from the excavation. It is entirely up to the Engineer to decide whether material obtained from excavations may be used as main backfill. It will be expected of the Contractor to separate "soil" from excavations and "rock" from excavations for re-use in backfilling as main filling. Material must be compacted in layers not exceeding 150 mm to 95% Mod. AASHTO.

PS DB 5.6.3 **Disposal of Soft Excavation Material**

Add the following to DB 5.6.3:

All surplus and unsuitable material as described in *DB 5.6.3* shall be disposed of at the spoil site provided by the contractor and levelled.

PS DB 5.6.9 **Subsidence**

Any subsidence of backfill or any deviation from prescribed heights must be repaired as soon as possible to the satisfaction of the Engineer, for the duration of the Contract, as well as the maintenance period, by the Contractor and at his own expense. Any subsidence arising in trenches from the works will be repaired by the Contractor at his own expense. Should accidents occur as the result of subsidence, the Contractor will indemnify the Client from any claims that may arise.

Should any serious subsidence occur and the Contractor does not start with repair work within 4 (four) hours of notification, the Engineer reserves the right to allow the subsidence to collapse and be compacted at the Contractor's expense. This does not indemnify the Contractor of his responsibility to the works.

DB 8 **MEASUREMENT AND PAYMENT**

DB 8.3 **SCHEDULED ITEMS**

PS DB 8.3.2 **Excavation**

Substitute DB 8.3.2 with the following:

a) Excavate in all materials for trenches .....Unit: m³

The widths and depths of trenches must be as shown on the drawings or as specified by the Engineer. The Contractor shall be responsible for the marking of pipe routes and trenches and must determine the necessary height of the trench to slope evenly.

Under no circumstances may the width of the trench be less than determined by the Engineer.

The minimum width of trenches in any material shall be as shown on the drawings. For the calculation of quantities, the abovementioned will be used for payment. *(SANS 1200 DB 5.4)*

b) Trimming of Trench Bottom .....Unit: m²

All trenches must be trimmed in accordance with the slopes and linings that are shown on the drawings and sections, or as instructed by the Engineer from time to time.

The rate tendered shall cover the cost of trimming, disposal of unsuitable material to a depth of 100 mm below the specified trench bottom, refilling of the resulting space with approved material and compacted to 90% Mod. AASHTO. *(SANS 1200 DB 5.5)*

c) Backfill with main backfill material .....Unit: m³

Included in the tendered price is the cost to select material to comply with main backfill specifications *(SANS 1200 PS DB 5.6.2)* and/or cost to replace excavated material that does not comply with main backfill material specification with additional material from commercial sources,

which complies with main backfill material. Compaction to specified densities. Price all inclusive.

d) Disposal of material (Carting away).....Unit: m³

Included in the tendered price is the cost of carting away, dumping, trimming and compaction in layers not exceeding 300 mm to 90% Mod. AASHTO. of excess material from excavations to a site as provided by the Client. Free-haul distance 10 km or less.

C5.4.7 SABS 1200 LB: BEDDING (PIPES)

LB 3 MATERIALS

PS LB 3.1 SELECTED GRANULAR MATERIALS

Substitute LB 3.1 with the following:

Selected granular material shall be an aggregate, sand or granular material, all of a non-cohesive nature and free from any organic material, of which the grading analysis shows 100% passing a 13.2 mm sieve and not more than 5% passing a 0.075 mm sieve.

In very wet conditions and if so ordered by the Engineer, a non plastic crushed material with the specification as stated underneath should be used for bedding cradle.

Grading

Sieve size (mm)	% going through
19.0	100
13.2	84 – 100
9.5	70 – 84
4.75	45 – 65
2.36	29 – 47
1.18	19 – 33
0.600	13 – 25
0.300	10 – 18
0.150	6 – 13
0.075	4 – 10

PS LB 3.2 SELECTED FILL MATERIAL

Substitute LB 3.2 with the following:

The requirements of *PS LB 3.1* shall apply mutatis mutandis.

PS LB 3.3 BEDDING

Add the following to LB 3.3:

All pipes shall be classified as flexible pipes and shall be laid according to detail for flexible pipes.

LB 8 MEASUREMENT AND PAYMENT

LB 8.1 PRINCIPLES

PS LB 8.1.1 Supply of Bedding Materials Measured Separately

Add the following to LB 8.1.1:

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

PS LB 8.1.4 Separate Items for Cradle and Blanket

Substitute LB 8.1.4 with the following:

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

PS LB 8.1.5 Disposal of Displaced Material

Add the following to LB 8.1.5:

Surplus displaced material shall be dumped and levelled at the spoil site.

C5.4.8 IN HOUSE SPECIFICATIONS: PARTICULAR SPECIFICATIONS "MEC": MECHANICAL WORK

MEC 1. DESCRIPTION

- Main pumps shall be horizontal end suction, close-coupled, foot mounted pumps.
- The pumps shall be single stage, non-self-priming, centrifugal volute pumps with axial suction, radial/tangential discharge ports and horizontal shaft.
- Pumps shall be of a back-pull-out type design that allows the removal and service of the rotating unit and motor without disconnecting the suction and discharge piping.
- The pump shall be centrifugal foot mounted volute type, close coupled to a motor, with the casing having integrally-cast pedestal support feet to transmit pipe loads to the base and foundation.
- The pump shall not require any realignment after servicing or inspection when the motor is assembled back with the pump.
- All pumps shall be in accordance with ISO5199, with dimensions and rated performance in accordance with EN 733 (10 bar) or ISO 2858 (16 bar) standards.
- All pumps shall be statically balanced according to ISO 1940-1 class 6.3.
- Pumps shall be energy optimized and compliant with EuP Directive (Commission Regulation (EC) No 547/2012) in which pumps shall be classified/graduated in an energy efficiency index (MEI). MEI for all pumps shall be minimum 0.40.
- The complete pump along with the motor shall be factory assembled at the pump manufacturer's facility.
- Each pump shall be Grundfos NB, NBG series pumps or similar.

MEC 2. SCOPE

Design, manufacturing, testing, supply, and commissioning of horizontal end-suction close-coupled pumps. The pumps shall be suitable for the purpose the product is intended.

The scope will exclude the pump motor control system.

The completion of the work will require the testing and commissioning of the entire system. Commissioning will therefore assume the final installation of the pump control system to be completed. This mechanical and electrical work will be coordinated by the main contractor.

The pumps shall be designed, manufactured, selected and equipped with accessories suitable for the purpose, the duty and operation of the entire system.

MEC 3. INTERPRETATIONS

The work completed within the scope will be preformed by the mechanical contractor. The contractor may be a domestic sub-contractor.

All equipment warranties will be measured from the date of practical completion of the project and not from the date of commissioning.

The equipment/ system warranty, unless otherwise stated, shall be warranted free of defects in material and workmanship for a period of 24 months from the date of installation, but not more than 30 months from the date of manufacture.

MEC 4. REFERENCE STANDARDS

The following standards are referred to in this clause

- ISO – International Standards Organization

- ASTM – American Society for Testing and Materials
- EN – European Standard
- DIN – German Institute for Norms
- IEC - International Electro-technical Commission
- AISI – American Iron & Steel Institute

The pumps shall conform to the following directives:

- Machinery Directive (2006/42/EC) - Standards used:
  EN 809:1998+A1:2009
- Ecodesign Directive (2009/125/EC) - Electric motors: Commission Regulation No. 640/2009 (Applicable for Motors IE2 Efficiency & Above) Standard used:
  EN 60034-30:2009.
- Ecodesign Directive (2009/125/EC) - Water pumps:
  Commission Regulation No 547/2012. (Applicable only to water pumps marked with the minimum efficiency index MEI.)

MEC 5. MATERIALS

All materials shall be new and carry the manufacturers' full warranty.

MEC 6. PUMP

Castings, fabrications, machined parts, and drives shall conform to the industry standards for strength and durability and shall be rated for continuous duty over the entire operating range

- The pumps shall be close-coupled, single stage, centrifugal, foot mounted volute type, with back pull-out design to allow removal and service of the rotating assembly without disconnecting the suction and discharge piping.
- The complete pump and motor shall be factory assembled at the pump manufacturer's facility. The complete unit must be string tested in the factory prior to supply.

Pump & Motor.

- The pump(s) selected shall be for Preferred Operating Region (POR) unless otherwise approved by the engineer.
- The pumps shall be factory assembled and performance string tested along with the supplied motor as per ISO 9906 standards in an ISO 9001 approved facility.
- Motor should be selected to be non-over-loading type over the entire performance range of the pump.
- All pumps designed for variable speed service shall include motors suitable for inverter duty under continuous operation.

Pump Casing

- Pump casing shall be of robust construction with integrally-cast pedestal support feet in order to transmit pipe load to the base and foundation. Liquid passages in the casing shall be smooth finish to ensure high efficiency and quiet operation.
- The volute pump housing shall have an axial suction port and a radial discharge (centerline) port. For DN 200 outlet and above, the discharge port shall be tangential.
- Pump dimensions shall be in accordance with EN733 (10 bar) or ISO2858 (16 bar). Pumps with flange dimensions up to and including DN150 shall be marked PN16 - also for EN 733 pumps. Pump casings shall be capable of withstanding

1.5 times the design pressure and shall be hydrostatically tested to such a pressure prior to supply.
- Flange dimensions shall be in accordance with EN 1092-2.
- Pump casing material: [Select one] Cast iron - EN-GJL-250 (EN-JL-1040)
- The pump casing shall be fitted with a case wear ring to minimize abrasive and corrosive wear to the casing. The case wear ring shall be of the radial type, press fitted in to the casing or fixed by means of a retainer ring.
- Pump casing shall have both a priming and drain hole closed by plugs.
- A plugged air vent shall be present in top part of the casing.

Impeller

- The impeller shall be a closed impeller with double-curved blades with smooth surfaces to ensure minimum frictional loss and high efficiency.
- Impeller material: Cast iron - EN-GJL-
- The impeller shall be keyed to the shaft and secured by a slightly press and suitable impeller lock nut arrangement.
- All impellers shall be statically balanced in accordance with ISO 1940 Class 6.3 standard. The balancing can be of balancing holes or back vanes type. Impellers shall also be inherently hydraulically balanced and thus compensate for axial thrust.
- The direction of rotation of the impeller shall be clockwise when viewed from the motor.
- Impellers shall be adaptable to the duty point requirement through trimming.

Shaft

- The wetted part of the shaft shall be constructed of Stainless steel EN 1.4301 / AISI 304
- Shafts are machined to final dimensions and be adequately sized to withstand all stresses, hydraulic loads, vibrations and torques coming in during operation.
- Shaft shall be designed in such a way that first critical speed shall be at least 25% away from the maximum rotating speed.
- The run-out of the shaft shall be limited at the seal face and at the impeller to 0.05mm.
- Shaft shall be provided with mechanical shaft seal as default fitment to provide leak free operation.

Wear Rings

- Material: Brass CuZn34Mn3Al2Fe1-C
- These shall be provided in the pumps casing to maintain close running clearance and to minimize leakage and recirculation losses.

Shaft Seal

- The liquid cavity shall be sealed off at the pump shaft by an internally-flushed mechanical shaft seal with dimensions in accordance to EN 12756.
- The shaft seal shall be a rubber bellows seal or an O-ring seal. Seal faces to be with metal-impregnated carbon rotating seal face and silicon carbide stationary seat – or a silicon carbide rotating seal face paired with a silicon carbide stationary seat. The secondary seal and other rubber and composite parts shall be made of an elastomer that provides 100 % resistance to the pumped liquid.
- The shaft seal shall be suitable for continuous operation with liquid temperature range of at least 0º C to +120º C.

Coupling

- The pump coupling should be of close-coupled type with stub shaft.

Name Plate

- Each pump shall be provided with a nameplate indicating the following details:
    1. Pump Type Designation
    2. Pump Model
    3. Rated Flow/Nominal Flow
    4. Rated Head/Nominal Head
    5. Pressure Rating/Max Temperature
    6. Rated Speed

Sound Pressure Level

- Sound pressure level of the pump driver shall be maximum of
  82 dbA* (*Based on the motor kW and speed according to EN ISO 3743-1)

Vibration

- The pump(s) vibration limits shall conform to ISO 5199 and ISO 10816 for recommended acceptable unfiltered field vibration limits.

Working Pressure

- Maximum allowable working pressure (MAWP) for all the pressure containing parts shall in no case be less than the maximum discharge pressure produced by the pump at shut off (including tolerances), at the max suction pressure, for the maximum impeller diameter and the maximum continuous speed.
- MAWP shall not be less than 10 bar for pumps with DN200 flanges & above & 16 bar for pumps with DN32 to DN150 flanges.
- Pump shall be rated for minimum 10 bar working pressure.
- Pump casings shall be capable of withstanding 1.5 times the design pressure and shall be hydrostatically tested to such a pressure prior to supply.

Painting & Finishing

- The equipment shall be thoroughly cleaned and greased. All rust sharp edges and scales shall be removed.
- All cast iron parts shall have an epoxy-based coating made in a cathodic electro-deposition (CED) process wherein a high-quality dip-painting process shall be carried out using an electrical field around the parts that ensures deposition of paint particles as a thin, well-controlled layer on the surface.
- The surface of the parts shall be pretreated prior to the final coating that includes alkaline-based cleaning and zinc phosphating.
- After pretreatment cathodic electro deposition shall be carried out and the coating shall be cured to a dry film thickness of 18-22 µm.
- The color code for the finished product shall be NCS 9000/RAL 9005.
- The coupling and pump shaft shall not be painted.
-

MEC 7. ELECTRIC MOTOR

- Motor shall be a horizontal, flange mounted, totally enclosed fan-cooled, squirrel cage induction motor with main dimensions according to DIN & IEC standards. Electrical tolerances shall be in accordance with IEC 60034.
- The motor shall be of premium efficiency (IE3) or higher as per IEC 60034-1.
- The motors shall have class F insulation with class B temperature rise as minimum in accordance to IEC 85.
- The motors shall be specifically designed for use with pumps and shall have a reinforced bearing system to ensure longevity of the motor bearing life. Motors below frame size 250 shall have greased for life, sealed bearings. Above frame size 250 the bearings shall be of a re-lubricated type. The bearings shall be lubricated with high temperature grease. The bearings shall be lubricated at the factory prior to supply.
- The motor shall be suitable for an ambient temperature of at least 50 deg C and marked as such on the motor nameplate for motors up to 200 kW.
- Motor shall be suitable for continuous operation at a voltage of
- 400 V (± 5% variation), and a frequency of 50Hz ± 3%, 3 Phase, AC supply. Motor shall be suitable for both DOL and / or STAR/DELTA starting.
- Pump and motor shall be factory aligned and shall be realigned by the contractor as per manufacturer recommendations after installation.
- Motors 3 kW and above shall have built-in thermistors (PTC) per phase according to DIN 44082 (IEC 34-11: TP 211).
- Motors indicated for use with VFD on the schedule shall be suited to use with VFD and shall have insulated bearings on the NDE as from below kW's:

  45W – 2 Pole Motors
  30W – 4 Pole Motors
  22W – 6 Pole Motors

MEC 8. INSPECTION & TESTING

- The pump shall be manufactured, and string tested along with the supplied motor in an ISO9001 certified factory. ISO certification for factory shall be produced by the manufacturer.
- Pump performance test report in accordance with ISO9906 shall be furnished by the manufacturer along with the supply of the pump. The pump performance shall be tested at no less than 3 points.
- The pump test report shall bear the stamp of the factory and shall be signed by the testing engineer. The test report shall also bear the complete pump model description and part number/identification number of the supplied pump.

MEC 9. DOCUMENTATION

- Manufacturer provided documents: The manufacturer should provide the following documents at the time of submittal:
  i. Technical Data Sheet
  ii. Motor Data Sheet
  iii. Performance Curves (Capacity vs Total Head, Efficiency, NPSH and KW requirement) ranging from zero to maximum capacity.
  iv. VFD Performance Curve
  v. Parallel Performance Curve
  vi. Outline Dimensional Drawings
  vii. Country of Origin Details for Pump & Motor
  viii. Copy of Installation & Operation Manual (I&O Manual)
- I&O manual shall be provided in hard copy with each pump at the time of supply.

MEC 10. QUALITY STANDARD

The compliance requirements are:

- SANS 1200, SANS 10252, SANS 533
- SANS 558, SANS 460, SANS 241
- SANS 0140, SANS 948, SANS 15875
- The Occupational Health and Safety Act, Act 85 of 1993, as amended.
- The Application of the National Building Regulations, SANS 10400, as amended.
- The SANS 10142 code of practice, as amended (Wiring of Premises).

MEC 11. TESTING

The following aspects of the installation will need to be demonstrated in order to complete the commissioning aspect of the project.

Reference needs also to be made to the electrical specification for any additional testing and controls:

Pumps

- Each pump shall be tested at the manufacturer's premises for the full operating range of the pump. The testing of the pump shall be done according to a testing standard that is equal to ISO 9906:2012. Tests shall be carried out at rated speed with minimum NPSH available at site. Pump performance shall be within the tolerance limits specified in the above testing standard.

- The pump manufacturer shall supply a test report of the pump in question.

Electrical

- Pump start/stop based on level control
- Emergency stop
- Manual/automatic change-over

MEC 12. MEASUREMENT AND PAYMENT

Supply and installation of Pump-Sets

The supply, installation and commissioning of the pumps is to be broken down into three distinct payment units to facilitate scheduling and capital expenditure:

a. Supply:..... Unit: No

The sum tendered shall cover the costs, overheads, profit and charges incurred in the acquisition of the pumps and its delivery on site.

In order to process a claim the item shall have been delivered to site and/or be immediately available for the installation to continue.

b. Installation: ..... Unit: No

The sum tendered shall cover the costs, overheads, profit and any charges that may be incurred in the physical installation of the equipment.

The item shall be claimable once:

- the equipment has been fixed to the structure and is ready to receive piping and electrical connections.
- the motor control system has been installed
- pump and motor alignment successful and complete

c. Commissioning:..... Unit: No

The sum tendered shall cover the costs, overheads, profit and any charges that may be incurred in the commissioning of the equipment.

Commissioning shall include:

- electrical terminations have been completed
- system can be demonstrated to run successfully
- demonstration of all system safety interlocks
- all mechanical fixings and connections inspected visibly as proven complete.

C.5.5 MANAGEMENT

C5.5.1 MANAGEMENT OF THE WORKS

C5.5.1.1. APPLICABLE SPECIFICATIONS

The *Standard Specifications for Civil Engineering SANS 1200* published by the *South African Bureau of Standards* and referred to as the "Standard Specifications", including the variations and additions specified shall be applicable to this project.

C5.5.1.2. CONSTRUCTION PROGRAMME

The contractor shall submit within the period stated in the Contract Data a suitable and realistic programme for the consideration of the Engineer.

The programme shall be in the form of a Gantt Chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the Engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall indicate the production rates for key activities, e.g. earthworks, etc.

Together with the programme as detailed above the Contractor shall submit to the Engineer a **cash flow projection**, indicating projected monthly intervals to reflect actual payments to date and anticipated future payments.

The programme will be **reviewed** at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity has fallen behind. The updated programme shall be submitted to the Engineer at **least two days prior** to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a **revised programme** showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in ***Clause 5.12*** of the ***General Conditions of Contract*** or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

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

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

C5.5.1.3. DRAWINGS, OPERATION AND MAINTENANCE MANUALS

All information in the possession of the Contractor that is required by the Engineer's Representative in order to complete the As Built drawings and to prepare a completion report for the Employer must be submitted to the Engineer's Representative before a Certificate of Practical Completion will be issued for the Works. Similarly, the Contractor will be required to submit full details of all pipes, valves meters and specials in a suitable loose bound format, including any special operational and maintenance manual for the scheme prior to the issue of a Certificate of Completion of the Works.

Only figured dimensions on the drawings may be used in the interpretation thereof, and the drawings shall not be scaled unless the Contractor is so instructed by the Engineer in writing. The Engineer will upon written request provide any dimensions that may have been omitted from the drawings.

C5.5.1.4. SITE ADMINISTRATION

An index to the Engineer's standard site administration forms as well as examples of some of the administration forms are appended as STANDARD FORMS AND FORMATS (page 252).

Acceptance control, recordkeeping and payment certificates shall be done in accordance with the Engineer's standard system except if the Engineer approves that the Contract's standard system may be used.

C5.5.1.5. DAILY SITE DIARY

The daily site diary in accordance with the pro forma appended in STANDARD FORMS AND FORMATS (page 252) shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Engineer's Representative.

C5.5.1.6. INFORMATION IN RESPECT OF PLANT

Information relating to plant on Site shall be delivered to the Engineer, on a monthly basis, in the form of a detailed summary of construction plant kept on the Site, with full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out of order. Such inventory shall be submitted by the first day of the following month to be reported.

C5.5.1.7. INFORMATION IN RESPECT OF EMPLOYEES

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.

C5.5.1.8. RAINFALL RECORDS

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect, and

maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.

C5.5.1.9. SITE INSTRUCTIONS

Site instructions by the Engineer, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of number is brought to the notice of the Engineer in writing immediately.

C5.5.1.10. SITE MEETINGS

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Engineer. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

C5.5.1.11. PAYMENT CERTIFICATES

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30th day of the specific month. The Engineer's Representative shall have a period of five (5) calendar days to review the draft certificate in collaboration with the Contractor. All quantity calculations and certificates submitted by the Contractor for checking shall be in accordance with the standard formats that are included in STANDARD FORMS AND FORMATS (page 252).

Upon agreement by the Engineer's Representative the certificate shall be submitted by the Contractor in neat, typed form in accordance with the prescribed format and with the correct spelling, to the Engineer not later than the 25th of each month (or on the first working day thereafter) together with four (4) additional copies for certification.

Where day works have been instructed by the Engineer, the Contractor shall submit the returns to the Engineer for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Day work returns shall be submitted on forms following the standard format included in STANDARD FORMS AND FORMATS (page 252) for this purpose. Failure to comply with the terms of this clause will result in non-payment for such day works.

The tax invoice submitted with the certificate shall be dated the 1st of the month following the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.

C.5.6 PROCUREMENT

C5.6.1 SUB-CONTRACTORS

1.1. The Contractor shall appoint such authorities and/or specialist sub-contractors and suppliers as may be designated or nominated by the Employer or the Engineer for those portions of the Works that are described in **PART C:C5** Specifications *(page 217)*

1.2. As required by ***C4.1.7.*** Sub-Contracting (Clause 4.4) *(page 169)*, the Contractor shall be responsible for all work carried out by sub-contractors (whether nominated by the Employer or selected by the Contractor) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc., unless provided for in ***C4*** CONDITIONS OF CONTRACT Such problems and/or disputes shall remain the sole concern of the Contractor and his sub-contractors.

C5.6.2 LOCAL LABOUR

The Contractor shall employ labour from the local communities through the appointed Community Liaison Officer (CLO). Accordingly, the workforce that is employed on the site shall consist of local residents, except for approved **key staff** in the permanent employ of the Contractor.

The labour desks shall assist in identifying available local labour and, where available **semi-skilled labour** as well as **local sub-contractors**. The Labour Desks shall also assist and advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Community Liaison Officer shall, however, in no way diminish the responsibilities of the Contractor in terms of *Clause 4.10* of *GCC 2015* and *paragraph C4.1.13. (page 171)* of this document.

Although the Contractor shall adhere to the statutory minimum wage rates, the Contractor is, however, at liberty to negotiate additional incentive payments based on performance.

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

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding:
    - Rain time;
    - Sickness and absenteeism;
    - Disciplinary matters;
    - Grievances;
    - Method and frequency of payment;
    - Work clothes and safety equipment.

C6 SITE INFORMATION

C.6.1 GENERAL DESCRIPTION OF THE WORKS

See C5, Specifications, page 217

C.6.2 DESCRIPTION OF SITE AND ACCESS

See C5, Specifications, page 217

C.6.3 DESCRIPTION OF THE PROJECT

See C5, Specifications, page 217

C.6.4 THE WORKS

See C5, Specifications, page 217

C.6.5 EXISTING STRUCTURES

See Volume, Figures and Drawings, page 250

C.6.6 SITE OFFICES

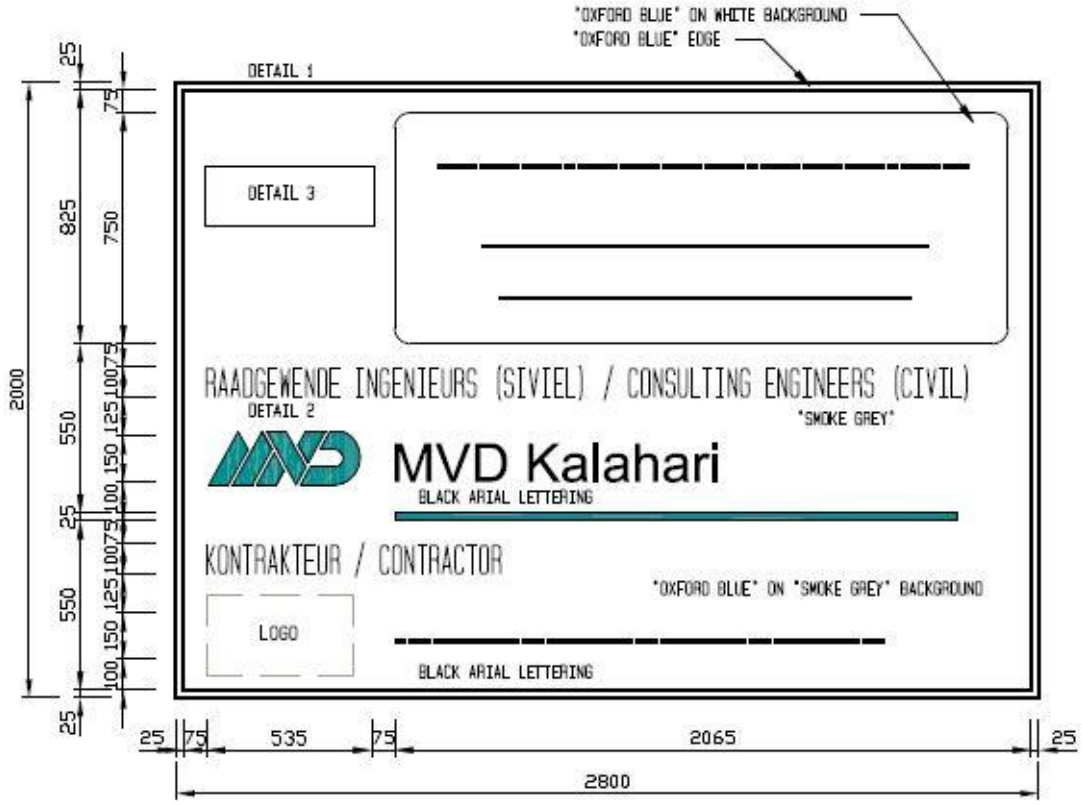
To be finalised on appointment.

SECTION 4

FIGURES AND DRAWINGS

Drawing A1: Name Board

ANNEXURE H



NOTES:

DETAIL 1: SHOULD MORE INFORMATION BE REQUIRED, THE BOARD MUST BE ENLARGED IN MULTIPLES OF 550mm
DETAIL 2: MVD LOGO CAN BE BOUGHT FROM MVD KALAHARI
DETAIL 3: SAVRI LOGO CAN BE BOUGHT FROM MVD KALAHARI

COLOUR SPECIFICATIONS:

C:87 M:69 Y:0 K:0 PANTONE 2726 C
C:56 M:21 Y:4 K:0 PANTONE 659 C
C:0 M:0 Y:0 K:100 PANTONE PROCESS BLACK C
C:0 M:0 Y:0 K:50 PANTONE COOL GRAY 9 C
C:0 M:0 Y:0 K:30 PANTONE 2726 C

DETAIL 3

PROJECT NAME BOARD

NAME BOARD : A800 (CONTRACTOR 1 OR 2 OR 3)

SCALE 1 : 20

STANDARD FORMS AND FORMATS

REF NUMBER	DESCRIPTION
QF-7.2.1-SS-01	Daily Site Diary
QF-7.2.1-SS-02	Inspection Request
QF-7.2.1-SS-03	Monthly Progress Report - General
QF-7.2.1-SS-04	Monthly Progress Report - Roads
QF-7.2.1-SS-07	Monthly Progress Report – Storm Water
QF-7.2.1-SS-09	Monthly Report – Plant on Site
QF-7.2.1-SS-10	Monthly Report – Labour on Site
QF-7.2.1-SS-11	Control on Pavement Layer Works Contract Supervision
QF-7.2.1-SS-12	Evaluation of Road Levels
QF-7.2.1-SS-13	Inspection Form - Roads
QF-7.2.1-SS-15	Excavation Checklist
QF-7.2.1-SS-17	Requisition for Checking prior to pouring of Concrete
QF-7.2.1-SS-18	Pre-Concrete Inspection Checklist
QF-7.2.1-SS-19	Post Concrete Inspection Report for Civil Works
QF-7.2.1-SS-21	Telkom & Electrical Certificate
QF-7.2.1-SS-22	Partial Handover Inspection
QF-7.2.1-SS-24	Interim Inspection Form – Sewer and Stormwater
QF-7.2.1-SS-27	Final Inspection Form - Stormwater
QF-7.2.1-CONS-10	Community Liaison Officer – Monthly Report
QF-7.2.1-CONS-17	Outstanding Items for Completion
QF-7.2.1-CONS-18.3	Certificate of Completion and Snag List
QF-7.2.1-CONS-19.3	Certificate of Practical Completion
QF-7.2.1-CONS-20.3	Final Approval Certificate
THE ABOVEMENTIONED FORMS IS AVAILABLE IN PDF FORMAT ON THE CD INCLUDED IN THE TENDER DOCUMENT	

ENVIRONMENTAL MANAGEMENT PLAN

ENVIRONMENTAL MANAGEMENT PLAN

REFURBISHMENT OF BULK WATER INFRASTRUCTURE: PUMPS; VALVES & BULK METERS

PREPARED BY

MVD Kalahari

TABLE OF CONTENTS

INTRODUCTION 1
1. AIMS OF THE EMP 1
2. IMPLEMENTATION OF THE EMP 1
3. NON-COMPLIANCE WITH THE EMP 1
SECTION A: PRE-CONSTRUCTION PHASE 2
A.1. SETUP OF CONSTRUCTION CAMP AND CONSTRUCTION SITE 2
A.2. ACCESS TO HOUSES UNDER CONSTRUCTION 3
A.3. SOURCING OF NATURAL MATERIALS 3
SECTION B: CONSTRUCTION PHASE 4
B.1. MANAGEMENT OF CONSTRUCTION CAMP 4
B.2. MANAGEMENT OF CONSTRUCTION SITE 4
B.3. WORKER CONDUCT 5
B.4. ACCESS ROADS FOR CONSTRUCTION 5
B.5. STORAGE OF GENERAL MATERIALS 6
B.6. STORAGE AND USE OF HAZARDOUS MATERIALS 6
B.7. CONSTRUCTION VEHICLES/EQUIPMENT 7
B.8. WASTE MANAGEMENT AND SANITATION 8
SECTION C: OPERATIONAL AND MAINTENANCE ACTIVITIES 9
C.1. FENCING AND SECURITY 9
C.2. PROTECTION OF WATER RESOURCES AND HUMAN HEALTH 9
C.3. SOLID WASTE MANAGEMENT 9

ANNEXURES

A. PENALTIES SCHEDULE

ABREVIATIONS/ACRONYMS

EMP	Environmental Management Plan
ECO	Environmental Control Officer
MSDS	Material Safety Data Sheets
LPG	Liquefied Petroleum Gas

INTRODUCTION

An EMP is developed to outline measures that are to be implemented in order to minimise adverse environmental degradation associated with the refurbishment and replacement of bulk sewer and water infrastructure in Douglas, Campbell and Schmidtsdrift in the Siyancuma Municipality. It serves as a guide for the Contractor and the workforce on their roles and responsibilities concerning environmental management on site and it provides a framework for environmental monitoring throughout the development period.

1. AIMS OF THE EMP

The aims of this EMP are to:

- Guide and control construction activities relating to the construction of the houses to minimise negative environmental impacts during construction.
- Guide and control operational and management activities to minimise negative environmental impacts and risks.
- Provide a working Management Plan for enhancement of the ecological functioning of the property.

2. IMPLEMENTATION OF THE EMP

A number of potential environmental impacts, mitigating measures and environmental management controls were identified and are laid out in this document. In order to ensure compliance with this EMP during construction and operation, an ECO must be appointed to monitor the implementation of the recommendations made herein.

During the construction phase an independent ECO must be appointed to guide implementation of the EMP. The ECO must undertake monthly audits in respect of compliance with the EMP that must be submitted to the Siyancuma Municipality, represented by the Engineer, MVD Kalahari.

3. NON-COMPLIANCE WITH THE EMP

Any non-compliance with the EMP will be treated as serious. Liability rests with the Contractor for non-compliance with the EMP. A penalties schedule is attached as *Appendix A* that will be implemented in the instance of non-compliance by any Contractor working on site, such that the Client has a means of ensuring that their risk in respect of non-compliance by these Contractors can be managed.

SECTION A: PRE-CONSTRUCTION PHASE

GENERAL PRINCIPLES FOR THE PRE-CONSTRUCTION PHASE

The pre-construction phase must involve careful planning of the construction phase for minimised environmental, social and economic impacts – both on site and for surrounding neighbours and residents.

A.1. SETUP OF CONSTRUCTION CAMP AND CONSTRUCTION SITE

A.1.1. Choice of site for the Contractor's camp requires the ECO's permission and must take into account the location of local residents and ecologically sensitive areas, including flood zones, unstable zones and areas of natural vegetation. A site plan must be submitted to the ECO for approval for establishment of the camp.

A.1.2. The size of the Construction Camp must be minimised.

A.1.3. Adequate parking must be provided for site staff and visitors.

A.1.4. The Contractor must attend to drainage of the Construction Camp to avoid standing water or sheet erosion.

A.1.5. Bins and/or skips must be provided within the Construction Camp at convenient intervals.

A.1.6. A bulk waste collection area must be demarcated within the Construction Camp.

A.1.7. A materials storage area must be identified and designated within the Construction Camp.

A.1.8. An area for fuel storage must be identified. This area should be sited to have minimal impact on and risk to surrounding residents and should be secured within the Construction Camp.

A.1.9. Hazardous chemical working/refuelling areas must be lined with an impermeable liner to protect groundwater quality. This can be done using a plastic liner covered with soil.

A.1.10. Storage areas containing hazardous substances/materials must be clearly marked/signed and must have fire extinguishers in close proximity.

A.1.11. Residents living adjacent to the construction site and nearby the hazardous materials storage area must be notified of the existence of the hazardous storage area and the uses of these materials on site.

A.1.12. Material Safety Data Sheets (MSDS) shall be readily available on site for all chemicals and hazardous substances to be used on site. Where possible and available, MSDSs should additionally include information on ecological impacts and measures to minimise negative environmental impacts during accidental releases or escapes.

A.1.13. Chemical toilets must be installed at the Construction Camp. At least 1 toilet must be available per 20 workers that use the camp on a daily basis.

A.1.14. Parking areas for plant, oil/bitumen stores or other chemical storage zones must be prepared with a plastic liner under the soil.

A.1.15. Signs should be erected on all entrance gates indicating that no temporary jobs are available to limit opportunistic labourers and crime. Signage must also include a list of contact numbers for emergency purposes.

A.1.16. A planning meeting and site walks must be conducted by representatives of the Municipality, MVD Kalahari, and the Contractor to identify actual route alignments and placements of all infrastructure prior to works on site commencing and to discuss the phasing of various construction activities on site.

A.2. ACCESS TO HOUSES UNDER CONSTRUCTION

A.2.1. The contractor must take into account the following limitations when deciding on access routes into and around the construction site for construction purposes:

- Existing houses may not be damaged as a result of haulage of material on site.
- The need to minimise disturbances to adjacent businesses and residents.

A.2.2. All roads for construction access must be planned and approved by the ECO ahead of construction activities.

A.2.3. Clearing of indigenous vegetation must be kept to a minimum during operations.

A.2.4. Construction roads must use as little cut and fill as possible and minimise exposed soil surface area.

A.2.5. All vehicles accessing the property must adhere to speed limits.

A.3. SOURCING OF NATURAL MATERIALS

A.3.1. Contractors shall prepare a source statement indicating the source of all materials (including topsoil, sands, natural gravels, crushed stone, asphalt, clay liners, etc.) and submit these to the ECO and Engineer for approval prior to commencement of any work.

A.3.2. Where possible, a signed document from the supplier of natural materials should be obtained confirming that they have been obtained in a suitable manner and in compliance with relevant legislation.

A.3.3. Where materials are borrowed (mined), proof must be provided of the authorisation to utilise these materials from the land owner/mineral rights owner and the Department of Minerals and Energy.

SECTION B: CONSTRUCTION PHASE

GENERAL PRINCIPLES FOR THE CONSTRUCTION PHASE

1. All construction activities undertaken on site must aim to limit disturbance, nuisance and interruptions to the lives and daily business of neighbours, local residents and local businesses.

2. Construction and development staff should be courteous and respectful of the people potentially affected by construction activities, and be willing to address any activities that are causing undue nuisance or inconvenience to any party.

3. The construction phase must be completed in as short a time as possible.

4. All construction activities must be undertaken with the safety of people and the environment as a first priority.

5. Good housekeeping and a Clean Site Policy should be adopted by all persons involved in construction activities.

B.1. MANAGEMENT OF CONSTRUCTION CAMP

B.1.1. The size of the Construction Camp must be kept minimized. The camp or materials storage areas associated with the camp may not be extended without prior approval of the ECO/Engineer.

B.1.2. Adequate parking must be provided for site staff and visitors.

B.1.3. The Contractor must attend to drainage of the Construction Camp to avoid standing water or sheet erosion.

B.1.4. A bulk waste collection area must be designated and waste cleared regularly by a recognised waste contractor.

B.1.5. Litter collection bins must be provided within the Construction Camp at convenient intervals and must be regularly cleared.

B.1.6. Adequate numbers of chemical toilets must be maintained in the Construction Camp to service the staff using this area. At least 1 toilet must be available per 20 workers using the camp.

B.1.7. The chemical toilets serving the camp must be maintained in a good state and any spills or overflows must be attended to immediately.

B.2. MANAGEMENT OF CONSTRUCTION SITE

B.2.1. Signs should be erected on all entrance gates indicating that no temporary jobs are available to limit opportunistic labourers and crime.

B.2.2. Potentially hazardous areas such as trenches are to be cordoned off and clearly marked at all times.

B.2.3. Lighting on the site is not allowed except at the Construction Camp.

B.2.4. No firearms are allowed on site or in vehicles transporting staff to or from site (unless used by security personnel).

B.2.5. All vehicles accessing the property must adhere to speed limits.

B.2.6. Construction/management activities including use of the service vehicle, machinery, hammering, etc. must be limited to the hours between 7:00 am and 5:30 pm weekdays; 7:00 am and 1:30 pm on Saturdays; no noisy activities may take place on a Sunday.

B.2.7. A list of emergency contact numbers must be clearly displayed at the Construction Camp at all times.

B.2.8. Disturbance to birds, animals and reptiles and their habitats should be prevented at all times.

B.2.9. The Site Engineer must maintain a Complaints Register and any interested party must record their comments therein. This must be available for review during audits.

B.2.10. The ECO, Engineer, Developer and Manager of the site must be aware of the interested and affected parties.

B.2.11. Activities that may disrupt neighbours (e.g. delivery trucks, excessively noisy activities, etc.) must be preceded by notice being given to the affected neighbours at least 24 hours in advance.

B.2.12. All areas that have been stripped of vegetation, including all roads must be dampened periodically to avoid excessive dust.

B.3. WORKER CONDUCT

B.3.1. On arrival at the property, workers must be briefed by the person in charge of managing construction/management activities on the regulations of the property. This must be repeated at weekly Toolbox Talks.

B.3.2. No alcohol, drugs, snares, slingshots or animals must be brought onto the property.

B.3.3. No fires may be made on the property unless under the guidance of the ECO for the purposes of controlled burning of grasslands/wetland or within controlled braai areas in the Construction Camp.

B.3.4. No hunting activities are allowed on site or the adjacent properties.

B.3.5. Workers that are under the influence of alcohol or drugs may not operate chainsaws, vehicles or other machinery/duties.

B.3.6. Construction workers should be made aware that they are not to make excessive noise (e.g. shouting, hooting, etc.).

B.3.7. The harvesting of firewood, medicinal plants, tree bark, flower or other natural materials is forbidden on the site and adjacent properties.

B.3.8. Trespassing on neighbouring properties is forbidden. All workers must be shown the limits of the property and remain within these limits during the course of the working day.

B.3.9. No workers may sleep on the property unless proper accommodation for this has been established.

B.3.10. Workers must be instructed to be polite to neighbours and be told to whom any interested members of the public may be directed on site.

B.3.11. Prior to the commencement of construction all workers need to know what possible archaeological or historical objects of value may look like and to notify the Site Manager if one is found.

B.4. ACCESS ROADS FOR CONSTRUCTION

B.4.1. All roads for construction access must be planned and approved by the ECO/Engineer ahead of construction activities.

B.4.2. Use of access/haulage routes must take into consideration the need to minimise disturbances to businesses and residents.

B.4.3. If necessary staff must be employed to clean surfaced roads adjacent to the construction site where materials have been spilt.

B.4.4. Cognisance of vehicle weight/dimensions must be taken when using access constructed out of certain materials, e.g. paved surfaces, cobbled entranceways, etc.

B.5. STORAGE OF GENERAL MATERIALS

B.5.1. General building/other materials includes non-hazardous materials and chemicals. These must be kept in a designated area.

B.5.2. The designated storage area must be kept fenced or secured to keep people and animals out. This area should be located in or near the Construction Camp enclosure.

B.5.3. Materials must be stacked in a way that they cannot fall and cause injury or damage to property or the natural environment.

B.5.4. Fire prevention facilities must be present at the storage area at all times.

B.5.5. The storage area must be sited so that it has minimal visual impact on surrounding neighbours and people living within the development area. Special attention should be given to screening highly reflective materials.

B.5.6. Contractors shall prepare a Source Statement indicating the sources of all materials (including topsoil, sand, natural gravel, crushed stone, asphalt, clay liners, etc.) and submit this statement to the ECO/Engineer for approval prior to commencement of the works.

B.5.7. Where possible a signed document from the supplier of natural materials should be obtained confirming that they have obtained in a suitable manner and in compliance with relevant legislation.

B.5.8. Obstruction to driver's line of sight due to stockpiles and stacked materials must be avoided.

B.6. STORAGE AND USE OF HAZARDOUS MATERIALS

The definition of hazardous substances/materials is those that are potentially poisonous, flammable, carcinogenic or toxic. These may include diesel, petroleum, oil, bituminous products, cement, solvent based paints, lubricants, explosives, drilling fluids, pesticides, herbicides and LPG. Every effort should be made to ensure that any chemicals or hazardous substances do not contaminate the soil or groundwater on site.

B.6.1. MSDSs will be readily available on site for all chemicals and hazardous substances to be used on site. Where possible and available, MSDSs should additionally include information on ecological impacts and measures to minimise negative environmental impacts during accidental releases or escapes.

B.6.2. Fuel storage areas must be lined with a catchpit of at least 110% of the storage capacity of the fuel storage container. This liner must have a controlled stormwater outlet with a filter.

B.6.3. Hazardous chemical working/refuelling areas must be lined with an impermeable liner to protect groundwater quality. This can be done using a plastic liner covered with soil.

B.6.4. Storage areas must be clearly signed.

B.6.5. Staff dealing with these substances must be aware of their potential impacts and follow the appropriate safety measures.

B.6.6. Fire prevention facilities must be present at the storage areas at all times.

B.6.7. The area must be properly safeguarded from fire during burning of grass on the property or adjacent properties.

B.6.8. The hazardous materials storage area must be fully secured to prevent people and animals from accessing it.

B.6.9. Transport of hazardous materials around the site should be limited and materials around the site must be transported in sealed bags/containers.

B.6.10. All canisters that may be used to transport the hazardous materials (e.g. herbicide) to the point of use on the site must be regularly checked for leaks. Leaky canisters must be repaired before use.

B.6.11. Mixing/decanting of all chemicals and hazardous substances must take place either on a tray or on an impermeable surface. Waste from these should then be disposed of at a suitable waste site.

B.6.12. Should any spills of hazardous materials occur on site or in the storage area, the relative clean up specialists must be contacted immediately. Materials that absorb fuel and oil such as Drizit, sawdust or earth should be placed over the spill. This contaminated material must be removed and disposed of at a recognised disposal site.

B.6.13. Vehicles transporting hazardous materials including concrete may not be washed on site.

B.6.14. Lime, cement and other powders may not be mixed during excessively windy conditions.

B.7. CONSTRUCTION VEHICLES/EQUIPMENT

B.7.1. Access to the property must be via the approved construction access routings. No other access route may be used onto the property.

B.7.2. Choice of site for the storage of vehicles/equipment during the construction process must take into account the location of local residents and sensitive natural areas on the property.

B.7.3. Construction vehicles are to be fitted with standard silencers prior to the beginning of construction.

B.7.4. Equipment that is fitted with noise reduction facilities (e.g. side flaps, silencers, etc.) must be used as per operating instructions and properly maintained during site operations.

B.7.5. All vehicles and equipment used on site must be operated by appropriately trained and/or licensed individuals in compliance with all safety measures as laid out in the Occupational Health and Safety Act (OHSA).

B.7.6. Vehicles and machinery are to be kept in good working order and to meet manufacturer's specifications for safety, fuel consumption, etc.

B.7.7. Should excessive emissions be observed, the site manager is to have the equipment seen to as soon as possible.

B.7.8. No vehicle or equipment may be serviced on the property unless in a properly demarcated work zone.

B.7.9. Vehicle parking/storage areas must be appropriately surfaced such that oil, fuel and other fluid leaks do not pollute soil or water resources.

B.7.10. Large delivery vehicles/trucks must not be allowed to block the road or cause damage to the road surface.

B.7.11. Storage and dispensing of fuels must be done in accordance with the controls detailed in *Section B6.*

B.8. WASTE MANAGEMENT AND SANITATION

B.8.1. All solid waste generated during the construction phase/process (including packets, plastic, rubble, cut plant material, waste metals, etc.) must be placed in the waste collection area in the Construction Camp and must not be allowed to blow around the site, be accessible to animals or be placed in piles adjacent to the bins/skips.

B.8.2. Separation of waste and recycling of paper, glass, etc. must be encouraged. Composting of organic waste is encouraged.

B.8.3. Hazardous materials that require disposal (cement, paints, solvents, old fuel, etc.) must be disposed of at a registered hazardous material landfill site. These materials must be removed by an appropriate hazardous waste contractor. Proof of appropriate disposal must be available for scrutiny by the ECO/Engineer.

B.8.4. The excavation of rubbish pits on site is not allowed.

B.8.5. Burning of rubbish on site is not allowed.

B.8.6. A site for a compost heap may be identified with assistance from the local environmental authority.

B.8.7. Adequate toilets must be available on site for use by construction staff at all times. These toilets must be moved with the workforce.

B.8.8. The digging of pit latrines for this purpose is not allowed under any circumstances.

B.8.9. Should chemical toilets by used, an appropriate contactor must be employed to service these facilities on an on-going basis.

B.8.10. Spills or overflows from chemical or other toilets used by construction staff must be dealt with by a sanitation expert immediately.

B.8.11. Littering on site is forbidden.

SECTION C: OPERATIONAL AND MAINTENANCE ACTIVITIES

GENERAL PRINCIPLES FOR OPERATIONAL ACTIVITIES

1. The operation and maintenance of this facility should be sensitive to the surrounding area, and not cause nuisance or safety risks to local residents or businesses in the area.

2. Operation of this facility should be undertaken in an environmentally sustainable manner with minimum negative impacts and maximum positive impacts.

C.1. FENCING AND SECURITY

C.1.1. Security staff employed on site must be aware of police operating in the area and work with them in the prevention of crime in and around the property.

C.1.2. The security and lighting must not result in negative visual impacts.

C.2. PROTECTION OF WATER RESOURCES AND HUMAN HEALTH

C.2.1. All wastewater management systems must be operated and maintained in a good state by Siyancuma Local Municipality.

C.2.2. Any spill of fuels, oils or any other hazardous material must be attended to immediately. Appropriate hazardous material clean-up contractors must be contracted immediately and the relevant authorities notified of the spill.

C.3. SOLID WASTE MANAGEMENT

C.3.1. Solid waste must be collected at a central point. Sorting of the waste into organics, recyclable, hazardous and domestic waste should be undertaken at this point if possible.

C.3.2. Composted organic waste may be used on the property for soil conditioning in landscape maintenance.

ANNEXURE A

PENALTY SCHEDULE

APPENDIX A: CONTRACTOR PENALTIES SCHEDULE

The following penalty schedule reflects four different penalty scales relating to the severity of the offence and the associated cost of restoring the environment.

This schedule must form part of the construction contract.

It must be noted that if any offence is committed by a Contractor such that the requirements of National Legislation is contravened and a subsequent legal process is initiated, the responsible Contractor will be subject ot the associated criminal process and associated penalties (which may include a fine and/or imprisonment) as decided on by the court. In this case, if the environmental penalty contained in the EMP is greater than the fine imposed by the court, then the Contract will be subject to payment of the difference as per the requirements of the Environmental Penalty Schedule.

In all cases the Contractor will be subject to a penalty for the offence committed, the monies from which will be used by a separate contractor to remedy the damage. The Contractor that caused the damage may opt remedy the damage themselves to the satisfaction of the ECO/Engineer and Developer. In such cases a discount on the penalty may be negotiated with the ECO/Engineer and Developer.

In addition to the schedule of penalties, a portion of the Retention on the contact must be apportioned to compliance with the EMP. This portion should be no less than 25% of the total Retention amount, but may be increased depending on the level of environmental risk associated with the contract. This portion will be decided by the Developer in consultation with the ECO/Engineer.

PENALTY SCHEDULE

LEVEL	DESCRIPTION	PENALTY	OFFENCES
1	Minor Offence	R1,000 first offence, R2,000 second offence and R1,000/per day that offence continues beyond notification of offence	• Littering, inadequate or inappropriate on-site waste management or sanitation • Uncontrolled noise and dust nuisance • Poaching on site • Inadequate soil/water protection controls for fuel storage & dispensing areas, vehicle parking areas
2	Moderate Offence	R5,000 first offence R10,000 second offence and R5,000 per day that the offence continues beyond notification of offence	• Trespassing onto neighbours properties· • Removal of indigenous trees marked for conservation purposes without the permission of the ECO, or trees in demarcated sensitive environmental zones • Disposal of any form of waste to a non-approved dump site • Any illegal /non-permitted abstraction or use of water from a natural resource • The withholding of pertinent information or provision of false information to the ECO or Project Manager
3	Significant Offence	R30,000 first offence R50,000 second offence and R30,000 per day that the offence continues beyond notification of offence	• Non-compliance with any risk or safety management requirements • Significant spillage of hazardous materials • Use of natural materials not sourced from a legally permitted source • Construction or use of roads/access across rivers, streams or wetlands that have not been authorized by the Project Manager and ECO
4	Serious Offence	Up to R500,000 or total cost of rehabilitating damaged environment	• Any serious pollution event or accident • Any serious encroachment into demarcated sensitive environmental zones, by accident or on purpose • Any serious stormwater damage that could have been avoided through appropriate management interventions

* Note that the above figures represent the maximum fine amount in each instance