



JOE MOROLONG LOCAL MUNICIPALITY

INVITATION TO BID (INFRASTRUCTURE DELIVERY)

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: B240-2024

PANEL OF CONTRACTORS FOR BOREHOLE DRILLING (3 YEARS PERIOD)

Closing Date and Time: Thursday, 18 July 2024 at 12h00

NAME OF BIDDER:		Bidder VAT registered? – (Please tick appropriate box)
CENTRAL SUPPLIER DATABASE (CSD) SUPPLIER NO:		
TOTAL BID PRICE (INCL VAT): (Brought forward from Pricing Schedule MBD3)	R	

Please note that it is compulsory for all service providers to complete the above required information

Local Municipality physical address:
 D320 Cardington Road, Churchill Village
 MOTHIBISTAD
 8474

Local Municipality postal address:
 Private Bag X117
 MOTHIBISTAD
 8474

SCM contact details:
 SCM manager: Mr Tebogo Molaolwe
 Tel No: (053) 773 9300 / (082) 829 3053
 E-Mail: registry@joemorolong.gov.za

Technical contact details:
 Technical Services Director: Mr. L Moinwe
 Tel No: (053) 773 9300 / (082) 829 3053
 E-Mail: registry@joemorolong.gov.za

JOE MOROLONG LOCAL MUNICIPALITY

Bid no	Description
B240-2024	Panel of Contractors for Borehole Drilling (3 Years Period)

SUMMARY FOR BID OPENING PURPOSES

Name of bidder:	
Address:	
Telephone number:	
Fax number:	
E-mail address:	
Closing date:	Thursday, 18 July 2024 at 12h00
Total bid price: (VAT Incl.)	R

(Amount brought forward from the Pricing Schedule **MBD3**) *

Signed by an authorized representative of the Bidder:

Date	Signature

* Should any discrepancy occur between this figure and that stated in the Pricing Schedule (**MBD3**, the latter shall take precedence and apply).

BID GENERAL DATA

Item	Description
Bid no:	B240-2024
Bid Description:	Panel of Contractors for Borehole Drilling (3 Years Period)
Bid type:	Infrastructure delivery
PPPFA preferential points system:	80/20
CIDB minimum grade required:	N/A
Functionality evaluation bid:	Minimum functionality score of 70.00/100.00 is required
Pre-qualifying criteria bid:	N/A
Local production bid:	N/A
Sub-contracting bid:	N/A
Project manager:	B-BBEE status level of Contributor
Department:	Technical Services
Advert date:	16 June 2024
Bid document fee (VAT Incl.):	R1 693.95 (Free if downloaded from the e-Tender Portal)
Bid document availability date and time:	Thursday, 20 June 2024 at 12h00
Advert closing date and time:	Thursday, 18 July 2024 at 12h00
Bid validity days:	90
Contact name and details:	Technical Services Director: Mr. L Moinwe Tel No: (053) 773 9300 / (082) 829 3053 E-Mail: registry@joemorolong.gov.za
Bid document pickup location:	Cashiers office in the Finance Department
Bid document submission location:	Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village
Bid briefing details:	Compulsory Site Briefing: N/A

FOR MORE INFORMATION PLEASE CONTACT:

Joe Morolong Local Municipality	
Telephone number:	(053) 773 9300
E-mail address:	registry@joemorolong.gov.za

Bid contact details	
Name and Details:	Technical Services Director: Mr. L Moinwe Tel No: (053) 773 9300 / (082) 829 3053 E-Mail: registry@joemorolong.gov.za

Municipal Manager
B Motlhaping
Joe Morolong Local Municipality
Private Bag X117 MOTHIBISTAD 8474

INDEX

Section	Description	Page
PORTION 1	THE BID	
PART T1	Bid Procedures	1
Part T1	Very Important Notice on Evaluation	2
Section T1.1	Bid Advert	4
Section T1.2	Bid Notice	6
Section T1.3	Invitation to Bid (MBD1)	8
Section T1.4	Bid Data	11
Section T1.5	Bid Evaluation Criteria	19
Section T1.6	Standard Conditions of Tender	21
PART T2	Returnable Documents	41
Section T2.1	List of Returnable Documents	42
Section T2.2	Returnable Schedules	44
Section T2.2.1	Authority for Signatory	46
Section T2.2.2	Certificate of Authority for Joint Venture	47
Section T2.2.3	Schedule of Construction Plant	48
Section T2.2.4	Schedule of Work Carried Out by Bidder	51
Section T2.2.5	Present Commitments	53
Section T2.2.6	Amendment or Qualifications by the Bidder	54
Section T2.2.7	Schedule of Proposed Subcontractors	55
Section T2.2.8	Estimated Monthly Expenditure	56
Section T2.2.9	Details of Proposed Structured Training Programme	57
Section T2.2.10	Labour Utilization	58
Section T2.2.11	Supervisory and Safety Personnel	61
Section T2.2.12	Compliance with OHSA (Act 85 of 1993)	62
Section T2.2.13	Record of Addenda to Bid Documents	63

Section	Description	Page
Section T2.2.14	Compulsory Enterprise Questionnaire	64
Section T2.2.15	Preference points claim i.t.o. Preferential Procurement Regulations 2022 (MBD6.1)	67
Section T2.2.16	Financial References	73
Section T2.2.17	Rates for Special Materials	74
Section T2.2.18	Declaration of interest (MBD4)	75
Section T2.2.19	Declaration of Bidder's past Supply Chain Management Practices (MBD8)	79
Section T2.2.20	Form of Bid	81
Section T2.2.21	Construction Industry Development Board (CIDB) Registration	84
Section T2.2.22	Company Registration	85
PORTION 2	THE CONTRACT	
PART C1	Agreements and Contract Data	86
Section C1.1	Form of Offer and Acceptance	88
Section C1.2	Contract Data	94
Section C1.3	Occupational Health and Safety Agreement	106
Section C1.4	Form of Guarantee	111
Section C1.5	Protection of the Environment Declaration	116
Section C1.6	Insurance Broker's Warranty	118
Section C1.7	Contract of Temporary Employment as Community Liaison Officer	120
PART C2	Pricing Data	125
Section C2.1	Pricing Instructions	127
Section C2.2	Bill of Quantities	132
Section C2.3	Summary of Schedules	148
Section C2.4	Schedule of Particulars	150
PART C3	Scope of Work	154
Section C3.1	Description of Works	156
Section C3.2	Engineering	157

Section	Description	Page
Section C3.3	Procurement	158
Section C3.4	Construction	159
Section C3.5	Management	209
Section C3.5.1	Management of the Works	210
Section C3.5.2	Occupational Health and Safety Specification	214
Section C3.6	List of Bid Drawings	267
PART C4	Site Information	277
PART C5	MBD Forms	278
Section C5.1	Declaration for procurement above R10 million (MBD5)	279
Section C5.2	Declaration certificate for local production (MBD6.2)	281
Section C5.3	Certificate of Independent Bid Determination (MBD9)	286
PART C6	Supply Chain Management Policy	289
Section C6.1	SCM Policy adopted by Council for the 2024/25 Financial Year	290

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 1: THE BID

PART T1 Bid Procedures

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part T1: Very Important Notice on Evaluation:

A bid not complying with the peremptory requirements stated hereunder may be regarded as not being an "Acceptable bid", and as such will be rejected.

"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 47452, dated 04 November 2022, in terms of which provision is made for this policy..

1. If a valid **SARS PIN** (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document on closing date of the bid.
2. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
3. Failure to complete the schedule of quantities as required, i.e. only lump sums provided.
4. Scratching out, writing over or painting out rates, without initialling next to the amended rates or information, affecting the evaluation of the bid.
5. The use of correction fluid (i.e. tippex) or any erasable ink, e.g. Pencil.
6. Non-attendance of mandatory/compulsory:
 - o Information/Clarification meetings
7. **THE BID HAS NOT BEEN PROPERLY SIGNED BY A PARTY HAVING THE AUTHORITY TO DO SO ACCORDING TO THE EXAMPLE OF "AUTHORITY FOR SIGNATORY"**
8. No authority for signatory submitted – See example, where it is stated that a duly signed and dated original or certified copy of the company's relevant resolution (for each specific bid) of their members or their board of directors, must be submitted (Section 04 or Section 05).
9. The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
10. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or any other municipal entity, are in arrears for more than three months. The bidder has failed to submit paid up letters or proofs from their Municipalities that they do not owe any rates or taxes.
11. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a
Person -
 - (a) who is in the service of the state, or;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
 - (c) who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
12. Failure to provide:
 - (a) Written proof of registration with the CIDB, in an appropriate contractor grading designation **N/A or higher**, as required in the bid document.
13. Failure to attach a copy of a valid signed Joint Venture/Consortium agreement (if applicable) to the bid document.

N.B – Bids containing any or more of the following errors or omissions may be deemed non responsive:

1. Certified Copy of **Company Registration Certificate** from the Registrar of Companies.
2. Proof of shareholding documents
3. Proof of Banking Details and Bank Grading of C or higher. Certification from Bank to be submitted with Tender.
4. A Valid **SARS PIN**. In the event of a JV, SARS PIN for all parties
5. Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months
6. Proof of company addresses or lease agreements whichever applies obtainable from your local municipality, tribal authority or landlord. Proof is required for addresses listed on the CSD. In the case of lease agreements, proof is required to show that the lease agreement is active (e.g. recent proof of payment to the landlord / lessor - for those where the responsibility of rates and taxes lies with the landlord / lessor)
7. Proof of residence of all Directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority
8. Postal address and contact details

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Contact person for correspondence
10. Attendance of Clarification Meeting
11. Late Submissions after 12h00 on Thursday, 18 July 2024
12. Written proof of Registration with the CIDB.
13. Valid JV Agreement if Tenderer is tendering as a Joint Venture.
14. In the case of a Joint Venture Agreement, it must be tender specific.
15. Changes and correction in the tender documents not signed by tenderer.
16. Certified copies of identity documents (ID's) of all directors/members.
17. No copies of previously certified copies will be accepted
18. Proof of Company Registration on the Central Database (CSD) must be submitted. (Both JV Partners).

NOTE:

IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.

1. CLIENT, EMPLOYER, JOE MOROLONG LOCAL MUNICIPALITY.
2. BID, TENDER AND VARIATIONS THEREOFF
3. JOINT VENTURE / CONSORTIUM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.1 –BID ADVERT



JOE MOROLONG LOCAL MUNICIPALITY

INVITATION FOR PROSPECTIVE BIDDERS

Prospective service providers with proven track records are invited to tender as follows:

Bid No.	Bid Description	CIDB Grading	Availability of Documents & Non-Refundable Fee	Briefing / Site Inspection Date Time and Venue	Closing date	Points System	Contact Person for Technical Enquiries
B240-2024	Panel of Contractors for Borehole Drilling (3 Years Period)	N/A	20 June 2024 from 12h00 for R1 693.95	N/A	18 July 2024 at 12h00	80/20	Technical Services Director: Mr. L Moinwe Tel No: (053) 773 9300 / (082) 829 3053 E-Mail: registry@joemorolong.gov.za

Minimum Specifications and other conditions are detailed in the bid documents. Bid documents with detailed bid specifications and detailed information are obtainable at the Cashiers office in the Finance Department (office hours: Monday to Friday 07h30 to 16h15) of the Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village. Alternatively, they can be downloaded for free from the E-tender portal.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bids will be adjudicated according to the Joe Morolong Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Preferential Procurement Regulations, 2022, as well as the Broad Based Black Economic Empowerment Act (Act 53 of 2003). The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for Price and a maximum 20 points for achieving the Specific Goals. A validity period of **90** calendar days is applicable for this bid. Sealed Bids and supporting documents clearly marked with the above reference and description must be placed in the Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village.

The submission of a valid up to date copy of the Tax Compliance reference pin issued by SARS is compulsory.

In terms of MFMA Circular No 81, issued by National Treasury, it is compulsory as from 1 July 2016 for all prospective service providers to Local Municipalities to be registered on the web based **Central Supplier Database (CSD)**. Bids received from service providers not registered on the **CSD** shall therefore be regarded as non-responsive and will not be further evaluated. Prospective service providers can utilise the following link to register on the **CSD**: www.csd.gov.za.

The Joe Morolong Local Municipality does not bind itself to accept the lowest or any bid and the Local Municipality reserves the right to accept the whole or part of any bid and further reserves the right to re-advertise if it so wishes to.

Please note that late, electronic, couriered, postal or faxed bid documents will not be accepted.

B Motlhaping

Municipal Manager

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.2 –BID NOTICE



JOE MOROLONG LOCAL MUNICIPALITY

TENDER NO: B240-2024

Joe Morolong Local Municipality hereby invites registered, experienced and suitably qualified service providers to submit bids for Panel of Contractors for Borehole Drilling (3 Years Period).

The bid document with detailed specifications and detailed information are obtainable at the Cashiers office in the Finance Department during office hours (Monday to Friday 07h30 to 16h15) and e-Tender Portal www.etender.gov.za from 12h00 on Thursday, 20 June 2024.

Bid briefing details:

N/A

Tender closing:

Thursday, 18 July 2024

Time:

12h00

A non- refundable cash deposit fee of R1 693.95 is required on collection of the bid document and for bid documents downloaded from the e-Tender Portal

General Conditions of the bid

1. The prices must be valid for at least 90 days after closing date
2. Proof of payment must be attached to the Bid document (including bid documents downloaded from the e-Tender Portal website)
3. Bid prices must be inclusive of VAT
4. A copy of the Tax Compliance Status reference PIN issued by SARS, to enable the municipality to verify the bidder's tax compliance must be supplied
5. A certified copy of a B-BBEE Level Verification Certificate (only SANAS accredited or Sworn Affidavit will be accepted)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The 80/20 principle will be applied, in terms of the Supply Chain Management Policy of Council when bids are evaluated which is available upon request
7. The bidders are required to complete MBD forms (in case of Joint Venture agreement for both companies needs to complete MBD forms separately)
8. The Joe Morolong Local Municipality does not bind itself to accept the lowest or any bid and the municipality reserves the right to accept the whole or part of any bid. No reasons for the acceptance or rejection of any bid will be given
9. Bids will be adjudicated according to the Joe Morolong Local Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act (Act of 2005) and the Preferential Procurement Regulations, 2022, as well as the Broad Base Black Economic Empowerment Act (Act 53 of 2003)
10. A copy of the company registration certificate (CK) obtainable from the Companies and Intellectual Property Commission must be attached
11. Proof of Rates and Taxes or lease agreement obtainable from the relevant local authority for each Director/s of the Company as they appear on the Companies and Intellectual Property Commission(CIPC) registration certificate and Central Suppliers Database summary report (CSD)
12. If the business is operated from the residence of a director/s a certified affidavit must be submitted stating the address of the business premises. If the premises from where business is conducted or where a director is residing, is leased a copy of the leased agreement must be submitted
13. Certified copies of identity documents (IDs) of all directors / members must be submitted
14. No Copies of certified copies will be accepted
15. In case of a Joint venture agreement, the agreement must be specific to this bid and not a generic / general agreement
16. Recognisable proof of company addresses or lease agreement whichever applies obtainable from your local municipality, tribal office or landlord
17. Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority

The Bid document and supporting documentation must be enclosed in an envelope clearly endorsed with the Bid number and Description (B240-2024 - Panel of Contractors for Borehole Drilling (3 Years Period)). The Bid document is to be placed in Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village not later than the prescribed time and date when Bids will be opened in public. The Bid will be evaluated and adjudicated in accordance with the Joe Morolong Local Municipality's Supply Chain Management Policy, Preferential Procurement Policy Framework Act No 5 of 2000 using 80/20 points system. The validity period of this Bid is 90 days.

NOTE:

- **The Municipality is not bound to accept the lowest or any bid and reserve its rights in this regard**
- **Please note that late, electronic, couriered, posted or faxed Bid documents will not be accepted**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T1.3 - INVITATION TO BID (MBD1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE JOE MOROLONG LOCAL MUNICIPALITY					
BID NUMBER:	B240-2024	CLOSING DATE:	18 July 2024	CLOSING TIME:	12h00
DESCRIPTION	Panel of Contractors for Borehole Drilling (3 Years Period)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

Bids must be properly received and deposited in the Tender box situated in the foyer of Joe Morolong Local Municipality, D320 Cardington Road, Churchill Village on or before 12h00 on Thursday, 18 July 2024 at which time the bids will be opened in public. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number (B240-2024) and bid description (Panel of Contractors for Borehole Drilling (3 Years Period)). No bid offers will be accepted via e-mail, facsimile (fax) or telegram. NO LATE BIDS WILL BE ACCEPTED.

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Finance	CONTACT PERSON	Technical Services Director: Mr. L Moinwe
CONTACT PERSON	SCM manager: Mr Tebogo Molaolwer	TELEPHONE NUMBER	(053) 773 9300 / (082) 829 3053
TELEPHONE NUMBER	(053) 773 9300 / (082) 829 3053	E-MAIL ADDRESS	registry@joemorolong.gov.za
E-MAIL ADDRESS	#SCMCONTACTEMAIL		

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

BID DATA

The conditions of bid are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 12 of 2009 (contained in Government Gazette No. 31823 of 30 January 2009), bound into section T1.6.

The Standard Conditions of Tender makes several references to the bid data. The bid 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.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is JOE MOROLONG LOCAL MUNICIPALITY.
1.2	The Bid documents issued by the employer comprise one volume.
1.3	Replace the 2 nd paragraph of the clause with the following: These Conditions of Bid, the Bid Data, List of Returnable Documents and Returnable Schedules which are required for bid evaluation purposes, shall form part of the Contract arising from the invitation to bid.
1.4	The Employer's agent is (also known as the Engineer): Name: BVi CONSULTING ENGINEERS Address: 17 President Steyn Ave Westdene Bloemfontein 9301 Contact person: Pieter Rossouw Tel: (051) 447 2137 Fax: (051) 447 6056 E-mail: pieterr@bvifs.co.za
2.1	Only those bidders who are registered with the CIDB at the time of closing of bids, in a contractor grading designation equal to or higher than a contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	grading designation determined in accordance with the sum tendered for a N/A or higher class of construction work, are eligible to have their bids evaluated. Joint ventures are eligible to submit bids provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation of contractor grading designation N/A or higher class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a N/A or higher class of construction work.
2.2	Add the following to the clause: Accept that the Employer will not compensate the bidder for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
2.7	Bid documents will not be made available at the site visit or clarification meeting. Details relating to the collection of bid documents is indicated in the Bid Notice and Invitation to Bid (Section T1.3 of the document)
2.10.5	Add the following to the clause: A digital copy of the Schedule of Rates can be obtained from the Client's agent at the office of the Engineer upon sufficient notice.
2.11	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.
2.12.1	Add the following to the clause: All alternative bid offers shall be referred to in Section T2.2.6 – Amendment or Qualifications by the Bidder.
2.12.2	Should the Bidder wish to offer alternative designs and/or construction materials, he shall include with this Bid full details thereof, including a complete Schedule of Rates, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	and/or the Engineer to properly assess the full implications of the alternative bid, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.13	Add the following to the clause: No claim will be entertained for faults in the bid price resulting from any discrepancies, omissions or indistinct figures.
2.13.2	Replace the contents of the clause with the following: Each bidder is required to return the complete set of documents as listed in the bid data with all the required information supplied and completed in all respects.
2.13.3	No copies of the bid offer are required.
2.13.4	Add the following to the clause: Only authorised signatories may sign the original and all copies of the bid offer where required in terms of 2.13.3.
2.13.5	The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Tender box location : Joe Morolong Local Municipality Physical address : D320 Cardington Road, Churchill Village, MOTHIBISTAD, 8474 Identification details : Panel of Contractors for Borehole Drilling (3 Years Period) The name and address of the bid shall be entered on the back of the envelope.
2.13.6	A two-envelope procedure will not be followed.
2.13.9	Add the following to the clause: Accept that all conditions, which are printed or written upon any stationary used by the Bidder for the purpose of or in connection with the submission of a bid offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause: The Bidder is required to enter information in the following sections of the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Bill of Quantities The above sections shall be signed by the Bidder (and witnesses where required). Individual pages should only be initialled by the successful Bidder and by the witnesses after acceptance by the Employer of the Bid Offer. The Bidder shall complete and sign the Form of Offer (Section C1.1) prior to the submission of a Bid Offer. The Schedule of Deviations (if applicable) shall be signed by the successful Bidder after acceptance by the Employer of the Bid Offer. Accept that failure on the part of the Bidder to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the bid offer as being regarded as non-responsive. Accept that the Employer shall in the evaluation of bid offers take due account of the Bidder's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past. Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2003, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Bid Offer of the Bidder scoring the highest number of bid evaluation points. The Employer may appoint more than one Service Provider in this Programme.
2.15.1	The closing time and location for the submission of bid offers are: Time : Thursday, 18 July 2024 at 12h00 Location : Tender box situated in the foyer of Joe Morolong Local Municipality,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	D320 Cardington Road, Churchill Village
2.16.1	The bid offer validity period is 90 days.
2.16.1	Add the following to the clause: If the bid validity expires on a Saturday, Sunday or public holiday, the bid shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.3	Add the following new clause: Accept that should the Bidder unilaterally withdraw his bid during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable bid for the Works from those received, or to call for fresh bids, or to otherwise arrange for execution of the Works, and the Bidder shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the bid withdrawn (as corrected in terms of clause 3.9 of the Conditions of Bid) and any less favourable bid accepted by the Employer, or the difference between the bid withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.1	Add the following to the clause: Accept that if requested, the Bidder shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition. Accept that the Employer or his agent, reserves the right to approach the Bidder's banker or guarantor(s) as indicated in the bid document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Bidder or of the individual member of such venture.
2.22	Return all retained bid documents prior to the closing time for the submission of Bid Offers.
2.23	The following certificates / information are to be provided with the bid offer: a. A valid Tax Clearance Certificate and SARS PIN issued by South Africa

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Revenue Services. In terms of Joint Ventures, original valid tax clearance certificates and SARS PIN must be submitted by each joint venture partner, b. An Accredited Certified Copy or Original BBEE Certificate by SANAS or IRBA accreditation, c. Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months, d. Certified copy of Certificate of Incorporation (if bidder is a Company), e. Certified copy of Founding Statement (if bidder is a Closed Corporation), f. Certified copy of Partnership Agreement (if bidder is a Partnership), g. Proof of company address or lease agreement whichever applies obtainable from your local municipality, tribal authority or landlord, h. Proof of residence of all directors as they appear on the company registration certificate, obtainable from your local municipality or tribal authority, i. Certified copies of Identity Documents (ID's) of all directors/members, j. Joint Venture Agreement, bid specific (if bidder is a Joint Venture), k. Proof of Company Registration on Central Supplier Database (CSD), l. CIDB registration certificate in the grading designation stipulated in clause 2.1 above, m. Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002, n. Proof of bank rating from bidder's bank. Grading of C or higher. NOTE: No copies of certified copies will be accepted. All the above to be submitted with Bid. Courier or emailed forms will not be accepted
3.1	Replace the contents of the clause with the following: Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all bidders who drew procurement documents.
3.4	Bids will be opened immediately after the closing time for bids, at the same venue.
3.5	A two-envelope procedure will not be followed.
3.8.1	Add the following to the clause: Failure on the part of the Bidder to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the bid offer as being non-responsive.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
3.9.1	Replace the contents of the clause with the following: Check responsive bid offers for arithmetical errors, correcting them in the following manner: a) If a Schedule of Rates (or schedule 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 unit rate shall govern and the line item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the bidder's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Bidders's bid offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11.1	Method 2 will be used to evaluate all responsive bid offers, where the value for W_1 is: 90 where the financial value inclusive of VAT of all responsive bids received have a value above R50 million; or 80 where the financial value inclusive of VAT of one or more responsive bid offers is equal to or above R30 000 and up to R50 million.
3.11.6	The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Bid (Section T1.5 of the document).
3.11.7	Add the following new clause: Scoring preference Up to $(100 - W_1)$ bid evaluation points (W_p) will be awarded to bidders who complete the preferencing schedule (bound into Section T2.2.15) and who are found to be eligible for the preference claimed. Refer to the Employer's Supply Chain Management Policy (Section C6.1).
3.12	Replace the contents of the clause with the following: If requested by any Bidder, submit for the Bidders' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.13.1	A Bid offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Addition or Variation to Standard Conditions of Tender
	Regulations published in terms of the Municipal Finance Management Act, 2003.
3.14	Replace the contents of the clause with the following: Notice of non-acceptance of bid will not be sent to individual unsuccessful bidders. Particulars of the accepted bid can be obtained from the Engineer.
3.18	The successful bidder/s shall receive one copy of the signed contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION T1.5 –BID EVALUATION CRITERIA

1. Bid to be evaluated on Functionality (Preferential Procurement Regulations 2022)

This bid will be evaluated on functionality. The evaluation criteria for measuring functionality is objective. The minimum qualifying score for functionality on this bid is 70.00/100.00. A bid that fails to obtain the minimum qualifying score for functionality will be regarded as non-responsive. All bids that obtain the minimum qualifying score for functionality shall be evaluated further in terms of price and the preference point system. The evaluation criteria for measuring functionality and the points for each criteria and each sub-criterion are listed below:

No	Functionality criteria	Sub score weight	Main score weight	Reference
01	PREVIOUS PROJECT EXPERIENCE (NB: Bidders to submit valid contact details of completed projects. Non submission will result in loss of points)		30.00	
01.01	Two (2) Similar project > R5 million completed successfully	10.00		
01.02	Three (3) Similar projects > R5 million completed successfully	15.00		
01.03	Two (2) Similar projects > R10 million completed successfully	20.00		
01.04	Three (3) Similar projects > R10 million completed successfully	30.00		
02	PLANT AND EQUIPMENT (NB: Bidders to submit valid proof of ownership or rental agreement for appropriate plant and equipment. Non submission will result in loss of points)		10.00	
02.01	Valid proof of ownership or rental agreement for appropriate plant and equipment	10		
03	FINANCIAL CAPACITY (NB: Bidders to submit proof. Non submission will result in loss of points)		20.00	
03.01	Bidder submitted only proof of banking details	5.00		
03.02	Bank rating worse than a "C"	8.00		
03.03	Bank rating of "C"	15.00		
03.04	Bank rating better than a "C"	20.00		
04	EXPERIENCE OF CONTRACT DIRECTOR / MANAGER (NB: Bidders to submit Curriculum Vitae and Certificates of Contract Director / Manager. Non submission will result in loss of points)		10.00	
04.01	Award 10 points for an acceptable CV content and positive feedback from references	10.00		
04.02	Award 6 points for the qualification of the Contract Director / Manager with National Diploma or higher	6.00		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



No	Functionality criteria	Sub score weight	Main score weight	Reference
	Award 4 points if the Contract Director / Manager was involved in similar projects, at least three, at Manager level	4.00		
05	EXPERIENCE OF SITE AGENT (NB: Bidders to submit Curriculum Vitae and Certificates of Site Agent. Non submission will result in loss of points)		10.00	
05.01	Award 10 points for an acceptable CV content and positive feedback from references	10.00		
05.02	Award 6 points for the qualification of the Site Agent with National Diploma or higher	6.00		
05.03	Award 4 points if the Site Agent was involved in similar projects, at least three, at Site Agent level	4.00		
06	EXPERIENCE OF FOREMAN (NB: Bidders to submit Curriculum Vitae and Certificates of Foreman. Non submission will result in loss of points)		5.00	
06.01	Foreman more than 2 years' relevant experience in building works and refurbishment	2.00		
06.02	Foreman more than 5 years' relevant experience in building works and refurbishment	5.00		
07	LOCATION OF BIDDER (NB: The registered address as per the company registration documents (CIPC - Company Intellectual Property Commission) will be used. Only the single highest point allocation will apply to any bidder)		15.00	
07.01	Bidder located outside Northern Cape Province, but still in RSA	5.00		
07.02	Bidder located inside Northern Cape Province	10.00		
07.03	Bidder located inside John Taolo Gaetsewe District Municipality area	15.00		
TOTAL SCORE			100.00	

2. Preference points system for acquisition of goods or services (Preferential Procurement Regulations 2022)

The evaluation of this bid is based on the Preferential Procurement Point System stipulated in the bid document where a maximum of 80 points are scored for Price and a maximum 20 points for achieving the Specific Goals

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Joe Morolong Local Municipality

Contract No: **B240-2024**

Panel of Contractors for Borehole Drilling (3 Years Period)

STANDARD CONDITIONS OF TENDER

CONTENTS

Item	Description	
1.	GENERAL.....	T1.6.3
1.1	Actions.....	T1.6.3
1.2	Tender Documents.....	T1.6.4
1.3	Interpretation.....	T1.6.4
1.4	Communication and employer's agent.....	T1.6.5
1.5	The employer's right to accept or reject any tender offer.....	T1.6.5
2.	TENDERER'S OBLIGATIONS.....	T1.6.5
2.1	Eligibility.....	T1.6.5
2.2	Cost of tendering.....	T1.6.6
2.3	Check documents.....	T1.6.6
2.4	Confidentiality and copyright of documents.....	T1.6.6
2.5	Reference documents.....	T1.6.6
2.6	Acknowledge addenda.....	T1.6.6
2.7	Clarification meeting.....	T1.6.6
2.8	Seek clarification.....	T1.6.6
2.9	Insurance.....	T1.6.7
2.10	Pricing the tender offer.....	T1.6.7
2.11	Alterations to documents.....	T1.6.7
2.12	Alternative tender offers.....	T1.6.7
2.13	Submitting a tender offer.....	T1.6.8
2.14	Information and data to be completed in all respects.....	T1.6.9
2.15	Closing time.....	T1.6.9
2.16	Tender offer validity.....	T1.6.9
2.17	Clarification of tender offer after submission.....	T1.6.9
2.18	Provide other material.....	T1.6.10
2.19	Inspections, tests and analysis.....	T1.6.10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.20	Submit securities, bonds, policies, etc.....	T1.6.10
2.21	Check final draft.....	T1.6.10
2.22	Return of other tender documents.....	T1.6.10
2.23	Certificates.....	T1.6.11
3.	THE EMPLOYER'S UNDERTAKINGS.....	T1.6.11
3.1	Respond to requests from the tenderer.....	T1.6.11
3.2	Issue Addenda.....	T1.6.11
3.3	Return late tender offers.....	T1.6.11
3.4	Opening of tender submissions.....	T1.6.12
3.5	Two-envelope system.....	T1.6.12
3.6	Non-disclosure.....	T1.6.12
3.7	Grounds for rejection and disqualification.....	T1.6.12
3.8	Test for responsiveness.....	T1.6.13
3.9	Arithmetical errors, omissions and discrepancies.....	T1.6.13
3.10	Clarification of a tender offer.....	T1.6.14
3.11	Evaluation of tender offers.....	T1.6.14
3.12	Insurance provided by the employer.....	T1.6.18
3.13	Acceptance of tender offer.....	T1.6.18
3.14	Prepare contract documents.....	T1.6.19
3.15	Complete adjudicator's contract.....	T1.6.19
3.16	Notice to unsuccessful tenderers.....	T1.6.19
3.17	Provide copies of the contracts.....	T1.6.20
3.18	Provide written reasons for actions taken.....	T1.6.20

These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 86 of 2010.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Joe Morolong Local Municipality

Contract No: **B240-2024**

Panel of Contractors for Borehole Drilling (3 Years Period)

STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

1.1.1 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 Section 2 and Section 3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti competitive practices.

1.1.2 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.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2 Tender Documents

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

1.3 Interpretation

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

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

1.3.3 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 fulfil 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 tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and
- 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,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

whether incorporated or not, or a public body

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

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be 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.

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

- 1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

- 2.1.1 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.
- 2.1.2 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.

2.2 Cost of tendering

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

2.3 Check documents

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

2.4 Confidentiality and copyright of documents

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

2.5 Reference documents

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

2.6 Acknowledge addenda

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

2.7 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.

2.8 Seek clarification

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.9 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 insurance.

2.10 Pricing the tender offer

- 2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 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. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

- 2.12.1 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.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.13 Submitting a tender offer

- 2.13.1 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.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 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.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outpackage is not sealed and marked as stated.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

2.14 Information and data to be completed in all respects

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

2.15 Closing time

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

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

2.15.3 Tender submitted after closing on **Thursday, 18 July 2024 at 12h00** will not be considered.

2.16 Tender offer validity

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

2.16.2 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.

2.16.3 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.

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

2.17 Clarification of tender offer after submission

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 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.

2.18 Provide other material

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

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

2.19 Inspections, tests and analysis

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

2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.23 Certificates

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

3. THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to requests from the tenderer

3.1.1 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.

3.1.2 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.

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date 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.

3.3 Return late tender offers

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

tenderer concerned.

3.4 Opening of tender submissions

- 3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- 3.4.2 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, preferences claimed and time for completion for the main tender offer only.
- 3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request.

3.5 Two-envelope system

- 3.5.1 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.
- 3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 Non-disclosure

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

3.7 Grounds for rejection and disqualification

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

3.8 Test for responsiveness

3.8.1 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.

3.8.2 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.

3.9 Arithmetical errors, omissions and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for;

- a) the gross misplacement of the decimal point in any unit rate;

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the 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.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall 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.

3.10 Clarification of a tender offer

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

3.11 Evaluation of tender offers

3.11.1 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.

3.11.2 Method 1: Financial offer

In the case of a financial offer:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and

N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

3.11.4 Method 3: Financial offer and quality

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and

N_q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;
 N_p is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and
 N_q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.6 Decimal places

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

3.11.7 Scoring Financial Offers

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

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

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer; and
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and
 A is the number calculated using the formula and option described in table 1 as stated in the tender data.

Table 1 – Formula for calculating the value of A^a

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Formula	Basis for comparison	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m/P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

3.11.8 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.

3.11.9 Scoring quality

Score each of the criteria and subcriteria 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:

$$N_Q = W_2 \times S_o/M_s$$

where: S_o is the score for quality allocated to the submission under consideration; and
 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

3.12 Insurance provided by the employer

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

3.13 Acceptance of tender offer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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, 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.

3.14 Prepare contract documents

3.14.1 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.

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

3.15 Complete adjudicator's contract

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

3.16 Notice to unsuccessful tenderers

3.16.1 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.

3.16.2 The successful tenderer will be notified of the employer's acceptance of the tender, the other unsuccessful tenderer's can visit the website of Joe Morolong Local Municipality where the notification will be posted.

3.17 Provide copies of the contracts

3.17.1 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.

3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions offender, 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 1: THE BID

PART T2 Returnable Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: B240-2024

Section T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 Returnable Schedules required for bid evaluation purposes

Bidders must complete these forms and/ or submit them with the bid documents.

- Documentary proof of registration of the company
- Proof of shareholding documents
- Proof of Banking Details and Bank Grading of C or Higher. Certification from Bank to be submitted with Bid.
- BBBEE certificate if registered
- Proof of physical address
- Certificate of Authority for Signatory (also submit for joint ventures where applicable)
- Compulsory Enterprise Declaration Questionnaire
- Record of Addenda to Bid Documents
- Proposed Amendments and Qualifications
- Schedule of Plant and Equipment
- Schedule of the Bidder's Experience
- Previous Works carried out
- CIDB Registration Certificate
- Schedule for Labour Content

T2.1.2 Other Documents required for bid evaluation purposes

- Tax Clearance Certificate issued by South African Revenue Services and SARS PIN (**valid**)
- An Accredited certified copy or original BBBEE Certificate by SANAS or IRBA accredited
- Contract Participation Goal
- Schedule of Subcontractors
- Form of Bid
- Appendix to Form of Bid
- Financial References
- Preferencing Schedules
- Declaration of Interest
- Declaration of Bidders Past Supply Chain Management Practices
- Proof of company address or lease agreement whichever applies obtainable from your local municipality, tribal authority or landlord
- Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority
- Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months
- Certified copies of identity documents (ID's) of all directors/members
- Joint Venture Agreement. Must be bid specific
- Proof of company registration on Central Supplier Database (CSD)

T2.1.3 Returnable Schedules that will be incorporated into the contract

- Record of Addenda to Bid Documents
- Preferencing Schedules
- BBBEE level of contribution
- CIDB Registration
- Tax Clearance Certificate issued by South African Revenue Services (**original valid**)
- Form of Bid

T2.1.4 Other Documents that will be incorporated into the contract

- Appendix to form of Bid
- General Conditions of Contract 2015

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Project Specifications as issued by the Employer's Agent
- Drawings as issued by Employer's Agent
- C1.1 Agreements
- C1.2 Contract Data
- C2.2 Bills of Quantities
- C6.1 Supply Chain Management Policy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section T2.2 Returnable Schedules

BIDDERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE BID AS THE BID WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE BIDDERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T.2.2.1

JUNE 2020

	Description	Compulsory	Tick
T2.2.1	Authority for Signatory	Yes	
T2.2.2	Certificate of Authority for Joint Venture	Yes	
T2.2.3	Schedule of Construction Plant	Yes	
T2.2.4	Schedule of Work Carried Out by Bidder	Yes	
T2.2.5	Present Commitments	Yes	
T2.2.6	Amendment or Qualifications by the Bidder	Yes	
T2.2.7	Schedule of Proposed Subcontractors	Yes	
T2.2.8	Estimated Monthly Expenditure	Yes	
T2.2.9	Details of Proposed Structured Training Programme	Yes	
T2.2.10	Labour Utilisation	Yes	
T2.2.11	Supervisory and Safety Personnel	Yes	
T2.2.12	Compliance with OHSA (Act 85 of 1993)	Yes	
T2.2.13	Record of Addenda to Bid Documents	Yes	
T2.2.14	Compulsory Enterprise Questionnaire	Yes	
T2.2.15	Preference points claim i.t.o. Preferential Procurement Regulations 2022 (MBD6.1)	Yes	
T2.2.16	Financial References	Yes	
T2.2.17	Rates for Special Materials	Yes	
T2.2.18	Declaration of interest (MBD4)	Yes	
T2.2.19	Declaration of Bidder's past Supply Chain Management Practices (MBD8)	Yes	
T2.2.20	Form of Bid	Yes	
T2.2.21	Construction Industry Development Board (CIDB) Registration	Yes	
T2.2.22	Company Registration	Yes	

Bidder..... **Sign**.....

Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.1 : AUTHORITY FOR SIGNATORY

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

An example is shown below:

"By resolution of the board of directors taken on

Mr

has been duly authorized to sign all documents in connection with the Bid for Bid No

B240-2024 and any contract which may arise there from on behalf of

(BLOCK CAPITALS)

.....

.....

SIGNED ON BEHALF OF THE COMPANY:.....

IN HIS / HER CAPACITY AS:

DATE :

SIGNATURE OF SIGNATORY.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.2 : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

This Returnable Schedule is to be completed by joint ventures.

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

FULL NAME

, authorised signatory of the company:

COMPANY

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

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

The Joint Venture Agreement must be bid specific. All parties must be registered on the Central Supplier Database (CSD).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

Give details of delivery arrangements. Certification from Supplier that the plant will be available must be supplied with the bid.

[illegible]

SIGNED ON BEHALF OF BIDDER.....

DATE.....

Contractor

Witness 1

Witness 2

11

Employer

10

Witness 1

Witness

BID NO: B240-2024

The Bidder shall list below the last ten civil engineering contracts of a similar nature awarded to him. This information is material to the award of the Contract. **Attach Completion Certificates for the projects listed.**

[illegible]

11/11/2019

Page 10

11

11/11/2019

11

1

Witness 2

SIGNED ON BEHALF OF BIDDER :DATE.....

Page 52 of 335

BID NO: B240-2024

[illegible]

DATE.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness



SECTION T2.2.7 : SCHEDULE OF PROPOSED SUBCONTRACTORS

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

The Bidder shall list below the subcontractors he wishes to employ for part(s) of the work.

Acceptance of this Bid shall not be construed as approval of any or all of the listed subcontractors. If any or all of the subcontractors are not approved subsequent to acceptance of the Bid, it shall in no way invalidate this Bid, and the tendered unit rates for the various items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

SIGNED ON BEHALF OF TENDERER :

DATE.....

ContractorWitness 1Witness 2EmployerWitness 1Witness

SECTION T2.2.8 : ESTIMATED MONTHLY EXPENDITURE

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

The Bidder shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amounts for Contingencies and Contract Price Adjustment must not be included.*

MONTH	VALUE
1	R
2	R
3	R
4	R
5	R
6	R
7	R
8	R
9	R
10	R
11	R
12	R
13	R
Final Certificate etc	R..... COMPLETION OF CONTRACT
TOTAL	R

SIGNED ON BEHALF OF BIDDER:

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.9 : DETAILS OF PROPOSED STRUCTURED TRAINING PROGRAMME

BID NO: **B240-2024**

Panel of Contractors for Borehole Drilling (3 Years Period)

Health and Safety training

Training organization:

Address:

Tel number:

Contact person:

Number and details of trainers to be utilised:.....

Venue of training:

Course name				
Course duration				
Course venue				
Course content				

SIGNED ON BEHALF OF BIDDER :

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.10 : LABOUR UTILISATION

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

Labour Categories – Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect after the Project Specifications or Standardised Specifications.

1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities:

- a) Supervision;
- b) Maintaining discipline;
- c) Ensuring safety on the workplace;
- d) Being responsible to the Contractor for efficiency and production for his portion of the works and;
- e) Performing skilled work, whether in an instructional capacity or otherwise.

2. Charge hand

An employee engaged in any one or more of the following activities;

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) Giving out work to other employees under his control and supervision;
- c) Ensuring safety on the workplace;
- d) Maintaining discipline; and
- e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

4. Team Leader

An employee engaged in any one or more of the following activities:

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) Giving out work to other employees under his control and supervisory;
- c) Maintaining discipline;
- d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

5. Skilled Employee

An employee engaged in an ancillary trade or an assistant artisan.

6. Semi-Skilled Employee

An employee with any specified skills, an apprentice or a trainee-artisan.

7. Unskilled Employee

An employee engaged on any task or operation not specified above.

8. Imported Employee

Personnel permanently employed by Contractor.

9. Local Employee

Temporary workforce employed through Labour Desk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

MAN DAYS

Categories	No. Of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

SIGNED ON BEHALF OF BIDDER :

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.11 : SUPERVISORY AND SAFETY PERSONNEL

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Service (Years)	Name of Project And year executed	Value of Works	Position Occupied
Contracts Manager						
Contractor's Site Agent						
Contractor's Foremen						
Constructional Health and Safety Officer						

Bidders shall indicate the percentage of working time these persons will be engaged on site. Bidders are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNED ON BEHALF OF TENDERER :

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION T2.2.12 : COMPLIANCE WITH OHSA (ACT 85 OF 1993)

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

Bidders 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 Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). **YES / NO**

How is this policy communicated to all employees?

4. Does the Contractor keep records of safety aspects of each construction site? **YES / NO**
If yes, what records are kept?

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? **YES / NO**
If yes, please explain his duties and provide a copy of his CV

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training in place? **YES / NO**
(If yes, provide a copy)

SIGNED ON BEHALF OF BIDDER :

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.13 : RECORD OF ADDENDA TO BID DOCUMENTS

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Bidder _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.14 : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly
or the National Council of Province
a member of the board of directors of any
municipal entity
an official of any municipality or municipal
entity

an employee of any provincial department,
national or provincial public entity or
constitutional institution within the meaning of
the Public Finance Management Act, 1999 (Act
1 of 1999)
a member of an accounting authority of any
national or provincial public entity
an employee of Parliament or a provincial
legislature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

*insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.15 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Specific Goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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

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

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS (20)	
• B-BBEE status level of Contributor	10
• Locality	10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals 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) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 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	
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1 POINTS AWARDED FOR PRICE

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 $P_{\max}$ = Price of highest acceptable tender

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the bid and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to bidders: The bidder must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this bid	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the bidder)	Number of points claimed (80/20 system) (To be completed by the bidder)
1. B-BBEE Status Level of Contributor	N/A	10	N/A	
2. Locality	N/A	10	N/A	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

4.3 **SPECIFIC GOALS CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022:**

4.3.1 **NOTE 1 – B-BBEE STATUS LEVEL OF CONTRIBUTOR**

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of BBEE/Certified Sworn Affidavit and ID Copy of business Owner (s) contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 1) is not an eliminating factor BUT zero point will be scored.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	8	4
4	5	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

4.3.2 **NOTE: 2 – LOCALITY**

It must be noted that total 100% points are obtainable in relation to the requirements as mentioned on the table above. Proof of in the form of Updated record of Rates and Taxes, Lease Agreement, Affidavit and Tribal Authority Letter and Ownership Information contained in the Central Suppliers Database (CSD) full report. Failure to submit evidential supporting documents (refer to Note: 2) is not an eliminating factor BUT zero point will be scored

Category	Specific Goals Points
1. Enterprises located within the Joe Morolong Local Municipality	10
2. Enterprises located within the John Taolo Gaetsewe District Municipality	8
3. Enterprises located within the Northern Cape Province	2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

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

5.1 Name of company/firm:.....

5.2 VAT registration number:.....

5.3 Company registration number:.....

5.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state 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, if deemed necessary.

WITNESSES

1.
2.

 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.16 : FINANCIAL REFERENCES

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

(a) **FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

(b) **DETAILS OF COMPANY'S BANK**

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for a reference:

DESCRIPTION OF BANK DETAIL	BANK DETAIL APPLICABLE TO COMPANY HEAD OFFICE	BANK DETAIL APPLICABLE TO THE SITE OF THE WORKS
Name of bank		
Branch name		
Branch code		
Street address		
Postal address		
Name of manager		
Telephone number	()	()
Fax number	()	()
Account number		
Bank Rating Attach Proof to Tender Document		

SIGNED AT ON THIS DAY OF 200.....

SIGNED ON BEHALF OF BIDDER :

NAME OF SIGNATORY :

NAME OF COMPANY :

AS WITNESSES : 1

2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.17 : RATES FOR SPECIAL MATERIALS

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The rates and prices for the special materials shall be furnished by the Bidder, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

SPECIAL MATERIAL	UNIT	DELIVERY*	RATE OR PRICE FOR THE BASE MONTH **

* Indicate whether the material will be delivered in bulk or in containers.

** Rate or price for the base month shall be for residual bitumen content.

SIGNED ON BEHALF OF BIDDER :

Notes to Bidder:

1. When called upon to do so, the bidder shall substantiate the above rates or prices with acceptable documentary evidence.
2. Refer to clause 49(3) of the General Conditions of Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness
---	--	--	---	--	--

SECTION T2.2.18 : DECLARATION OF INTEREST (MBD4)

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.....

.....

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars.....
.....
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars.....
.....

*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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

- (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 Shareholder² 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

2

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

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED

FULL NAME

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

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

..... Signature	 Date
..... Capacity	 Name of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

SECTION T2.2.19 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

Item	Question	Yes	No
3.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality 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 ☐
3.5.1	If so, furnish particulars:		

CERTIFICATION**I, THE UNDERSIGNED****FULL NAME****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.****I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

..... Signature	 Date
..... Position	 Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION T2.2.20 : FORM OF BID

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Joe Morolong Local Municipality on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Joe Morolong Local Municipality during the validity period indicated and calculated from the closing hour and date of the bid;
 - (b) This bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions and Procedures in regard to Bid, Contract and Order and Preference Certificate with which I am/we are fully acquainted;
 - (c) If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Joe Morolong Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Joe Morolong Local Municipality and I/we will then pay to the Joe Morolong Local Municipality any additional expense incurred by the Joe Morolong Local Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Joe Morolong Local Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Joe Morolong Local Municipality may sustain by reason of my/our default;
 - (d) If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post or by telegram and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicilium citandi et executandi in the Republic at (full address of this place)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have participation*/no participation* in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of bidders(s) involved.

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

* Delete whichever is not applicable.

7. Are you duly authorised to sign the bid? * YES/NO
8. Has the Declaration of Interest (Section2.2.18) been duly completed * YES/NO
and included with the other bid forms?

SIGNATURE (S) OF BIDDERS OR ASSIGNEE (S)	:
DATE	:

Capacity and particulars of the authority :
under which this bid is signed :

Name of tenderer	}	(In block letters)	:
Postal address	}		:
			:

Telephone No.(s) (Toll free if applicable) :

Facsimile No. :

Bid No. :

Name of contact person (In block :
letters) :
:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

I/we offer to construct, complete and maintain the Works, and remedy defects in the whole of the said Works in conformity with the Contract Documents for the sum of

.....
(Amount in Words)

.....

..... (R *)
or such other sum as may be determined in accordance with the Contract. Our tendered

Goal Declaration is.....%.

.....
* Including VAT

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

**SECTION T2.2.21 : CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)
REGISTRATION**

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

**REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB) IS NOT
REQUIRED FOR THIS BID**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

SECTION T2.2.22 : COMPANY REGISTRATION

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

The Bidder is to affix to this page :-

- Certified copy of Company/Close corporation registration documents from Registrar of Companies (eg. CK1, CM1, CM29 etc).
- Certified copy of Partnership Agreement (if bidder is a Partnership)
- Certified copy of deed of Trust (if a Trust is involved)
- Certified copies of Identity documents for all directors/members.
- Recent statement as proof of payment of municipal services (rates and taxes) for both company and all directors of the company. Not older than three months.
- Proof of company address or lease agreement whichever applies obtainable from your local municipality, tribal office or landlord.
- Proof of residence of all directors as they appear on the company registration certificate obtainable from your local municipality or tribal authority.
- Proof of company registration on the Central Supplier Database (CSD).

Note:-

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 2: THE CONTRACT

PART C1 Agreements and Contract Data

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

LIST OF CONTRACT DOCUMENTS

The following documents form part of this contract:

- Volume 1: The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract. The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.
- Volume 2: The SANS Standard Specifications for Engineering Construction prepared by the Standards South Africa. These publications are available and bidders must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.
- Volume 3: The Project Document containing the Bid Notice, Conditions of Tender, Bid Data, Returnable Schedules, Form of Offer, General and Particular Conditions of Contract, Pricing Schedule, Project Specifications and Site Information, issued by the Employer (See note 1 below). The Employer's Form of Acceptance and any correspondence from the selected Bidder, performance security-demand guarantee and all addenda issued during the period of tender will also form part of this volume once a Bidder has been appointed.

Notes to Tenderer

- Volume 3 is issued at tender stage in paper format.**
At contract stage Volume 3 will be a bound signed paper copy containing the following documents:
 - Returnable schedules relevant to the project
 - Agreements and Contract Data
 - Pricing Data
 - Scope of Work
 - Site Information
- SUBMISSION OF BID – Refer to clause 2 in the Bid Data**
Information provided by a Bidder over and above the above elements of Volume 3 shall be treated as information only and will only be bound into the document if the Bidder notes on Section T2.2.6 – Amendment or Qualifications by the Bidder that the information has a bearing on the Bid price.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1 : AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

Contract No: **B240-2024** for the **Panel of Contractors for Borehole Drilling (3 Years Period)**

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Bidder 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:

AS PER ATTACHED RATES PER THE BILL OF QUANTITIES (SECTION 2.2 / 2.3)

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature (of person authorized to sign
the bid): _____

Name (of signatory in
capitals): _____

Capacity (of
signatory): _____

Name of Bidder
(organisation): _____

Address: _____

Telephone
Number: _____

Fax Number: _____

Witness:

Signature: _____

Name (in
capitals): _____

Date: _____

[Failure of a Bidder to sign this form will invalidate the bid]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract, and identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 Agreement, and Contract Data, (which include this Agreement)

Part C2 Pricing Data, including the Bill of Quantities

Part C3 Scope of Work

Part C4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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 Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within 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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature: _____

Name (in
capitals): _____

Capacity: _____

Name of Employer
(organization): _____

Address: _____

Witness: Signature: _____ **Name:** _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

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

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

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

1. **Subject:** _____
Details: _____

2. **Subject:** _____
Details: _____

3. **Subject:** _____
Details: _____

4. **Subject:** _____
Details: _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder 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 bid documents and the receipt by

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature: _____

Name: _____

Capacity: _____

Bidder (*Name and address of* _____
_____)

Witness:

Signature: _____

Name: _____

Date: _____

FOR THE EMPLOYER:

Signature: _____

Name: _____

Capacity: _____

Employer (*Name and address of* _____
_____)

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Joe Morolong Local Municipality

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or www.saice.org.za.

CONTRACT DATA

The terms of Appendix 2 of the General Conditions of Contract for Construction Works, 3rd Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part 1: Data 1: Data provided by the Employer and amendments to the General Conditions of Contract

	CLAUSE	
Defects Liability Period	1.1.1.13	12 months
Name of Employer	1.1.1.15	JOE MOROLONG LOCAL MUNICIPALITY
Name of the Engineer	1.1.1.16	BVi Consulting Engineers
Contractor	1.1.1.9	Name: Address: Contact:
Contract sum	1.1.1.10	"Contract sum" means the Price tendered by the Contractor and accepted by FUNDING AGENT: JOE MOROLONG LOCAL MUNICIPALITY and arithmetic errors has been corrected.
Commencement	1.1.1.5	"Commencement Date" means the date of receipt by the Contractor of the following whichever date of receipt is the earliest: 1. Letter of appointment 2. Handover of site 3. Order to commence "Commencement of Work" will only take place once the following documentation was submitted to the office of the Consulting Engineer" 1. Letter of acceptance 2. Original Construction Guarantee 3. Letters of Appointment of Site Agent and OHS Person 4. Registration of Project at Department of Labour 5. Original Tax Clearance Certificate 6. Letter of Good standing – Workman's compensation 7. No commencement of work will be allowed unless there is a signed service level agreement between the main and sub-contractor with letter of appointment, with stated scope of work and budget allocated to the sub-contractor.
Address of Employer	1.2.1.2	Joe Morolong Local Municipality D320 Cardington Road Churchill Village KURUMAN 8460 Tel : (053) 773 9300 Fax : (053) 773 9350

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address of Engineer	1.2.1.2	17 President Steyn Avenue Westdene Bloemfontein 9301 Tel: 051 – 447 2137 Fax: 051 – 447 6056
Year end break	1.6	If applicable during the duration of the construction period.
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.
Labour costs	4.3	The minimum statutory labour rates as set by the Department of Labour for the area where the site is located must be adhered to by the contractor or as per JOE MOROLONG LOCAL MUNICIPALITY
Cession Subcontractors and Material Suppliers	4.4	Add the following to the Clause: The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue installment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. The Retention money due to the Contractor will not be payable to the contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession suppliers and subcontractors and any other payments due has been paid in full.
Patent Rights	4.6	The following Sub clause is added to Clause 4.6: "The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."
Contractor's Employees	4.10	Add the following to Clause" The Contractor is to utilize labour where possible (Refer to Project Specifications)
	4.10	Add the following :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		"The Contractor is responsible for the behavior and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangement to prevent unlawful or inappropriate behavior, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel."
Community Liaison Officer (CLO)	4.10 4.8.1.2	A CLO will be appointed by the Municipality for this contract and will be paid by the Municipality via the contractor on a monthly basis. In the event of different contractors appointed for different works, it is possible to appoint more than one CLO where it is deemed practical to do so by the employer. The CLO will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc.
Contractor's Employees	4.10 4.8.1.2	It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. All work specified in Schedule of Quantities and Project Specifications except excavations in hard rock and not applicable material must be done utilizing labour based construction methods. The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under the clause. Add the following to the clause: "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety. The Contractor shall do nothing to dissuade targeted labour from participating in training programs and shall take reasonable steps to ensure that nominated labour is provided with two days formal training for every 30 days worked. Proof of compliance will be required from the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Contractor prior to the submission of the final payment certificate.” All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e. team leaders and safety officer and Project Managers NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manage.
Contractor's Obligations	4.12	Add to the clause: “All cost in complying with the provision of complying with Clause 4.8; 4.9; 4.10 and 4.11 shall be allowed for the rates tendered”
Contractor's superintendence	4.12	Add the following new clause: “The Contractor or his representative shall attend al site meeting with the Employer and/ or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings. Add the Following additional Clause 22.2: “The Tenderer is to fill in the names of the site agent and foreman in the space provided in T2.2.12
Commencement of works	5.3	Within 14 days of Commencement Date On the commencement of Work (Site handover) the Engineer shall deliver to the contractor 3 copies of the drawings. A copy of the signed contract document will be prepared after signing of the contract. Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer: 1. Letter of Acceptance 2. Construction/Performance Guarantee 3. Health & Safety File 4. Letter of Appointment of OHS Rep or Officer 5. Letter of Good Standing Workman's Compensation 6. Prove of submission of Registration of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Project at Department of Labour. 7. Signed service level agreement and appointment letter between the main contractor and the nominated sub-contractor.
Program of Works	5.6	Within 14 days of Commencement Date
Special Non-Working days	5.8.1	The period 16 December to 5 th January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day, Youth Day, Women's Day, Heritage Day and Easter Monday Holidays.
Extension of time for completion	5.12	In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor. No Extension of time for completion will be granted on accounts of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ The symbols shall have the following meanings: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded. Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below. Rw = Actual Rainfall in mm for the calendar month under consideration. X = 10 Y = 10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative, the time for completion shall not be reduced due to abnormal low rainfall. Extension of time for part of a month shall be calculated using pro rata values of Nn and Rn. The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm. $Rw - Rn$ The factor ----- shall be considered to represent X a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which should be treated separately as far as extension of time is concerned. Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend this readings and shall at his own expense take all necessary precautions to ensure that the rain gauge be interfered with by unauthorized persons.
Penalty for Delay	5.13	R 5000.00 per calendar day
Penalty for Non-Compliance		For any non-compliance of any item as stated in the tender document, with strong reference to Nominated Sub-Contracting, a total amount of 20% of the total Construction cost per project will be applied upon approval by the Client.
Time for Completion	5.14	As per Service Level Agreement (various projects with different time frames)
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: “.....and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable”
Defects liability period	5.14.5.2	Add to Sub-Clause 5.14.5.2: “In the event of the Contractor not completing all

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention application to the Period of Maintenance shall apply such extension."
Guarantee Sum	6.2	10% of total contract amount per project including Contingencies, VAT for the full construction period.
Duration of Guarantee	6.2.3	Until issue of Certificate of Completion
Amendments to Schedule of Quantities	6.3	The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under "Preliminary and General" will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable. The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.
Variations	6.4	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates.
Daywork percentages	6.5.1.1	As tendered in Schedule of Quantities
Scheduled of Quantities – Estimated quantities	6.7	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site. Add to clause: "An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.
Contract Price Adjustment	6.8.2	The following values for the different factors are to be used as per SAFCEC guidelines: $X = 0.10$

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		aLt (Labour) = 0.25 bPt (Plant) = 0.15 cMt (Material) = 0.55 dFt (Fuel) = 0.05 The different values for the calculation of the price adjustment factor shall be for the Northern Cape Province and the Diesel index shall be for the Kimberley area. The coefficient for fuel may need to be revised from time to time, as it has a tendency to increase out of proportion to the other factors in the CPA formula.
Contract Price Adjustment Schedule	6.8.2	Applicable
Site materials	6.8.3	Not applicable to this contract
Vesting of Materials	6.9	Add to Sub-Clause 6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property.
Valuation of material brought onto site	6.10	Add to Clause 6.10.1.5: "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed are owned by the Contractor, accompanied by proof of ownership(invoice; delivery note and receipt). The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract"
Delivery of Contractors Statement	6.10.1	Monthly
Delivery of payment certificate by Engineer to Employer	6.10.1	7 days
Materials on Site	6.10.1.5	80%
Retention Money	6.10.3	No interest will be paid on retention money.
Retention Guarantee	6.10.3	A Retention Guarantee is NOT Acceptable.
Limit of retention money	6.10.3	10%, Practical completion 5%
After receipt by Engineer of Contractor's statement, Employer to pay Contractor within	6.10.4	28 days
Variation exceeding 15 per cent	6.11	*Change "15" per cent" whatever it appears in the margin or in the text to "60 per cent"
Defects Liability Period	6.14.5.2	12 Months

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Information in respect of plant	7.1	Add to Sub-Clause 7.1.1: a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue installment, or any sum payable under the agreement for hire, lease of hire purchase, and, in the event of so doing, any amount so paid by the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) Possession of all Constructional Plant and Temporary works provided by Sub-Contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors.
Contract Guarantee	7.1	Within 14 days of the Commencement Date Add the following to the Clause: "The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfillment of the contract, should the Subsidiary Company be unable to do so."
Quality of materials and workmanship	7.2	Add to Sub-Clause 7.2: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural materials required in the execution of the Works shall be located by the Contractor. No materials shall be used until it has been approved by the Engineer."
Payment to labour-	8.1	Payment for works identified in the Scope of Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

intensive component of the works		as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way of his obligations whether in contract or in delict.
Insurances	8.6	Special consideration should be given to damage to existing infrastructure.
Other Insurances	8.6.1.2	Special Risk Insurance – SASRIA (coupon to be provided)
Limit of indemnity	8.6.1.3	R 5 000 000 per claim, claims unlimited (consultants only)
Cancellation of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Cancellation of the Contract by the Employer	9.2.1	14 days
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms.
Time within which Works to be commenced	10.1	14 Days after the Commencement Date.
Preferred method for determination of disputes	10.7	Arbitration
Access to the site	11	Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners of tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.
Programme to be furnished within	12.2	14 Days after the issuing of the Letter of Acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Part 2 DATA PROVIDED BY THE CONTRACTOR

Clause	Contract Data		
1.2.2	The address of the Contractor is:		
1.8	The name of the Contractor is:		
46.3	The variation in cost of special materials is:		
	Special Material	Method	Price for Base Month

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BID NO: B240-2024

FOR

Panel of Contractors for Borehole Drilling (3 Years Period)

**AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY
ACT**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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 JOE MOROLONG LOCAL MUNICIPALITY (hereinafter called "the Employer") of the one part,
herein represented by
in his capacity as
and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the
provisions of Act No 7 of 1998,
and
(hereinafter called "the Mandatary") of the other part, herein represented by
.....
in his capacity as
and being duly authorised by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz Panel of Contractors for Borehole
Drilling (3 Years Period).
.....

and has accepted a Bid by the Mandatary for the construction, completion and maintenance of such
Works and whereas the Employer and the Mandatary have agreed to certain arrangements and
procedures to be followed in order to ensure compliance by the Mandatary with the provisions of the
Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatary shall execute the work in accordance with the Contract Documents pertaining to
this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a
written notice from the Employer or engineer requiring him to commence the execution of the
Works, to either -
 - (a) The date of the Final Certificate issued in terms of Clause 55 of the Committee of Land
Transport Officials General Conditions of Contract 1998 (hereinafter referred to as "the
GCC"), as contained in Volume 1 of the Contract Documents pertaining to this Contract,
or
 - (b) The date of termination of the Contract in terms of Clauses 10.2 & 10.3 of the GCC
2010.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The Mandatary declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of Employers to their employees
 - (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
 - (iii) Section 37 : Acts or omissions by employees or mandataries
 - (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 Mandatary and to all his subcontractors.
- 4 In addition to the requirements of Clause 36 of the GCC (as amended by Special Condition of Contract contained in Volume 3 of the Contract Documents pertaining to this Contract) and all relevant requirements of the above-mentioned Volume 3, the Mandatary agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatary is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatary warrants that all his and his subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatary undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatary and/or his employees and/or his subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER :

Witness		Witness	
(Name)		(Name)	
(Print)		(Print)	

SIGNED FOR AND ON BEHALF OF THE MANDATARY :

Witness		Witness	
(Name)		(Name)	
(Print)		(Print)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE A

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

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

An example is given below:

"By resolution of the board of directors passed at a meeting held on 20.....,
Mr/Ms..... whose signature
appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS : WITNESS :

NAME (in capitals): NAME :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.4 FORM OF GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Engineer” means:

“Works” means:

“Site” means:

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

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

Amount in words: R

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

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Acts No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date.....

Guarantor's signatory (1)

Capacity

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

Capacity.....

Witness signatory (1)

Witness signatory (2).....

Part C1.5 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the.....day of 20.....between: the
Employer
(name of company / organisation).....

of (address).....

.....and the
Contractor
(name of company / organisation)

of (address).....

..... (hereinafter called **the Parties**)

And (name).....

Of (address)
(hereinafter called **the Adjudicator**)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Disputes or differences may arise/have arisen* between the Parties under a Contract

dated..... and known as Contract No.....

(Contract title).....

and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "**the Procedure**") and the Adjudicator may be or has been requested to act.

(* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED BY:

(Signature):..... (Signature):..... (Signature):.....

Name: **Name:** **Name:**

who warrants that he/ she is
 duly authorised to sign for and
 on behalf of the **First Party** in
 the presence of

who warrants that he/ she is
 duly authorised to sign for
 and on behalf of the **Second
 Party** in the presence of

the **Adjudicator** in the
 presence of

Witness:

Witness:

Witness:

(Signature)..... (Signature)..... (Signature).....

Name: **Name:** **Name:**.....

Address: Address: Address:

Date: Date: Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section C1.5: Protection of the Environment Declaration

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: **B240-2024**

CONTRACT TITLE: **Panel of Contractors for Borehole Drilling (3 Years Period)**

I/ we,(Contractor) record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognize and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Bills of Quantities items for the Environmental Management Programme.

4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Employer's Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:

- 4.1 The Employer's Agent, in determining the amount of such fine, shall take into account, inter alia, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences

The Employer's Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Employer's Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....

CONTRACTOR

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section C1.6: Insurance Broker's Warranty

Pro Forma

Letterhead of Contractor's Insurance Broker

Date

JOE MOROLONG LOCAL MUNICIPALITY
Municipal Building - Cardington Road
(Near Churchill Village), Mothibistad
Kuruman, 8460

Dear Sir

CONTRACT NO.: **B240-2024**

CONTRACT TITLE: **Panel of Contractors for Borehole Drilling (3 Years Period)**

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the Joe Morolong Local Municipality with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Yours faithfully

Signed:

For:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section C1.7: Contract of Temporary Employment as Community Liaison Officer

Construction Contract No.: **B240-2024**

PROJECT: **Panel of Contractors for Borehole Drilling (3 Years Period)**

AGREEMENT made between the CONTRACTOR

and the Community Liaison

Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above-named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be R5000.00 per month. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.

3.2 Maximum hours of work:

- (i) 9¼ hours per day
- (ii) 45 hours per week;
- (iii) 5 days per week;
- (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
- (v) A spread-over period of 12 hours.

3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.

3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

3.5 Workers and the CLO will not be permitted to work under conditions of:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) criminal actions by the employee;
- (v) strike action or political stayaways.

3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behavior:

- (i) undisciplined or unruly behavior;
- (ii) insubordination to Team Leader, Supervisors or Management;
- (iii) abuse of intoxicating substances;
- (iv) willful or negligent damage to or loss of machines or equipment.

The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.

The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.

3.7 The CLO will be paid on monthly basis, on the same date as the rest of the workers on site.

3.8 The CLO shall be given a statement with each payment on which is recorded:

- (i) the name of the Contractor;
- (ii) the CLO's name;
- (iii) the number of days worked by the CLO;
- (iv) the rate per day;
- (v) the details of any deductions made;
- (vi) the actual amount paid to the CLO.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 2: THE CONTRACT

PART C2 Pricing Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS LIST

Section	Description
Section C2.1	Pricing Instructions
1.	General
2.	Pay Items
3.	Quantities
4.	Rates
Section C2.2	Bill of Quantities
Schedule 1	Preliminary &General
Schedule 2	Drilling
Schedule 3	Occupational Health and Safety
Section C2.3	Summary of Schedules
Section C2.4	Schedule of Particulars

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Part C2.1: Pricing Instructions

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

SECTION C2.1: PRICING INSTRUCTIONS

1. GENERAL

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Rates. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Schedule of Rates shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

- Unit : The Unit of measurement for each item of work in terms of the Scope of Work.
- Quantity : The number of units for each item.
- Rate : The payment per unit of work at which the tenderer tenders to do the work.
- Amount : The product of the quantity and the rate tendered for an item.
- Lump sum (L.Sum) : An amount tendered for an item, the extend of which is described in the Pricing Instructions, Schedule of Rates or the Scope of Work but the quantity of work of which is not measured in any units.

2. PAY ITEMS

The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction (SANS 1200) is applicable, subject to the variations and amendments contained in section C3.4.

Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Schedule of Rates, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The units of measurement described in the Schedule of Rates are metric units. Abbreviations used in the Schedule of Rates are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum =	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Pa	=	kilopascal	wt	=	wall thickness
w/day	=	workday	dia	=	diameter
BH	=	borehole	R/only	=	rate only

3. QUANTITIES

- 3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 3.2 The quantities set out in the Schedule of Rates are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Schedule of Rates, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

4. RATES

- 4.1 The prices and rates to be inserted in the Schedule of Rates are to be full inclusive prices for the work described under the several items. Such prices

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

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

- 4.2 A price or rate is to be entered against each item in the Schedule of Rates, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Rates and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- 4.6 All rates and sums of money quoted in the Schedule of Rates shall be in Rands and whole cents. Fractions of a cent shall be discarded.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

- 4.7 All prices and rates entered in the Schedule of Rates must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Schedule of Rates.
- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Rates, and separate additional payments will not be made.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION C2.2: BILL OF QUANTITIES

SCHEDULE 1 : PRELIMINARY & GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
1.		SCHEDULE 1 : PRELIMINARY & GENERAL				
1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements	Sum			
	8.3.2	First establishment of facilities on Site at the depot or Contractors' main camp for the contract in the Region	Sum			
	PSA7.3.1					
1.1.2	8.3.2.2	Facilities for Contractor				
		a) Offices and storage sheds	Sum			
		b) Workshops	Sum			
		c) Living Accommodation	Sum			
		d) Ablution and latrine facilities	Sum			
		e) Tools and equipment	Sum			
		f) Water Supplies, electric power and communications	Sum			
		g) Access (Subclause 5.8)	Sum			
		h) Plant	Sum			
1.1.3	8.3.3	Other fixed-charge obligations	Sum			
1.1.4	8.3.4	Remove Contractor's site establishment on completion or interim de-establishment (Only on written instruction of Engineer)	Sum			
1.1.5	PSA7.3.2	Inter-hole movements (New boreholes as well as rehabilitation of boreholes)				
		a) Movements to site 10 km or less in distance	No	20		
		b) Extra over for Item 1.1.5. a) for sites in excess of 10 km	km	2 250		
1.1.6	PSA7.3.4	Establishment costs payable to the Contractor when re-establishing in a region (only on written instruction of the Engineer)	Sum			
1.2	8.4	TIME-RELATED ITEMS (Total for programme)				
1.2.1	8.4.1	Contractual Requirements	Month	6		
TOTAL CARRIED FORWARD						

C2.2.1

SCHEDULE 1 : PRELIMINARY & GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
1.2.2	8.4.2	Operate and maintain facilities on Site	Month	6		15 000.00
	8.4.2.2	Facilities for Contractor for duration of construction				
		a) Offices and storage sheds	Month	6		
		b) Workshops	Month	6		
		c) Living Accommodation	Month	6		
		d) Ablution and latrine facilities	Month	6		
		e) Tools and equipment	Month	6		
		f) Water Supplies, electric power and communications	Month	6		
		g) Access (Subclause 5.8)	Month	6		
		h) Plant	Month	6		
1.2.3	8.4.3	Supervision	Month	6		
1.2.4	8.4.4	Company and head office overhead costs	Month	6		
1.2.5	8.4.5	Other time-related obligations	Month	6		
1.2.6		Labour Based Methods to prepare access roads	W/day	20		
1.3	8.5	PRIME COST ITEMS				
		Obtain, co-ordinate and supervision of a specialist subcontractor for specialised activities to be executed under this programme.	PC Sum	1		
1.3.1	PSA6.2.1	Overheads, mark-up, charges and profit in respect of the obtaining, co-ordinating and supervision of a specialist subcontractor for specialised activities to be executed under this programme.	%	15 000		
TOTAL CARRIED FORWARD TO SUMMARY						

C2.2.2

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
2.	PA	SCHEDULE 2 : DRILLING				
2.1	PA 4	DRILLING CONDITION 1 (Unconsolidated and Consolidated Sediments and Igneous, Metamorphic and Fractured Carbonate Rocks)				
2.1.1		Rotary air percussion with foam Drilling 0m to 150m				
		a) Drilling of 381mm dia	m	40		
		b) Drilling of 305mm dia	m	400		
		c) Drilling of 254mm dia	m	20		
		d) Drilling of 203 or 216mm dia	m	150		
		e) Drilling of 165mm dia	m	1 200		
		f) Drilling of 152mm dia	m	20		
2.1.2		Rotary air percussion with foam - 151m to 300m (Rate to be over and above item 2.1.1)				
		a) Drilling of 254mm dia	m	20		
		b) Drilling of 203mm dia	m	20		
		c) Drilling of 165mm dia	m	100		
2.1.3		Odex Drilling (Includes supply, delivery and installation of at least 6mm sidewall Odex casing)				
		a) 273mm OD	m	20		
		b) 219mm OD	m	40		
		c) 194mm OD	m	10		
2.2	PA 4	DRILLING CONDITION 2 (Highly abrasive rocks, e.g quartzite)				
2.2.1		Rotary air percussion with foam Drilling 0m to 150m				
		a) Drilling of 381mm dia	m	40		
		b) Drilling of 305mm dia	m	40		
TOTAL CARRIED FORWARD						

C2.2.3

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.2.2	PA 4	c) Drilling of 254mm dia	m	20		
		d) Drilling of 203 or 216mm dia	m	100		
		e) Drilling of 165mm dia	m	200		
		f) Drilling of 152mm dia	m	20		
		Rotary air percussion with foam - 151m to 300m (Rate to be over and above item 2.2.1)				
a) Drilling of 254mm dia		m	20			
b) Drilling of 203mm dia		m	20			
c) Drilling of 165mm dia		m	100			
2.3		DRILLING CONDITION 3				
2.3.1		(Leached/cavernous Carbonate rocks - Dolomite)				
		Rotary air percussion with foam for:				
2.3.2		Drilling from 0m up to 150m -				
		a) Drilling of 381mm dia	m	40		
		b) Drilling of 305mm dia	m	40		
		c) Drilling of 254mm dia	m	100		
	d) Drilling of 203 or 216mm dia	m	100			
	e) Drilling of 165mm dia	m	100			
	f) Drilling of 152mm dia	m	50			
	Odex Drilling (Includes supply, delivery and installation of at least 6mm sidewall Odex casing)					
	Drilling from 0m up to 150m -					
	a) 273mm OD	m	60			
2.4	PA9.6	b) 219mm OD	m	60		
		c) 194mm OD	m	10		
		CASING (Steel)				
TOTAL CARRIED FORWARD						

C2.2.4

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.4.1		Supply and delivery of beveled edge steel casing 344mm ID, minimum wall thickness 6mm	m	15		
2.4.2		Installation of beveled edge steel casing 344mm ID, minimum wall thickness 6mm	m	15		
2.4.3		Supply and delivery of slotted beveled edge steel casing 344mm ID, minimum wall thickness 6mm	m	10		
2.4.4		Installation of slotted beveled edge steel casing 344mm ID, minimum wall thickness 6mm	m	10		
2.4.5		Supply and delivery of beveled edge steel casing 312mm ID, minimum wall thickness 6mm	m	35		
2.4.6		Installation of beveled edge steel casing 312mm ID, minimum wall thickness 6mm	m	35		
2.4.7		Supply and delivery of slotted beveled edge steel casing 312mm ID, minimum wall thickness 6mm	m	10		
2.4.8		Installation of slotted beveled edge steel casing 312mm ID, minimum wall thickness 6mm	m	10		
2.4.9		Supply and delivery of beveled edge steel casing 254mm ID, minimum wall thickness 6mm	m	150		
2.4.10		Installation of beveled edge steel casing 254mm ID, minimum wall thickness 6mm	m	150		
2.4.11		Supply and delivery of slotted beveled edge steel casing 254mm ID, minimum wall thickness 6mm	m	20		
2.4.12		Installation of slotted beveled edge steel casing 254mm ID, minimum wall thickness 6mm	m	20		
2.4.13		Supply and delivery of beveled edge steel casing 215mm ID, minimum wall thickness 4.5mm	m	135		
2.4.14		Installation of beveled edge steel casing 215mm ID, minimum wall thickness 4.5mm	m	135		
TOTAL CARRIED FORWARD						

C2.2.5

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.4.15		Supply and delivery of slotted beveled edge steel casing 215mm ID, minimum wall thickness 4.5mm	m	50		
2.4.16		Installation of slotted beveled edge steel casing 215mm ID, minimum wall thickness 4.5mm	m	50		
2.4.17		Supply and delivery of beveled edge steel casing 165mm ID, minimum wall thickness 4mm	m	500		
2.4.18		Installation of beveled edge steel casing 165mm ID, minimum wall thickness 4mm	m	500		
2.4.19		Supply and delivery of slotted beveled edge steel casing 165mm ID, minimum wall thickness 4mm	m	300		
2.4.20		Installation of slotted beveled edge steel casing 165mm ID, minimum wall thickness 4mm	m	300		
2.4.21		Supply and delivery of beveled edge steel casing 152mm ID, minimum wall thickness 4mm	m	40		
2.4.22		Installation of beveled edge steel casing 152mm ID, minimum wall thickness 4mm	m	40		
2.4.23		Supply and delivery of slotted beveled edge steel casing 152mm ID, minimum wall thickness 4mm	m	20		
2.4.24		Installation of slotted beveled edge steel casing 152mm ID, minimum wall thickness 4mm	m	20		
2.4.25		Supply and delivery of beveled edge steel casing 140mm ID, minimum wall thickness 4mm	m	40		
2.4.26		Installation of beveled edge steel casing 140mm ID, minimum wall thickness 4mm	m	40		
2.4.27		Supply and delivery of slotted beveled edge steel casing 140mm ID, minimum wall thickness 4mm	m	20		
2.4.28		Installation of slotted beveled edge steel casing 140mm ID, minimum wall thickness 4mm	m	20		
TOTAL CARRIED FORWARD						

C2.2.6

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.5	PA9.6	CASING (uPVC)				
2.5.1		Supply, deliver and install the following uPVC casing (flush internal/external thread-joined, plain)				
		a) 227mm ID (Minimum wall thickness 11mm)	m	20		
		b) 203mm ID (Minimum wall thickness 9.1mm)	m	20		
		c) 181mm ID (Minimum wall thickness 8.5mm)	m	20		
		d) 165mm ID (Minimum wall thickness 7mm)	m	100		
		e) 150mm ID (Minimum wall thickness 6mm)	m	20		
		f) 127mm ID (Minimum wall thickness 6mm)	m	20		
2.5.2		Supply, deliver and install the following uPVC casing (flush internal/external thread-joined, perforated)				
		a) 227mm ID (Minimum wall thickness 11mm)	m	10		
		b) 203mm ID (Minimum wall thickness 9.1mm)	m	10		
		c) 181mm ID (Minimum wall thickness 8.5mm)	m	10		
		d) 165mm ID (Minimum wall thickness 7mm)	m	50		
		e) 150mm ID (Minimum wall thickness 6mm)	m	10		
		f) 127mm ID (Minimum wall thickness 6mm)	m	20		
2.6	PA9.6	CASING SHOES				
2.6.1		To fit 152mm ID steel casing	m	1		
2.6.2		To fit 165mm ID steel casing	m	5		
2.6.3		To fit 215mm ID steel casing	m	2		
TOTAL CARRIED FORWARD						

C2.2.7

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.6.4		To fit 254mm ID steel casing	m	2		
2.7	PA9.6(f)	RECOVERY OF STEEL CASING	m	50		
2.8	PA9.6(o)	DEVELOPMENT TIME (Work time rate)	hr	50		
2.9	PA9.6(j)	SUPPLY AND INSERTION OF FORMATION STABILISER (6 - 12mm rounded)	kg	15 000		
2.10		GRAVEL PACK				
2.10.1		0.3mm - 0.7mm	kg	200		
2.10.2		0.8mm - 1.1mm	kg	200		
2.10.3		2.4mm	kg	200		
2.11	PA9.6(n)	SANITARY SEAL (Complete per borehole)				
2.11.1		Type I (305 mm hole & 254 mm ID casing)	m	100		
2.11.2		Type II (305 mm hole & 215 mm ID casing)	m	30		
2.12	PA9.6(p)	BOREHOLE DISINFECTION (Complete per Borehole)	No	20		
2.13	PA9.6(q)	BOREHOLE PROTECTION (Complete per Borehole)	No	20		
2.14	PA9.6(r)	BOREHOLE MARKING (Complete per borehole)	No	20		
2.15	PA9.6(k)	CONCRETE COLLAR (Complete per borehole)	No	20		
2.16	PA9.7	DATA RECORDING AND REPORTING (complete per borehole)	No	20		
2.17	PA9.6(s)	FINISHING AND CLEANING UP				
2.17.1		Finish and clean-up (air percussion and Odex rigs)	No	20		
2.17.2		Finish, clean-up and site rehabilitation (mud rotary rig)	No	2		
2.18	PA10.1	STANDING TIME	hr	20		
2.19	PA9.10	REHABILITATION OF EXISTING BOREHOLES WITH THE FOLLOWING TECHNIQUES:				
TOTAL CARRIED FORWARD						

C2.2.8

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.19.1		With rotary air percussion drilling rig	hr	10		
2.19.2		With cable tool (jumper) drilling rig	hr	30		
2.20	PA10.3	REAMING OF NEW BOREHOLES				
		Reaming from 0m up to 100m -				
2.20.1		152mm & 165mm to 203mm dia	m	120		
2.20.2		203mm & 219mm to 254mm dia	m	20		
2.20.3		152mm & 165mm to 254mm dia	m	220		
2.21		EQUIPMENT REMOVAL AND RE-INSTALLATION				
2.21.1	PA10.4	a.) Removal of existing handpump for first 80m	No	1		
		b) Extra-over item 2.21.1(a) for the additional effort related to the depth >80m of the borehole to remove existing pumping equipment	m	10		
2.21.2	PA10.5	a) Reinstallation of handpump pumping equipment for the first 80m	No	1		
		b) Extra-over item 2.21.2(a) for the additional effort related to the depth of the borehole to install the existing pumping equipment >80m	m	10		
2.21.3	PA10.4	a) Removal of existing windmill equipment for the first 80m	No	1		
		b) Extra-over item 2.21.3(a) for the additional effort related to the depth of the borehole to remove existing windmill equipment >80m	m	20		
2.21.4	PA10.5	a) Reinstallation of windmill equipment for the first 80m	No	1		
		b) Extra-over item 2.21.4(a) for the additional effort related to the depth of the borehole to install the existing windmill equipment >80m	m	20		
2.21.5	PA10.4	a) Removal of existing Motorised equipment for the first 80m	No	1		
TOTAL CARRIED FORWARD						

C2.2.9

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SCHEDULE 2 : DRILLING

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
2.21.6	PA10.5	b) Extra-over item 2.21.5(a) for the additional effort related to the depth of the borehole to remove existing motorised equipment >80m	m	30		
		a) Reinstallation of Motorised equipment for the first 80m	No	1		
		b) Extra-over item 2.21.6(a) for the additional effort related to the depth of the borehole to install the original Motorised equipment >80m	m	30		
2.21.7	PA10.4	Removal of an existing standard pumphouse	No	1		
2.21.8	PA10.5	Re-erection of an existing standard pumphouse	No	1		
2.22	PA10.5	Minor repairs to existing equipment				
		a) Labour	hr	40		
		b) Material Costs	Sum	5 000		5 000.00
		c) Markup on materials	%	5 000		
		d) Travelling Costs	km	250		
TOTAL CARRIED FORWARD TO SUMMARY						

C2.2.10

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SCHEDULE 3: HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
	PHS	SCHEDULE 3: HEALTH AND SAFETY Quantities are re-measurable - Proof shall be supplied by the contractor of quantities claimed.				
3.1		NOTIFICATION OF CONTRUCTION WORK				
3.1.1		Allow for the cost of notification of construction work by the Principal Contractor.	Sum			
3.2		HEALTH AND SAFETY PLAN				
3.2.1		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for the Principal Contractor. (To be approved by Agent before commencement of work.)	No.	1		
3.2.2		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for each sub-contractor appointed by the Principal Contractor.	No.	2		
3.2.3		Overheads, charges and profit on Item 3.2.2.	%		10.00	
3.3		HEALTH AND SAFETY MAIN FILE				
3.3.1		Allow for the cost to compile a health and safety file to include all the required supporting documentation as follows: (NOT TO BE REMOVED FROM SITE) (All files shall be lever arch files with original colour document of acceptable standards including dividers. Emergency numbers to be displayed on the back of the file. The file will be expanded during the project as and when required by the client.) Copy of H&S Act Proof of registration with COID Insurer Notification of construction work Mandatory agreement H&S Specification provided by client Copy of tender document, drawings etc				
TOTAL CARRIED FORWARD						

C2.2.11

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SCHEDULE 3: HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
3.3.2		Company Safety Policy to be signed by CEO Company organogramme with respect to H&S on specific sites. Letters of appointment for specific site List of sub-contractors Evacuation plan Risk assessments and method statements Safe work procedures and material safety data sheets Fall protection plan Incident recordings Medical records Minutes of H&S meetings	Sum	2	10.00	
		Allow for the cost of compiling a Health and Safety file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor. (NOT TO BE REMOVED FROM SITE) (All files shall be lever arch files with original colour document of acceptable standards including dividers. Emergency numbers to be displayed on the back of the file. The file will be expanded during the project as and when required by the client.)	No.			
3.3.3		Overheads, charges and profit on Item 3.3.1	%			
3.4		HEALTH AND SAFETY REGISTER FILE				
3.4.1		Allow for the cost to compile a health and safety Register file to include all the required Registers.	Sum			
TOTAL CARRIED FORWARD						

C2.2.12

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SCHEDULE 3: HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
3.4.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	2		
3.4.3		Overheads, charges and profit on Item 3.4.2	%		10.00	
3.5		HEALTH AND SAFETY TRAINING FILE				
3.5.1		Allow for the cost to compile a health and safety Register file to include all the required Training material.	Sum			
3.5.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	2		
3.5.3		Overheads, charges and profit on Item 3.5.2	%		10.00	
3.6		SERVICE PROVIDER APPOINTMENTS				
3.6.1		Allow for the appointment of a SHE Coordinator to do monthly inspections. (Control on SHE Representative)	month	6		
3.6.2		Allow for the appointment of a H&S trainer to train the SHE representative.	Sum			
3.7		TRAINING OF SITE				
		Allow for the cost of training courses:				
3.7.1		Induction training for all workers of Principal Contractor.	No.	1		
3.7.2		Induction training for all workers of sub-contractors.	No.	1		
3.7.3		Public awareness training	No.	1		
3.7.4		Tool box talks on environmental awareness	No.	1		
3.7.5		First aid training	No.	1		
3.7.6		Firefighting awareness	No.	1		
3.7.7		HIV training - 7 Units	No.	7		
TOTAL CARRIED FORWARD						

C2.2.13

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SCHEDULE 3: HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
3.7.8		Tool box talks on hand tools	No.	1		
3.7.9		Tool box talks on hand tool accidents	No.	1		
3.7.10		Tool box talks on machine guarding	No.	1		
3.7.11		Tool box talks on lifting materials by hand	No.	1		
3.7.12		Tool box talks on safe loading	No.	1		
3.7.13		Tool box talks on safety signs	No.	1		
3.7.14		Tool box talks on ten commandments of safety	No.	1		
3.7.15		Community training	No.	1		
3.8		ACCREDITED TRAINING OFF SITE				
3.8.1		Training on construction vehicles and mobile plant for each Operator.	No.	4		
3.8.2		First aid Level 1	No.	2		
3.8.3		Firefighting Level 1	No.	2		
3.8.4		SHE representative Certificate	No.	2		
3.8.5		Incident management Certificate	No.	2		
3.8.6		Risk assessment Certificate	No.	2		
3.8.7		COID Act Certificate	No.	2		
3.8.8		Scaffold erector training	No.	2		
3.9		SHE REPRESENTATIVE				
3.9.1		Allow for the cost of a SHE representative to be permanently on site (for Principal Contractor).	month	6		
3.10		FIRST AID EQUIPMENT				
3.10.1		First aid box	No.	1		
3.10.2		First aid boxes for sub-contractor	No.	3		
3.10.3		Stretcher	No.	1		
3.11		FIRE FIGTHINIG EQUIPMENT				
		Allow for the cost of:				
TOTAL CARRIED FORWARD						

C2.2.14

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SCHEDULE 3: HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
3.11.1		Fire extinguishers	No.	6		
3.11.2		Fire extinguishers of sub-contractors	No.	6		
3.11.3		Fire extinguishers test certificates	No.	12		
3.12		PERSONNEL PROTECTIVE CLOTHING				
		Allow for the cost of:				
3.12.1		Hardhats	No.	10		
3.12.2		Safety shoes	No.	10		
3.12.3		Dust masks	No.	100		
3.12.4		Safety goggles	No.	10		
3.12.5		Gum boots	No.	10		
3.12.6		Welding helmet	No.	2		
3.12.7		Gas Welding goggles	No.	2		
3.12.8		Leather aprons	No.	2		
3.12.9		Overalls	No.	10		
3.13		BARRICADING				
		Allow for the cost of barricading of excavations as instructed by Agent				
3.13.1		Danger tape	m	1 000		
3.13.2		1.2m Dayglo Mesh	m	100		
13.4		CHEMICAL TOILETS				
		Allow for chemical toilets on site as required by the specification				
3.14.1		For male workers	No.	1		
3.14.2		For female workers	No.	1		
3.15		EATING FACILITIES				
3.15.1		Allow for eating facilities in the form of a shaded net, table and chairs.	No.	1		
3.16		SIGNS				
TOTAL CARRIED FORWARD						

C2.2.15

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SCHEDULE 3: HEALTH AND SAFETY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
BROUGHT FORWARD						
		Allow for sign boards to be displayed on site as required				
3.16.1		No entry signs	No.	2		
3.16.2		First aid signs	No.	2		
3.16.3		Fire equipment signs	No.	2		
3.16.4		Warning signs (Construction area boards)	No.	2		
3.16.5		Traffic control boards	No.	1		
3.17		MEDICAL TESTS				
		Allow for medical tests for workers as required				
3.17.1		Medical fitness tests for operators on construction vehicles	No.	5		
3.17.2		Fitness tests for all general workers	No.	10		
3.18		LOAD TESTING ON CRANES				
3.18.1		Allow for load testing of cranes to be used on site	No.	1		
TOTAL CARRIED FORWARD TO SUMMARY						

C2.2.16

Joe Morolong Local Municipality

BID NO: B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 2: THE CONTRACT

SECTION C2.3 Summary of Schedule of Rates

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Section C2.3: Summary of Schedules

SECTION NO	DESCRIPTION	AMOUNT Rand
SCHEDULE 1 :	PRELIMINARY & GENERAL	
SCHEDULE 2 :	DRILLING	
SCHEDULE 3 :	OCCUPATIONAL HEALTH AND SAFETY	
	SUB-TOTAL Add 10 % Contingencies SUB-TOTAL Add VAT (15%)	
	TOTAL (INCL VAT)	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION C2.4: SCHEDULE OF PARTICULARS

1. DRILLING UNIT 1

Make of Rig	_____	Model	_____
Age	_____	Condition	_____
Rated Depth	_____	meters at	_____ mm dia
Mast Capacity	_____	kg.	Condition _____
Draw works Capacity	_____	kg.	Condition _____
Truck or Trailer Mounted	_____		
Years with company	_____		
Make of Compressor	_____	Model	_____
Age	_____	Condition	_____
Rated Capacity : Pressure	_____	kPa, Volume	_____ cfm
Truck or Trailer Mounted	_____		
Years with company	_____		
Proposed drilling stem	_____		
Drill Pipe Diameter	_____	Weight per meter	_____
Drill Collar Diameter	_____	Weight per meter	_____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2. DRILLING UNIT 2

Make of Rig	_____	Model	_____
Age	_____	Condition	_____
Rated Depth	_____	meters at	_____ mm dia
Mast Capacity	_____	kg.	Condition _____
Draw works Capacity	_____	kg.	Condition _____
Truck or Trailer Mounted	_____		
Years with company	_____		
Make of Compressor	_____	Model	_____
Age	_____	Condition	_____
Rated Capacity : Pressure	_____	kPa, Volume	_____ cfm
Truck or Trailer Mounted	_____		
Years with company	_____		
Proposed drilling stem	_____		
Drill Pipe Diameter	_____	Weight per meter	_____
Drill Collar Diameter	_____	Weight per meter	_____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



3. DRILLING UNIT 3

Make of Rig	_____	Model	_____
Age	_____	Condition	_____
Rated Depth	_____	meters at	_____ mm dia
Mast Capacity	_____	kg.	Condition _____
Draw works Capacity	_____	kg.	Condition _____
Truck or Trailer Mounted	_____		
Years with company	_____		
Make of Compressor	_____	Model	_____
Age	_____	Condition	_____
Rated Capacity : Pressure	_____	kPa, Volume	_____ cfm
Truck or Trailer Mounted	_____		
Years with company	_____		
Proposed drilling stem	_____		
Drill Pipe Diameter	_____	Weight per meter	_____
Drill Collar Diameter	_____	Weight per meter	_____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



4. DRILLING UNIT 4

Make of Rig	_____	Model	_____
Age	_____	Condition	_____
Rated Depht	_____	meters at	_____ mm dia
Mast Capacity	_____	kg.	Condition _____
Draw works Capacity	_____	kg.	Condition _____
Truck or Trailer Mounted	_____		
Years with company	_____		
Make of Compressor	_____	Model	_____
Age	_____	Condition	_____
Rated Capacity : Pressure	_____	kPa, Volume	_____ cfm
Truck or Trailer Mounted	_____		
Years with company	_____		
Proposed drilling stem	_____		
Drill Pipe Diameter	_____	Weight per meter	_____
Drill Collar Diameter	_____	Weight per meter	_____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 2: THE CONTRACT

PART C3

SCOPE OF WORK

Specifies and describes the supplies, services, or engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS LIST

Section	Description
Section C3.1	Description of the Works
Section C3.1.1	Employer's Objectives
Section C3.1.2	Overview of the Works
Section C3.1.3	Location of the Works
Section C3.2	Engineering
Section C3.2.1	Employer's Design
Section C3.2.2	Drawings
Section C3.3	Procurement
Section C3.3.1	Reconstruction and Development Programme
Section C3.3.2	Labour and Personnel
Section C3.4	Construction
Section C3.4.1	Standard Specifications
Section C3.4.2	Variations and Additions to Standard and Particular Specifications
Section C3.4.3	Particular Specifications
Section C3.5	Management
Section C3.5.1	Management of the Works
Section C3.5.2	Occupational Health and Safety Specification

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C3.1: DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

Bids are invited for the Drilling of boreholes and the execution of associated civil engineering works as part of the Joe Morolong Local Municipality's Rural Water Supply Programme. Prospective tenderers must take note of the fact that the contract will be executed on the basis of a "Schedule of Rates" contract. The contract entered into between the Client and Contractor shall be binding for 3 years, from the date of appointment of the Contractor. Joe Morolong Local Municipality reserve the right to appoint more than one Contractor for this Contract.

C3.1.2 OVERVIEW OF THE WORKS

This contract comprises the Drilling of Boreholes and appurtenant civil engineering work in the Joe Morolong Local Municipality's Rural Water Supply Programmes area of jurisdiction.

The contract is a Schedule of Rates Contract. The work comprises the drilling or rehabilitation of boreholes, installation of casing, construction, development and sealing of boreholes as part of Joe Morolong Local Municipality's "Rural Water Supply Programme". Boreholes to be rehabilitated might be equipped in which case equipment shall be removed and possibly reinstalled after rehabilitation in full working condition as before rehabilitation.

It is anticipated that boreholes depth will range between 40 m and 250 m, but no guarantee can be given in this regard.

The order given to the successful tenderer or tenderers at a time is based on the accepted rates and scope of work as decided by the Employer. The work to be carried out during the currency of the contract may be given as separate batches. Each batch to be undertaken will be issued as a written instruction by the Employer's Agent/Geohydrologist and will consist of communities and districts in which drilling operations are required.

No guarantee can be given regarding the expenditure of this contract.

C3.1.3 LOCATION OF THE WORKS

Works under this programme are to be executed in the North West Province and more specifically, in the Joe Morolong Local Municipality's area of jurisdiction.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.2: ENGINEERING

C3.2.1 EMPLOYERS DESIGN

The work comprises the drilling or rehabilitation of boreholes, installation of casing, construction, development and sealing of boreholes as part of Joe Morolong Local Municipality's "Rural Water Supply Programme". Boreholes to be rehabilitated might be equipped in which case equipment shall be removed and possibly reinstalled after rehabilitation in full working condition as before rehabilitation.

The detail of the drilling required is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by him subject to the conditions specified in Clause 2.12 of Section T1.3 of the Standard Conditions of Tender.

C3.2.2 DRAWINGS

Drawings are bound in Section C3.6. A drawing list is included in Section C3.6.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.3: PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.4: CONSTRUCTION

CONTENTS LIST FOR STANDARD SPECIFICATIONS

Section	Description
Section C3.4.1	Standard Specifications
PS	The Works

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.4.1 STANDARD SPECIFICATIONS

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The applicable SANS 1200 Standardised Specification for this Contract shall be the following

- A - General
- AB - Engineers office

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS PROJECT SPECIFICATIONS

PORTION 1: THE WORKS

PS 1 GENERAL DESCRIPTION OF THE WORKS

Refer to Section C3.1.2.

PS2 DESCRIPTION OF SITE AND ACCESS

The work to be undertaken will be in the Local Municipalities in the Joe Morolong Local Municipality's area of jurisdiction. The access to the individual sites is generally very poor and it could be expected that four-wheel drive vehicles should generally be required.

It is of critical importance that the Contractor should under all circumstances liaise with Joe Morolong Local Municipality, Local Municipalities and Tribal Authorities prior to going on site to ensure that the community is informed of work to be carried out by the Contractor. If the representatives of the abovementioned structures cannot be contacted, the Contractor should then not enter into a village for working purposes.

PS3 DETAILS OF THE CONTRACT

Refer to Section C3.1.2.

PS4 GEOLOGICAL AND GEOHYDROLOGICAL DATA

Existing geological data are available on request. These include reports of the anticipated drilling conditions from existing records and no claims for misinterpretation will be entertained. The following descriptions are intended to assist the Contractor in preparing his Tender only and departures in depth and geological conditions are to be expected.

No claims for extra payment for such variations will be entertained nor do such variations relieve the contractor from any responsibility hereunder nor from fulfilling any or all of the terms and requirements of this Contract. The major rock types present within the region include:

Alluvium, colluvium, ferricrete, calcrete, wad, diabase, shale, conglomerate, dolomite, chert, banded ironstone, quartz porphyry, lava, tuff, andesite, basalt, granite, norite, gabbro and amyphibolite.

Varying degrees of weathering and fracturing may be encountered within the above rocks.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS5 LABOUR AND PERSONNEL

PS5.1 Contractors Personnel

The Contractor shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Contractor and/or by his sub-contractors, using the assistance of the Labour Desk(s), or similar arrangements which have been established for this purpose from the local community which is established in proximity to the Works or which will be consumers from the Scheme.

Without derogating from the Contractor's obligations to complete the Works within the specified time for completion in terms of Clause 5.5 of the Conditions of Contract, the numbers in each category of the Contractor's key personnel, as stated by the Contractor in Section T2 of his Tender, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

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

The Employer's Agent may at his discretion, upon receipt of a written and fully motivated application from the Contractor, and where he deems the circumstances so warrant, authorise in writing that the Contractor may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Employer's Agent to warrant authorisation of the use of the Contractor's permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided always that the Contractor has satisfied the Employer's Agent that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Contractor in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) Any other circumstances which the Employer's Agent may deem as constituting a warrant.

PS5.2 Temporary Workforce

The Contractor shall employ labour from the local communities through the Labour Desk(s), or similar arrangements which have been established for this purpose. Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Contractor, to the maximum extent that is compatible with the requirements of Clause 4.11 of the Conditions of Contract.

The Labour Desk(s), or similar arrangements which have been established for this purpose 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 advise regarding conditions of employment, minimum wages, disputes and disciplinary procedures. The function of the Labour Desk(s) shall however in no way diminish the responsibilities of the Contractor in terms of Clause 4.10 of the Conditions of Contract.

Although the Contractor shall adhere to the statutory minimum wage rates (see Clause 4(5) of the Conditions of Contract), he is however at liberty to negotiate additional incentive payments based on performance.

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

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding:
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Work clothes and safety equipment to be issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS5.3 Labour Intensive Construction

Joe Morolong Local Municipality has decided that labour intensive construction methods are to be introduced and practised in some of the activities of this project.

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

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. Portions of the works to be executed using Local Labour intense methods are:

- clearing and grubbing of the Site;
- bush clearance.

PS6 CONSTRUCTION PROGRAMME

PS6.1 Information to be made available

A large number of boreholes to be drilled are still to be sited. Prior to the drilling activities, borehole drilling targets will be provided by the Geohydrologist to the drilling Contractors indicating the various drilling sites. The drilling programme to be undertaken within a specific area/district will only be available approximately one week in advance. Close collaboration between the Project Employer's Agent (or his representative), the nominated Geohydrologist and the Contractor must be maintained at all times.

PS6.2 Phasing of the works

The works will be scheduled, as far as is practically possible.

PS6.3 Interruption in work schedule

If information or particulars on new drilled sites as mentioned in clause PS6.1 or boreholes to be rehabilitated, is not available from the Client for any period of time, the Contractor will be ordered in writing to discontinue work in that specific region or site. When the Contractor is requested to resume work, establishment cost will be paid as if the Contractor moved in from another borehole or his base camp whichever the situation might be. Establishment costs shall be as per tendered rates. No adjustment will be made in any of the rates in the Schedule of Rates.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No Time Related Preliminary and General will be payable for the period from discontinuation of work until re-continuation of work (viz 1 month after the order in writing to resume work).

PS6.4 Format and Approval

As soon as information is available with regard to a batch of boreholes to be drilled or rehabilitated, the Contractor shall supply within one week (7 days) a suitable and realistic construction programme for the consideration of the Engineer. This programme shall show the proposed scheduling and methods of execution of the Works and the resources to be allocated to each item or phase of the work. Quantities proposed for execution during each month and the anticipated cash flow based upon these quantities should be shown, due allowance being made for price escalations and retention moneys.

The Contractor will be expected to progress with the Works in accordance with the approved programme and shall not deviate from the order of execution shown in the programme without the prior approval of the Employer's Agent or his Representative. Should such approval be given an adjusted programme shall be produced within 7 days and submitted to the Employer's Agent for evaluation. Progress in advance of the programme or certain portion or phase of the Works shall not be considered adequate reason for poor progress on another portion or phase.

PS6.5 Partial Completion and Monthly take over

Boreholes that have been drilled will be taken over once per month in a batch for which a Certificate of Completion will be issued. The maintenance period on the work completed will commence with the issuing of the Certificate of Completion. The retention on the completed work will be reduced to fifty percent of the amount of retention (ten percent) to a maximum of five percent of the estimated value of work. Boreholes that have been drilled will not be taken over by the Joe Morolong Local Municipality or paid for unless the drilling reports on the boreholes have been signed and handed over to Joe Morolong Local Municipality or the Engineer.

PS6.6 Penalties

The penalties for late completion are indicated in the Contract Data. The penalty in respect of each instruction/batch shall remain in force until all work for the particular instruction/batch has been completed. The penalties for the instructions/batches will be applied independently and are accumulative.

PS6.7 Programme to be submitted by the Contractor

The Contractor shall supply within the period stated in the Contract Data and for consideration by the Employer's Agent, a suitable and realistic drilling programme that is based on the instruction/batch issued by the Employer's Agent for drilling of boreholes. This programme shall show the proposed drilling scheduling, as well as the resources that will be allocated to each item.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Contractor will be expected to progress with the Works in accordance with the approved programme, and shall not deviate from the order of execution shown in the

programme without the prior approval of the Employer's Agent or his Representative. Should such approval be given an adjusted programme shall be produced within seven (7) days and submitted to the Employer's Agent for evaluation.

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

PS7 SITE FACILITIES AVAILABLE

PS7.1 Camp and Depot

No specific area can be made available to the Contractor for erection of his camp and depot, where materials and plant can be stored and from which the administration of the contract could be undertaken by the Contractor. All arrangements in this regard must be made by the Contractor himself.

PS7.2 Water Supply

Water supply will not necessarily be available at the camp or depot.

PS7.3 Power Supply

Power supply will not necessarily be available at the camp or depot or at boreholes to be drilled.

PS7.4 Ablution Facilities

No ablution facilities are available at the camps and depots or at boreholes to be drilled.

PS7.5 Housing

Should the Contractor wish to house personnel on site, he shall make the necessary arrangements with the controlling authorities for any approval that may be required.

PS8 SITE FACILITIES REQUIRED

PS8.1 For the Contractor

Whatever may be required for the satisfactory execution of the Contract.

PS8.2 For the Engineer

None.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS9 FEATURES REQUIRING SPECIAL ATTENTION

PS9.1 Schedule of Rates Contract

Contractors' attention is again drawn to the fact that the contract is a **“Schedule of Rates”** Contract.

The individual rates for drilling of boreholes shall not be altered for any reason or claim. Additional payment for time related preliminary and general aspects and establishment costs will only be paid as specified in the contract document.

The standard drilling method to be employed for the drilling of boreholes for rural community water supplies will be that of rotary air percussion. The use of other drilling methods (mud-rotary and odex) and specialised borehole construction methods may be required in some instances where specialised geological drilling conditions prevail. The use of and rates for specialised drilling and borehole construction methods must be approved by the Client prior to its application.

Tenderers are to take note that the drilling contractor should have at all times two complete drilling rigs available of this contract.

PS9.2 Built-up Areas

The Contractor's attention is drawn to the fact that portions of Works will be executed close to built-up areas. The Contractor shall exercise all necessary precautions and take all necessary steps to ensure the safety and convenience of the public.

PS9.3 Care of the Site

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

PS9.4 Control of Water

The Contractor shall at all times and in all respects be responsible for the handling of discharge water of the Works. No separate payment shall be made in this regard, as all costs related thereto shall be deemed to be included in the rates tendered for the various items of work that are included in the Schedule of Rates.

PS10 STATUTORY REGULATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Occupational Health and Safety Act, Act 85 of 1993 (referred to as “the Act” below), and all regulations promulgated thereunder must be adhered to by the Contractor, with

specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 4.4 of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely:-

- (i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;
- (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with; and
- (iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Employer’s Agent from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works; and
- (iv) The Contractor shall be obliged to report forthwith to the Employer and the Employer’s Agent any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTENTS LIST FOR AMENDMENTS TO THE STANDARD SPECIFICATIONS

Section	Description
Section C3.4.2	Amendments to the Standard Specifications
PSA	General

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



C3.4.2 AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

The various documents listed in C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 or C3.4.3 conflict with any requirement of Standardised Specifications or with any requirements of the Particular specifications, then the requirement of Sections C3.4.2 and C3.4.3 shall prevail.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA VARIATIONS AND ADDITIONAL CLAUSES

PSA GENERAL

PSA1 SPECIFICATION DRAWINGS (Clause 2.7)

Specification Drawings are included in this document as annexures to the Project and Particular Specifications. Where such Specification Drawings depict items and standard structures according to layouts and details differing from those shown in the Standardised Specifications, the layouts and details shown in the annexures to the Project and Particular Specifications shall prevail.

PSA2 QUALITY (Clause 3.1)

All material used in the Works shall, where such mark have been awarded for a specific type of material, bear the SABS mark. Alternatively, the Contractor shall furnish the Employer's Agent with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA3 TESTING (Clause 7)

- (a) All test results and records obtained by the Contractor in the course of his process control of the Works shall be submitted to the Employer's Agent or his Representative prior to requesting inspection of the relevant portions of the Works. Any request for inspection shall be submitted on the prescribed forms that are appended as annexures to the Specifications.
- b) The Contractor shall make suitable arrangements for process control prior to commencement with the Works. Should he intend using site personnel for this purpose he shall ensure that suitably trained and competent personnel take charge of the necessary test work, and that the necessary equipment is at their disposal prior to commencement of the Works. Failure to comply with these requirements shall be just cause for the Employer's Agent to order suspension of the Works without additional remuneration in terms of Clause 5.2 of the Conditions of Contract, or for him to recommend determination to the Employer in terms of Clause 9 thereof.

PSA4 SITE CORRESPONDENCE

PSA4.1 Instructions by the Engineer

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 numbers is brought to the notice of the Employer's Agent in writing immediately.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA4.2 Site Diary

A site diary, which will be supplied by the Engineer, must be filled in on a daily basis and submitted to the Employer's Agent on a monthly basis. No claims will be considered without the site diary's schedule properly completed (on a daily basis) and submitted.

PSA5 PAYMENT (Clause 8.2)

Refer to Section C3.5.1.10.

PSA6 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA6.1 Provisional Sums

PSA6.1.1 Contingencies

No provisional sum has been included in Schedule 1 for contingencies. No percentage mark-up will be applicable to any payments made using contingency money other than those included in prices for variations determined in terms of Clause 6.3 of the Conditions of Contract.

PSA6.1.2 Contract Price Adjustment

No Provisional Sum has been included in Schedule 1 for Contract Price Adjustment in terms of Clause 6.8.2 of the Conditions of Contract. No percentage mark-up will be applicable to any payments made in this regard.

PSA6.2 PRIME COST ITEMS (Clause 8.6)

The tender recommendation to the Municipal Manager of Joe Morolong Local Municipality will include Prime Cost Items to be included in the contract to be used at the sole discretion of the Engineer. Three quotations will be obtained by the Contractor for each item for which a prime cost item has been provided under PSA6.2.1. The quotations will be submitted to the Employer's Agent for a decision.

Provision is made in Schedule 1 for a mark-up on the items schedule under Prime Cost Items. Payment shall be regarded as full compensation for overheads, charges, profit, obtaining of quotations and application to be made to authorities on the following items :

PSA6.2.1 Specialist Sub-contractor

Mark-up on the obtaining, co-ordinating and supervision of a specialist sub-contractor for specialised activities to be executed under this programme.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA7 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS

PSA7.1 Due To Rain

Should the period for completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Project Specifications, no adjustment to the total for time-related preliminary and general items will be applicable.

PSA7.2 Adjustment of Preliminary and General Items Due to Interruption in Work Schedule

Should the period of completion be automatically extended in terms of clause PS 5.12.1 & 5.12.2 (GCC 2015) as a result of interruption in the contractors work schedule during execution of the contract, no adjustment to the total for time related preliminary and general items will be applicable.

PSA7.3 Payment for Establishment of facilities and additional establishment of facilities on the contracts

PSA7.3.1 Amend clause 8.3.2 of SANS 1200 A as follows :

Change the heading of clause 8.3.2 to :

First establishment of facilities on site at the depot or Contractors' main camp in the region where the contract is applicable.

Item 8.3.2.1. to 8.3.3 as per the SANS 1200 A : No change

PSA7.3.2 Item 8.3.3: This will be a single payment to the Contractor payable at the commencement of the contract, regardless of how many times the Contractor establish and/or de-establish during the course of the contract. (For re-establishment in a region, see Clause PSA7.3.4).

The purpose of this payment item is to remunerate the contractor for all establishment costs at the single main depot/camp in the region where the contractor will establish for the duration of the contract. (Only payable at first establishment in a region).

Important Notes :

- (a) The Contractor will not be paid any additional establishment costs when moving from one district to another during the normal execution of his work as part of the Joe Morolong Local Municipality Rural Water Supply Programme. Only inter-borehole movements will be paid for. See Clause PSA7.3.3.
- (b) The contractor will also not be paid any additional establishment costs in each district or inter-borehole movements when the contractor moves into a region or district to do remedial work to defective boreholes or maintenance work in that district.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c) Consensus must be reached between the Contractor and his execution supervisor/employer's Agent's representative on the number of rigs needed for the execution of the specific job (i.e. batch of holes to be drilled or drilling on an ad hoc basis over a period of time).

Under normal circumstances it is expected from the contractor to have two complete rigs available for work in a specific region.

Therefore, if consensus was reached that only one rig is needed for a specific batch of work to be done, the full establishment costs as per items 1.1.1 or 1.1.5, whichever is applicable, will be payable to the contractor after establishment. If consensus was reached that the two rigs will be needed, the same establishment costs as for above will be payable.

Full establishment costs will be payable for every additional rig to be fielded over and above the first rigs.

The same principle applies when rigs are to be de-established.

Care and judgement must be exercised when the rigs are being transferred from one group of consultants to the other.

PSA7.3.3 Include the following clause 8.3.5:

Inter-borehole Movement

All inter-borehole movements ordered by the Employer's Agent shall be priced as follows :

Distances measured in one direction only along the shortest, most feasible route :

- (a) This rate to make provision for fixed charge items relating to movement from boreholes where construction is in progress to the required borehole, within a distance of 10 km, and shall include all actions necessary to temporarily establish at the required borehole, all travelling costs to and from that borehole, as well as re-establishment at the borehole where construction had been interrupted.

This rate to apply to the drilling of boreholes 10 km or less in distance from where programmed construction is in progress..... No

- (b) This rate to be an extra-over rate above PSA7.3.3(a) for boreholes in excess of 10 km from where construction is in progress km

(e.g. : Distance travelled is 17 km. Payment therefore only for 7km)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PSA7.3.4 Include the following clause 8.3.6:

Additional establishment cost payable to the Contractor on re-establishment in a region.

This item must cover all costs incurred by the Contractor when re-establishing in a region after a previous de-establishment on instruction of the Engineer. Such re-establishment cost must not be confused with the initial establishment costs in a region for one or for two rigs separately or together (See clause 7.3.2 note (b))..... Unit : Sum

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.4.3: PARTICULAR SPECIFICATIONS PA : DRILLING OF BOREHOLES

CONTENTS LIST

Section	Description
PA 1	SCOPE
PA 2	INTERPRETATION
PA 3	DRILLING EQUIPMENT AND MATERIALS
PA 4	BOREHOLE CONSTRUCTION
PA 5	DATA RECORDING AND REPORTING
PA 6	DOWN-THE-HOLE LOSS OF EQUIPMENT
PA 7	REHABILITATION OF EXISTING BOREHOLES
PA 8	CESSATION OF DRILLING ACTIVITIES
PA 9	STANDARD SPECIFICATIONS FOR BOREHOLE DRILLING
PA 10	MEASUREMENT AND PAYMENT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PA 1 SCOPE

The Contract is for the drilling and/or the rehabilitation of boreholes for community water supply and resource management purposes and all Works associated therewith in accordance with:

- (1) the Conditions of Tender as per Part T1 of this document,
- (2) any further details/instructions as may be ordered by the Employer or the Geohydrological Consultant.

The drilling services are required for a period of 3 years from the date of award and no specific quantity of work has been identified. The Contract is based on a Schedule of Rates with payment to be made on the basis of measured quantities and the tendered rates.

The Scope of Work to be actually executed by the Contractor will be as decided by the Employer's Agent in consultation with the Employer, as provided for in the Conditions of Contract. The work to be carried out during the currency of the contract may be given as separate batches (referred to in the Conditions of Contract as "Works Segments"). Each Works Segment to be executed by the Contractor will, from time to time during the currency of the Contract, be detailed in a written instruction by the Consulting Hydrogeologist as provided for in the Conditions of Contract.

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

PA 2 INTERPRETATION

Wherever reference is made within the Standard Specifications and/or these Project Specifications to the "Geohydrological Consultant" and/or the "Geohydrologist" and/or the "Consultant", it shall be deemed to mean the "Engineer" as defined in the Conditions of Contract.

Wherever reference (if any) is made within the Standard Specifications and/or these Project Specifications to the "Implementing Agent", the "Department of Water Affairs and Forestry", "DWAF" or any party not being the "Employer", the Contractor, the Engineer, the Geohydrological Consultant of the Consultant, it shall be deemed to

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Witness 2

Employer

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Witness 2

mean the Employer.

PA 3 DRILLING EQUIPMENT AND MATERIALS

Further to the provisions of the Conditions of Contract, the Contractor shall furnish all the particulars requested in Part C of this document. The capacity shall be sufficient to cope with the work as specified for the project. It shall be kept at all times in full working order and good repair. The Geohydrological Consultant will have the right to inspect the equipment to be used prior to the commencement of the Works. If the Geohydrological Consultant considers that the plant in use on the site of the Works is in any way inefficient or inadequate in capacity, he shall have the right to call upon the Contractor to put such equipment in order within seven days or, alternatively, to remove such plant and replace it with other plant or equipment which he considers necessary to meet the requirements of the Contract.

In the event of breach by the Contractor of this requirement, the Geohydrological Consultant reserves the right to recommend to the Client to terminate the Contract in accordance with the provisions of Sub-Clause 9.2.1.3.2 of the Conditions of Contract.

Equipment brought onto the site may not be removed there from without the written permission of the Geohydrological Consultant. It will be the responsibility of the Contractor to arrive on site with all staff, equipment, materials and chemicals required to complete the work without interruption.

Where existing equipped boreholes are to be rehabilitated, the Contractor must provide suitable plant to enable the installed pumping equipment to be removed and reinstalled. This includes the removal and reinstallation of hand pumps, wind pumps and motorised pumps. Rehabilitation of existing boreholes may include the recovery of existing pumping equipment that was previously dropped into a borehole.

PA 4 BOREHOLE CONSTRUCTION

Two borehole design options are shown in Drawings JMRW-20/D/D/002 and JMRW-20/D/D/003 . The decision as to which of these designs or any other suitable and appropriate design to use will be made by the Geohydrological Consultant.

Any variations from the drilling diameters specified in the Standard Specifications must be acceptable to the Geohydrological Consultant.

The Contractor shall not use drilling media which in any way might compromise the

Contractor

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Witness 2

Employer

Witness 1

Witness 2

integrity of the aquifer and/or the yield of the borehole. The Contractor must provide suitable and adequate tanks in which to mix and hold all drilling fluid.

Borehole straightness and verticality shall be judged according to the criteria set out in the Standard Specifications and Drawing JMRW-20/D/D/007.

The backfilling of boreholes will be undertaken in accordance with the criteria set out in the Standard Specifications and as illustrated in Drawings JMRW-20/D/D/005

Formation stabiliser shall be used in accordance with the discussion presented in Standard Specifications and as illustrated in Drawing JMRW-20/D/D/003.

Each successful borehole shall be furnished with a concrete collar as described in the Standard Specifications and as illustrated in Drawing JMRW-20/D/D/008.

Unsuccessful and abandoned boreholes and lost boreholes shall be treated in the manner set out in these subsections.

Each successful borehole shall be furnished with a sanitary seal as described in the Standard Specifications and as illustrated in Drawings JMRW-20/D/D/002 and JMRW-20/D/D/003. The purpose of a sanitary seal is to prevent the ingress of potentially contaminated surface water into the borehole via the annular space between the borehole sidewall and the outside of the casing. Such sanitary seal shall be constructed in the presence of the Geohydrologist or his representative. The seal shall extend to a minimum depth of 5 m below surface, and will entail the drilling of a 305 mm diameter hole, in which a 254 mm ID steel casing (TYPE 1 sanitary seal) or 215 mm ID steel casing (TYPE 2 sanitary seal) will be placed using centralisers at the bottom to ensure that the casing is placed in the center of the hole. In exceptional cases the Employer's Agent may decide to alter the drilling and casing diameters, but will not exceed the aforementioned diameters. Four equally spaced flat bars of appropriate size, welded to the sides of the casing can be used as centralisers. The seal must consist of Portland Cement (quick drying) mixed to a slurry with bentonite and water which is free of oil and organic matter. The bentonite and water should be thoroughly mixed prior to adding and mixing with cement. The Contractor is to use a suitable method in placing the sanitary seal to ensure complete filling of the void between the casing and borehole. Care should be taken not to leave any voids in the sanitary seal.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

PA 5 DATA RECORDING AND REPORTING

Data must be recorded on the borehole log and penetration rate log provided in Section C3.5.1 of this document or approved sheet of DWA. Penetration times per metre are to be recorded with a stopwatch, all water intersection depths and estimated yield, type of formation encountered as well as all details of both temporary and permanent casing installed in boreholes shall be recorded as a minimum requirement.

PA 6 DOWN-THE-HOLE LOSS OF EQUIPMENT

The data shall be recorded on the borehole log and penetration rate log provided in Section C3.5.1 of this document.

PA 7 REHABILITATION OF EXISTING BOREHOLES

Payment for additional casing inserted into the borehole shall be made as per the Schedule of Rates. This clause does not cover the return of the Contractor to a borehole previously drilled by the Contractor.

PA 8 CESSATION OF DRILLING ACTIVITIES

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

PA 9 STANDARD SPECIFICATIONS FOR BOREHOLE DRILLING

PA 9.1 Purpose and Scope

Simply stated, the purpose of this activity is to establish a means to access and tap groundwater resources. This is most often provided by the drilling of a borehole. It is not sufficient for this facility to represent just another hole in the ground. It is vital that the borehole be constructed and completed to certain minimum standards in order to secure the long-term viability and serviceability of the installation. This component of the project is served jointly by the Geohydrological Consultant and the Drilling Contractor. It is therefore expected of these parties to function as a team within the framework of their individual briefs as set out in their respective contract agreements with the Implementing Authority.

PA 9.2 Approach and Responsibility

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In general, it is required that the drilling of any borehole be approached with due diligence and care on the part of the appointed drilling contractor(s). Specifically, it is required that the drilling of each borehole be approached in a cost effective manner to establish a water supply. In some instances boreholes may be drilled for exploration and/or resource monitoring purposes. Under normal circumstances, the pre-drilling of a 165 mm diameter exploration borehole is drilled and the borehole is reamed to larger diameters for construction purposes. In leached/cavernous carbonate rock areas and near surface clayey conditions drilling normally commences with larger diameters, to limit reaming of boreholes and allow for telescope borehole construction.

The Drilling Contractor(s) will function under the direct supervision of the Geohydrological Consultant. This by no means implies that the Drilling Contractor(s) is absolved from any responsibility. All drilling activities will, therefore, be approached through communication and discussion between the Geohydrological Consultant and the contractor(s) with a view to developing the most suitable and mutually acceptable finished product serving the best interests of the project. The fact that the Drilling Contractor is also appointed for the skills which he can offer the project, and is often able to provide, from experience, practical approaches and solutions to specific problems must be recognised and accepted by the Geohydrological Consultant.

Failure by the contractor(s) to timeously render advice and input where required will be regarded as a dereliction of duty. This responsibility extends to informing the Geohydrological Consultant of serious reservations regarding any aspect of the work. The contractor(s) will also be required to maintain the aesthetic appearance of the site during drilling operations, including keeping the site neat, tidy and free of litter. More importantly, the contractor must ensure that safety standards are met and that the work site is kept free, as far as is possible, from vehicular and pedestrian traffic and from interested bystanders and onlookers not involved with the project.

In essence, the final responsibility for the finished water supply borehole and all actions and activities leading up thereto must be carried jointly by the Geohydrological Consultant of the Executive Agency and the appointed Drilling Contractor(s).

PA 9.3 Techniques

The most common method employed for the sinking of a water supply borehole is

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

that of rotary air percussion drilling employing a down-the-hole (DTH) hammer. This drilling technique is ideally suited to hard rock formations and therefore finds wide application in most of the geological environments encountered in South Africa. Other techniques which will be applied depending on site-specific circumstances include: (1) Odex drilling and (2) cable tool percussion drilling. Method (1) represents a technically more sophisticated technique, which finds specific application in loose and unconsolidated materials. Method (2) employs the familiar jumper rig, its most useful application being the cleaning and rehabilitation of existing boreholes.

In light of the above, the preferred drilling technique to be employed on community water supply projects is that of rotary air percussion.

PA 9.4 Equipment and Materials

The equipment made available by the Drilling Contractor must be in good working order. It must also be maintained in good condition for the duration of the project. In order to achieve this, time should be set aside each week for the routine service and preventative maintenance of all equipment (PA9.5). The drilling equipment must include a full air/foam pumping system. At the start of the project, the gauge diameter of the button drill bits to be employed with the rotary air percussion drilling technique must conform closely to their manufactured gauge and must also possess all of their tungsten carbide buttons.

The Geohydrological Consultant will discuss with the Drilling Contractor the retirement of a bit due to excessive wear or damage incurred during the course of the project. Further, it is imperative that the equipment be of a suitable size and capacity to deal, on occasion, with: (1) deep boreholes (up to 300 m), (2) larger than average borehole diameters (up to 380 mm), (3) large quantities of groundwater and (4) potentially onerous drilling conditions. Since this capability is provided in large measure by the air compressor, it is considered that a compressor having a capacity of at least 2400 kPa (24 bar) and a volume of at least 750 cfm is appropriate for most water borehole drilling applications and conditions using the rotary air percussion technique. In order to maintain the straightness of a borehole, the Geohydrological Consultant may insist that the Drilling Contractor employ at least an overshot sleeve (drill collar) fitted to the pneumatic DTH hammer. Further precautions to ensure this aspect will include the use of a stabiliser rod immediately behind the bit/hammer/overshot combination. All materials to be used on the project should be new and meet project specifications. This applies particularly to steel casing, which shall be: (1) of the seam-welded type, (2) round, (3) straight, (4) of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

uniform wall thickness and (5) have bevelled edges. Second-hand material such as steel casing recovered from an earlier borehole can be used provided that it has been refurbished to an acceptable condition (refer to subsection 2.6f). The Geohydrological Consultant will have the right to reject, with motivation, any material (including casing) that is deemed inappropriate, substandard or otherwise unsuitable for the project.

PA 9.5 Workmanship and Performance

The standard of workmanship of the Drilling Contractor will be subject to close scrutiny by the Geohydrological Consultant. Many aspects thereof are of a subjective nature and not readily quantifiable. Every attempt must, therefore, be made to render this beyond possible criticism. Judgment of the performance of the Drilling Contractor in the execution of assigned work is similarly of a subjective nature. Although it cannot be expected of the contractor to complete a specified number of boreholes in a given time period, it is reasonable to expect that “favourable progress” be made under normal circumstances and drilling conditions. An indication of what might be regarded as “favourable progress” is considered to fall in the range of 50 to 100 m of drilling advancement per day taking into consideration inter-hole moves and setup time. Performance being related to efficiency and efficiency in turn being a function of, amongst other factors, the number of mechanical equipment breakdowns suffered by the contractor, it will be in the best interests of the contractor to set aside time for the routine preventative maintenance of equipment. If the contractor is inclined to work a 6 or 7-day week, it is preferred that maintenance activities be scheduled for the weekends. Such schedule must be communicated to the Geohydrological Consultant. This party may insist that the Drilling Contractor does not start with the drilling of a borehole over a weekend. Although work-in-progress may be completed, the contractor shall under no circumstances vacate a site before the Geohydrological Consultant has inspected the completed works and sanctioned the move to the next borehole.

PA 9.6 Borehole Construction

The extremely diverse nature of subsurface conditions, sometimes over very short distances, renders it virtually impossible to address this aspect in great or specific

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

detail. This factor also rules out standardisation in this regard. It is possible, however, to address certain basic borehole construction practices which will contribute to final acceptance of the successfully finished product.

(a) Drilling Diameter

Drilling diameters will be 152 mm (6"), 165 mm (6,5"), 203 mm (8"), 254 mm (10") and 305 mm (12") for rotary air percussion drilling. Odex drilling diameters will be 194 mm, 219 mm or 273 mm OD. Direct circulation mud rotary diameters will be 305 mm (12") and 380 mm (15"). Any variations must be acceptable to the Engineer.

Boreholes will be finished to 165 mm as a norm, with minimum final cased diameter of a successful community water supply borehole shall not be less than 152 mm nominal. The Geohydrological consultant will often expect boreholes to be finished to 205mm.

The contractor will be remunerated for drilling per linear metre of depth at the rate tendered for each relevant drilling diameter employed as set out in the Schedule of Rates.

(b) Steel Casing

Steel casing may either be used in a temporary manner or form a permanent part of the borehole infrastructure. Its temporary use is indicated in instances where, for example, the borehole is unsuccessful or the need for it to remain in place becomes redundant. Under these circumstances it is also referred to as a pre-collar, surface casing, starter casing, outer casing or soil casing generally to be removed (recovered) on completion of drilling. The removal of temporary/starter casing to a depth of 5 m will not be a payable item under recovery of steel casing. It will be left in place where the Geohydrological Consultant is of the opinion that the unsuccessful borehole should be secured to serve a long-term groundwater monitoring purpose. In such instances, additional provision must be made to protect the borehole against actions which may compromise this function.

More commonly, however, this casing constitutes the final casing with which a successful borehole is equipped or constructed. Its proper installation, therefore, is mandatory. It is installed from surface through unstable, unconsolidated or fractured materials usually occurring in the near surface.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Under these circumstances, the function of steel casing includes one or more of: (1) supporting unstable materials against collapse into the borehole during drilling, (2) facilitating the installation or removal of other casing, (3) minimizing the erosion and widening of the unstable upper portions of the borehole sidewall caused by the return flow established during drilling and/or the passage of drilling equipment/tools and (4) facilitating the placement of a sanitary seal and/or gravel pack or formation stabilizer. The casing must conform to the specifications set out in subsection PA9.4.

In order to ensure as far as is possible that the annular space between this casing and the borehole sidewall remains open for the later emplacement of a sanitary seal, the circumferential entrance to this space must be temporarily plugged. Hessian sacking packed around and lightly tamped into the surface entrance to this annular space can be used for this purpose. In instances where steel casing needs to be driven through unstable horizons (generally at greater depths in a borehole) it will also be required that such casing be fitted with a casing shoe to protect the “mouth” of the casing from damage (subsection PA10.6(c)). Irrespective of the casing used to facilitate the drilling of the borehole, the final cased diameter of the finished product must be sufficient for the borehole to easily accept a borehole pump. Since the outside diameter of the latter is generally in the order of 100 mm, it is required that the final cased diameter of the borehole be not less than 152 mm (6 inch) nominal where steel casing is used.

The Drilling Contractor will be remunerated for steel casing per linear metre thereof supplied, delivered and installed at the rate tendered for each relevant casing diameter as set out in the Schedule of Rates.

(c) Casing Shoe

This item is fitted (welded) to the bottom end (foot) of a casing string in order to protect the “mouth” of the casing from damage due to forcing the casing through unstable horizons. Its use is therefore only warranted (indeed mandatory) in instances where such conditions reveal themselves to require securement through the emplacement of casing.

The Drilling Contractor will be remunerated for each casing shoe supplied and used at the rate tendered for each relevant shoe diameter as set out in the Schedule of Rates.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(d) uPVC Casing

Also referred to as thermoplastic casing, the material generally comprises PVC (polyvinyl chloride) which, when treated to withstand ultraviolet radiation, is known as uPVC casing. Its application in the construction of community water supply boreholes is rather specific, being used mainly in instances where security against the collapse of a borehole sidewall is required and where steel casing does not already offer such security. In such instances, the casing is inserted the entire length of the borehole and will certainly be perforated for some portion of its length.

The diameter of this casing will also necessarily be smaller than that of the steel casing used which, in most instances, will have a nominal diameter of 165 mm. In order not to compromise too severely on the minimum nominal diameter requirement of 152 mm for successfully completed community water supply boreholes (subsection PA9.6.(b)), the inside diameter of the uPVC casing shall not be less than 127 mm with a wall thickness of 6 mm. It is also common practice to leave the steel casing in place in order to provide protection for the uPVC casing. The decision to use uPVC casing in the final construction of a borehole shall be made by the Geohydrological Consultant.

The Drilling Contractor will be remunerated for uPVC casing per linear metre thereof supplied and installed at the rate tendered for each relevant casing diameter as set out in the Schedule of Rates.

(e) Perforated Casing

Also referred to as slotted casing, this is used in instances where a casing string inserted into a borehole will extend across a water-bearing horizon. The perforations or slots will allow the groundwater to enter the borehole. Perforations can be made in a number of ways ranging from prefabricated machine- or plasma-cut slots to hacksaw, angle grinder or oxyacetylene torch-cut slots made in the field. The latter type of slots are seldom satisfactory since it is difficult to produce perforations which are: (1) of uniform size, (2) clean, open and free of restrictions and (3) small enough to control the ingress of finer material into the borehole. It is therefore preferred that perforated casing used in the construction of community water supply boreholes be of a prefabricated type. As a general guideline, slots should be: (1) 300 mm in length, (2) 3 to 4 mm wide, (3) positioned in bands around the circumference

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of the casing, (4) spaced equally in each band, (5) each circumferential band of slots separated by 100 mm of plain pipe, (6) every second band of slots aligned with one another, and (7) a 300 mm section of plain pipe left at both ends of the casing. This slot pattern is illustrated in Drawing JMRW-20/D/D/001. Bearing in mind that the number of slots forming each circumferential band depends not only on the casing diameter but also impact on the strength of the casing, it is suggested that the guidelines presented in Table 4-1 be adhered to in this regard.

Table 4-1 Recommended number of slots per circumferential band for various steel casing diameters and associated per cent age open area provided		
Normal Casing Diameter	Number of Slots Per Circumferential Band	Per Centage Open Area
152mm	6	3,0%
165 mm	8	3,7%
203 mm	10	3,7%

Also presented in this table is the approximate open area provided by the above slot pattern applied to each of the given casing diameters. In certain instances, however, it may be required to use more sophisticated and expensive slotted casing. Also known as screens, these include: (1) continuously wound wedge wire screens, (2) louvered screens or bridge-slotted screens and (3) screens pre-coated with gravel. The decision to use such screens shall again be made by the Geohydrological Consultant after providing motivation to and gaining acceptance from the Implementing Authority.

The Drilling Contractor will be remunerated for perforated casing per linear metre thereof supplied and installed at the rate tendered for each relevant casing diameter as set out in the Schedule of Rates.

(f) Recovery of Steel Casing

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The contractor shall make every effort to recover, only on instruction of the Geohydrological Consultant, steel casing from unsuccessful or abandoned boreholes. This casing can also be refurbished to an acceptable condition for reuse.

The Drilling Contractor will be remunerated for the recovery of steel casing per linear metre thereof salvaged from a borehole as per the rate tendered in the Schedule of Rates. The removal of temporary/ starter casing to a depth of 5m will not be a payable item to the contractors.

Payment for the proper refurbishment of such casing shall be made on a time basis against tendered standing time rates subject to verification and certification of the amount/duration of this work by the Geohydrological Consultant.

(g) Borehole Straightness

The straightness (alignment) of a borehole is defined by the degree to which it deviates along its length from an imaginary centre line drawn through the borehole. This is readily determined by passing a “dummy” or “dolly” through the borehole. The equipment comprises a rigid hollow steel pipe having an outside diameter which is smaller by not more than 20mm than the inside diameter of the final casing. Caution should be exercised when conducting a straightness test in an uncased or partially cased borehole since irregularities in the borehole sidewall may cause the “dummy” to become jammed. Since the casing string is normally constructed from six-metre lengths, it is required that the “dummy” itself have a length of at least six metres in order to adequately “straddle” casing joints. This equipment must form part of the standard equipment supplied by the Drilling Contractor. It must also be readily available since the Geohydrological Consultant may request a straightness test at any stage during drilling. The “dummy”, suspended from flexible steel rope (normally the hoist line with which most drilling rigs are equipped), is slowly lowered down the borehole.

The borehole will be considered straight if the “dummy” passes down the entire length of the borehole and can be withdrawn without it binding or becoming stuck in the borehole. The straightness test must be performed by the Drilling Contractor in the presence of the Geohydrological Consultant and its success (or failure) recorded by this party.

Contractor

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A borehole which fails a straightness test will be deemed lost (subsection PA10.6(m)) and it will be required of the Drilling Contractor to drill a replacement borehole at own expense. In the event that a straightness test is made before completion of the borehole, then the contractor will be required to cease operations and facilitate access to the borehole for the duration of such activity. The contractor will recover the cost of production loss (incurred for the duration that drilling activities are interrupted) against the rate tendered for standing time in the Schedule of Rates. It will be the responsibility of the Geohydrological Consultant to verify and certify any claim by the Drilling Contractor in this regard.

(h) Borehole Verticality

This represents the plumb ness of the borehole as measured by the deviation of the centre of the borehole from the vertical at any depth within the bore. The deviation must not exceed two thirds of the borehole diameter (casing inside diameter) per 30m of depth. Although the SANS 045-1974 standard code of practice for testing water boreholes (including for verticality) has been withdrawn, the nature and form of the apparatus to be used for this purpose remains valid. Drawing JMRW-20/D/D/006 illustrates the equipment.

The equipment comprises a tripod (shear legs), a plumb-bob and a flexible wire line. The plumb-bob must be fitted with a centre-mounted spindle at one end and a centralising device on its circumference. The tripod is erected over the borehole such that its apex is above the centre of the borehole. The wire line is passed through a small pulley mounted at the apex. The plumb-bob, suspended from the wire line, must hang vertically from the pulley such that the wire line passes exactly through the centre of the borehole when the plumb-bob is centrally positioned within the mouth of the casing (tolerance 3mm). The vertical distance from the pulley to the top of the casing must be measured accurately (tolerance 0.01 m). This distance must not be less than 2.4m. The plumb-bob is then lowered in equal increments (generally 3m) down the borehole. The deviation of the wire line measured in millimetres from the centre of the casing must be determined at each depth increment and the measurements recorded on a data sheet. This procedure must be continued for the entire length of the borehole. The measured deviation of the wire line from the centre of the mouth of the casing at each depth increment indicates the drift (Ø) of the plumb-bob. The measured deviation is used together with a

Contractor

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Witness 2

Employer

Witness 1

Witness 2

deflection factor (D_f) to calculate the actual deflection (D_a) of the borehole from the vertical at each depth increment according to the equation:

$$D_a = \emptyset (d + h)/h$$

Where: $\emptyset$ = the measured drift (in millimetres) of the wire line at a given plumb-bob depth,

d = depth of plumb-bob below casing collar (in metres) for each drift ($\emptyset$) measurement,

h = vertical distance between the casing collar and the pulley (at the tripod apex) over which the wire line passes (in metres), and

$(d + h)/h$ represents the deflection factor (D_f).

The wire line deviation measurement is most accurately performed if a revolving template with a graduated radial slot is mounted directly over the collar of the casing. The slot is graduated in millimetres outwards from the centre of the template. The template is revolved until the wire line passing through the slot hangs free and straight in the slot and its deviation from the centre read off on the graduated slot.

The verticality test must be performed by the Geohydrological Consultant in the presence of the Drilling Contractor. The consultant will therefore be required to provide the necessary equipment for conducting a verticality test. A borehole, which fails a verticality test, will be deemed lost (subsection P9.6(m)) and it will be required of the contractor to drill a replacement borehole at own expense. In the event that a verticality test is made before completion of the borehole, then the Drilling Contractor will be required to cease operations and facilitate access to the borehole for the duration of such activity.

The contractor will recover the cost of production loss (incurred for the duration that drilling activities are interrupted) against the rate tendered for standing time in the Schedule of Rates. It will be the responsibility of the Geohydrological Consultant to verify and certify any claim by the Drilling Contractor in this regard.

(i) Backfilling

This entails filling the annular space between the borehole sidewall and the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

outside of the casing with suitable material. The purpose of annular backfilling includes: (1) the provision of a base on which to found a sanitary seal and (2) the provision of support for the sidewalls of the borehole and the casing. In instances where casing has been seated at a comparatively shallow depth in fresh material below a weathered near-surface horizon, all of the drill cuttings removed from the borehole whilst drilling represents suitable material for this purpose. Annular backfilling with this material is not advisable in instances where this is not the case, such as for example where the casing extends to a substantial depth and comprises slotted/perforated sections or where the water-bearing horizon is shallow and open to the borehole via slotted/perforated casing. In these instances, it will be required to insert a formation stabiliser into the annulus. The backfilling must extend to within approximately 5m of the ground surface.

The Drilling Contractor will be remunerated for backfilling against the standing time rate (which shall include the supply and insertion of material required therefore) tendered for in the Schedule of Rates.

(j) Formation Stabiliser

This comprises material, which is placed in the annulus between the borehole sidewall and perforated/slotted sections of casing to stabilise the formation against collapse and ingress into the borehole. The drill cuttings and spoils removed from the borehole is not suitable material for this purpose. The stabiliser must comprise material which is: (1) well sorted, (2) well rounded, (3) low in calcareous content, and (4) graded such that the smallest grain size is larger than the casing perforations/slots. The stabiliser material can either be placed by hand or through a tremie pipe. Excessive bridging of stabiliser material in the annulus can be prevented: (1) through the use of centralisers on the casing or (2) by washing it in with clean water. The formation stabiliser should extend some 10m above the top of the uppermost perforated/slotted section of casing before the borehole is developed.

The Drilling Contractor will be remunerated for formation stabiliser per 20litre container supplied and installed at the rate tendered for in the Schedule of Rates.

(k) Concrete Collar

Contractor

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Employer

Witness 1

Witness 2

The Drilling Contractor will construct a shallow circular concrete collar around each successfully completed borehole. This collar shall have the dimensions set out in Drawing JMRW-20/D/D/008 yielding a volume approaching 0.08 m³. The concrete mixture shall consist of water, Portland cement, stone aggregate (10mm) and river sand. Quantities of these materials sufficient to make 0.1 m³ of concrete with the required strength of some 30 MPa after 28 days are: (1) 20litre of water, (2) 42kg (0.8 bag) of Portland cement, (3) 0.07m³ of stone aggregate, and (4) 0.07m³ of river sand. A similar collar may need to be constructed, on request off the Geohydrological Consultant, over unsuccessful or abandoned boreholes as per Drawing 7, Section 4.

The contractor will be remunerated for a concrete collar per unit constructed at the rate provided in the Schedule of Rates, which rate shall include for the transport, supply, mixing and placement of all the materials required.

(I) Unsuccessful and Abandoned Boreholes

A borehole will be declared unsuccessful at the discretion of the Geohydrological Consultant. The latter may also, at any time during the course of the work, order the abandonment of a borehole in progress.

In such instances, the Geohydrological Consultant must instruct the Drilling Contractor on further actions to be taken. These may include either: (1) the salvage of any casing from the borehole and (2) the plugging of the borehole or (3) the securement of the borehole for long-term monitoring purposes, in which case it will be provided with a sanitary seal (PA9.6.n), concrete collar (PA9.2.6.1c), protection (PA9.6.q) and marking (PA9.6.r).

Plugging (or finishing) of an unsuccessful or abandoned borehole is aimed at removing any danger or hazard such boreholes may present to the environment, eg as a conduit for the inflow or surface water into the groundwater regime or as a danger to traffic (whether human, stock or vehicular) in the immediate vicinity thereof. This is achieved by shovelling the drill cuttings and other suitable natural material back into the unsuccessful borehole. In order to prevent this material from “hanging” in the borehole, it might be required to periodically wash it in with clean water during the infilling process. Once the infill material extends to the ground surface, it must be compacted by tamping it down manually and any subsidence topped up with fresh backfill material. The compacting and topping up activities should be

Contractor

Witness 1

Witness 2

Employer

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Witness 2

repeated until assurance can be had that all reasonable precaution has been taken to prevent future subsidence. It will also be required to cast a concrete collar over the in-filled borehole (PA9.6.m). This process is illustrated in Drawing JMRW-20/D/D/005.

The Drilling Contractor will be remunerated for an unsuccessful or abandoned borehole on the basis of tendered rates in the Schedule of Rates for such of the following items as are relevant: (1) drilling per linear metre of depth for each relevant drilling diameter employed, (2) steel casing per linear metre thereof recovered excluding starter casing to a depth of 5 metres, (3) backfilling, (4) a sanitary seal, (5) borehole protection, and (6) borehole marking. Payment for any casing left behind in an unsuccessful or abandoned borehole will only be made, on the same basis as described in (2) above, on written certification by the Geohydrological Consultant that the contractor has made every reasonable recovery attempt in this regard.

(m) Lost Boreholes

A borehole will be declared lost by the Geohydrological Consultant in the event that it cannot be completed satisfactorily due to factors such as: (1) the irrecoverable loss of drilling equipment, materials or tools therein, (2) accident to plant or heavy machinery, (3) failure to pass a straightness test, and (4) failure to pass a verticality test. A decision in this regard must be made after consultation with the Drilling Contractor, who will have the considered option to either attempt remediation of the situation to the satisfaction of the Geohydrological Consultant or, alternatively, declare the situation irretrievable. No payment shall be made for any work done, materials used or time spent by the Drilling Contractor on a lost borehole. The cost of any materials recovered in a damaged state from a lost borehole will be borne by the contractor.

A borehole, which is declared lost, shall be replaced with a new borehole to be constructed by the Drilling Contractor in the vicinity of the lost borehole and at a position indicated by the Geohydrological Consultant. Payment for a new borehole constructed under these circumstances shall be made on the same basis as for any other successfully completed borehole. Materials recovered in good condition may, however, be re-used by the contractor.

(n) Sanitary Seal

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The purpose of a sanitary seal is to prevent the ingress of potentially contaminated surface water into the borehole via the annular space between the borehole sidewall and the outside of the casing. It is required, therefore, that every successful community water supply borehole be provided with a sanitary seal. The seal must consist of Portland cement mixed to a slurry with bentonite and water which is free of oil and other organic matter. The bentonite and water should be thoroughly mixed in the ratio of 2kg bentonite to 25litre water prior to adding and mixing in 50kg (one bag) cement. The final grout seal must extend to a depth of at least 5m below ground surface. The seal is preferably placed at the beginning of the drilling process after a 5m deep 305mm hole has been drilled and cased with 254mm ID steel casing (type 1 sanitary seal) or with a 215mm ID steel casing (type 2 sanitary seal). After placing the casing and centring the hole, an amount of bentonite, cement and water grout, adequate to fill the entire annulus between the casing and the wall of the borehole, is tremied into the casing. The slurry can be gravity-fed into the annulus through a small diameter tube (tremie pipe) extending to the depth of emplacement. The tremie pipe should be withdrawn slowly as the slurry fills up the annulus.

Care should be taken not to leave voids in the sanitary seal. These may result from: (1) channelling caused by casing which is not centred in the borehole, (2) improperly mixed slurry which contains lumps and (3) an annular space which is too small to assure a uniform thickness of seal.

The Drilling Contractor will be remunerated for a sanitary seal per linear metre thereof against the rate tendered in the Schedule of Rates. This rate will include for the supply, delivery, mixing and installation of all material for type 1 and type 2 sanitary seals.

(o) Borehole Development

This activity entails flushing all loose material from the borehole upon the completion of drilling. This material might comprise one or more of: (1) drill cuttings resting on the bottom, (2) loose material forming insecure portions of the borehole sidewall, (3) clayey material “plastered” to the borehole sidewall during the drilling process, and (4) fine material which has collected behind screened portions of the borehole. The removal of this potentially “clogging” material often leads to an improvement in the yield of the borehole. The most common borehole development technique used simply entails repeatedly

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

running the drill bit up and down in sequential passes across portions of the borehole with the compressed air turned open. The length of each pass will be dictated by the length of the drill rods used by the contractor. The process is normally performed from the bottom up, one drill rod being removed from the drill string upon development of the preceding (lower) section.

The borehole will be deemed sufficiently developed when very little or no material is brought to the surface in the return flow from the borehole as evidenced by collecting a portion of this flow in a bucket placed at the bore head during development. Other methods which may be employed for borehole development include: (1) surge plunging using a surge block and (2) jetting using a purpose-built jetting tool. This activity must be concluded with the collection of a one-litre representative water sample obtained from the return flow during development.

The Drilling Contractor will be remunerated for borehole development on a time basis against the work time rate tendered in the Schedule of Rates. It will be the responsibility of the Geohydrological Consultant to verify and certify any claim by the contractor in this regard.

(p) Borehole Disinfection

Also known as sterilisation, the purpose hereof is to disinfect the borehole and its contents of any bacteria, and particularly coli form bacteria, introduced into the borehole during drilling operations. Sterilisation is most readily accomplished by introducing chlorine (or chlorine-yielding compounds) into the borehole. On completion of development the borehole shall be disinfected with a solution of 0.5kg of HTH mixed in 250litres of water.

The Drilling Contractor will be remunerated for borehole disinfection per single application at the cost (which shall include for all materials supplied and used and the time spent) tendered for one such application as set out in the Schedule of Rates.

(q) Borehole Protection

This entails sealing the borehole from the introduction of foreign material directly through the casing. It is often achieved by means of a lockable cap fitted to the borehole collar. Experience suggests, however, that a 3 to 4 mm thick steel plate (lid) welded onto the borehole collar ensures better security.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Of course, it will later be required of the Testing Contractor to remove this plate in order to gain access to the borehole for testing purposes. In order to provide the Geohydrological Consultant with ready access to the borehole for water level measuring purposes, it is required that a small hole be drilled in the lid. This hole must be furnished with a tamper-proof plug such as a “dead-end” threaded into a water pipe connector welded on the hole. The final diameter of the hole providing access to the borehole must be sufficient to allow a “normal” dip-meter probe to pass through it. It is considered that a diameter of at least 10mm and not more than 20mm is suitable for this purpose.

The Drilling Contractor will be remunerated for borehole protection per single installation at the cost (which shall include for all materials supplied and used and the time spent) tendered for one such installation as set out in the Schedule of Rates.

(r) Borehole Marking (in the field)

For all Community Water Supply and Sanitation projects, the borehole identifying number will be provided by the Directorate Geohydrology of the DWAF, or else by the Implementing Authority. It is the responsibility of the Geohydrological Consultant to ensure that the correct number is provided to the contractor for this purpose. The consultant will be responsible for securing a batch of numbers and pass these on to the Contractor as is deemed fit and appropriate.

The activity itself represents marking the borehole by: (1) script-welding its assigned and unique identifying number onto the lid of the borehole and (2) planting a concrete block with dimensions of 200 mm x 200 mm x 200 mm - (also bearing the number of the borehole) in the ground at a distance of five metres to the north of the borehole.

The Drilling Contractor will be remunerated for borehole marking per single application at the cost (which shall include for all materials supplied and used and the time spent) tendered for one such application as set out in the Schedule of Rates.

(s) Site Finishing

The activities associated with this task must include the repair of construction scars on the work site resulting from drilling activities, as well as the general

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

clean-up of the site of waste materials, debris and oil spills. The latter must be shovelled over and worked into the ground wherever possible. The Drilling Contractor will be remunerated for site finishing per single application at the cost (which shall include for the time spent) tendered for one such application as set out in the Schedule of Rates.

PA 9.7 Data Recording and Reporting

It is imperative that a detailed and accurate record of all information arising from the borehole drilling activity be recorded with care and diligence. Much of this information can be collected by the Drilling Contractor. It must be recorded on a driller's log such as is provided in Section C3.5.1 or approved DWA format. This must be kept current and available for inspection at request of the Geohydrological Consultant. The contractor will include the cost of these activities as a single sum per borehole in the Schedule of Rates. It will be the responsibility of the Geohydrological Consultant to verify receipt of this information prior to certifying a claim by the Drilling Contractor in this regard. The following items of information represent the minimum number of parameters, which must be monitored and recorded by the contractor.

(a) Penetration Rate

This represents the time taken, as measured with a stopwatch, to advance the borehole a specific depth (generally one metre). In broad terms, the harder the rock formation the slower the penetration rate and vice versa. Since the hardness (or softness) of a rock formation is a characteristic, which can be associated with specific rock types, an accurate record of penetration rates serves as an additional means of identifying changes in rock type with depth. Although a slow penetration rate may be of Geohydrological significance, it can also be caused by worn equipment or difficult drilling conditions such as are presented by loose, unstable material. The measured penetration rate must, therefore, not include time spent overcoming technical problems or remedying mechanical breakdowns encountered during drilling.

(b) Formation Sampling and Description

This entails a brief description of the visual appearance of the rock formation being drilled. It is performed by inspection of the rock chips (also known as drill cuttings) brought to the surface during drilling. A spade-full of chips should be collected at the mouth of the borehole for each metre drilled. The "samples"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

should be placed as sequential piles in ordered rows at a cleared and visible location away from the immediate area of activity and traffic around the borehole being drilled. If instructed by the Hydrogeologist a fist full of each sample should be bagged in individual plastic bags labelled with the borehole number and sample depth. These samples should be kept at a pre-arranged location for description at a later stage. The samples should be described by a suitably qualified geo-technician/earth scientist according to the guidelines set out by the South African Institute for Engineering Geologists (SAIEG, 1995). The driller's description must include, as a minimum, a note on the colour of the formation, the relative size of the drill cuttings and, if possible, an identification of the possible rock type.

(c) Water Strike Depth

This information relates to the depth at which any water, including seepage, is encountered in a borehole during drilling. It is possible for water to be encountered at more than one depth as drilling advances. The depth(s) at which water is encountered must be determined to an accuracy of one metre and recorded. It is also necessary to record the nature of the formation associated with the water strike(s). This may, for example, be represented by a single fracture or fissure, a system of such features or a noticeably softer or more weathered horizon.

(d) Blow Yield

Water which is encountered in a borehole being drilled by the rotary air percussion method is blown out of the borehole during drilling. The amount of water being blown from the borehole provides an indication of the possible yield of the borehole. The blow yield must not be guesstimated, even though a fair visual estimate based on experience can often be provided by the Drilling Contractor. Also, since water may be encountered at more than depth, it is necessary to measure and record the blow yield immediately following each water strike. These measurements should be repeated as drilling continues until constancy is revealed by at least four consecutive measurements each representing a further metre of drilling.

The accurate measurement of the blow yield does not require the use of sophisticated equipment. The most acceptable and preferred means of measurement is provided by the use of a 90° V-notch weir, details of which are

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

provided in Drawing JMRW-20/D/D/004. The use of a 90° V-notch weir entails channelling all of the water being blown from the borehole through such a weir which has been placed level in the channel (or ditch) leading the return water flow away from the borehole being drilled. The height of water flowing over the notch is translated into a flow rate or yield as indicated in Table 4-2. It is imperative that the height of water flowing over the weir is not measured within the notch itself but at and from a position in the weir upstream and to the side of the notch and which corresponds exactly in height to the inverted apex of the notch.

Table 4-2 Tabulation of height vs flow rate data for a 90° V-notch weir						
Height (mm)	Flow Rate (l/s)	FLOW RATE (l/s) FOR				
		Height + 2 mm	Height + 4 mm	Height + 5 mm	Height + 6 mm	Height + 8 mm
10	0,01			0,04		
20	0,08			0,15		
30	0,23			0,04		
40	0,47	0,53	0,60		0,67	0,74
50	0,80	0,88	0,97		1,06	1,16
60	1,26	1,36	1,47		1,59	1,71
70	1,84	1,97	2,11		2,25	2,40
80	2,55	2,71	2,88		3,05	3,23
90	3,41	3,60	3,80		4,00	4,21
100	4,42	4,64	4,87		5,10	5,34
110	5,59	5,85	6,11		6,38	6,65
120	6,94	7,22	7,52		7,83	8,14

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 4-2 Tabulation of height vs flow rate data for a 90° V-notch weir						
Height (mm)	Flow Rate (l/s)	FLOW RATE (l/s) FOR				
		Height + 2 mm	Height + 4 mm	Height + 5 mm	Height + 6 mm	Height + 8 mm
130	8,46	8,79	9,12		9,46	9,81
140	10,17	10,53	10,90		11,28	11,67
150	12,07	12,47	12,88		13,30	13,73
160	14,17	14,61	15,07		15,53	16,00
170	16,48	16,96	17,46		17,96	18,48
180	19,00	19,53	20,07		20,62	21,18
190	21,75	22,32	22,91		23,50	24,11
200	24,72	25,34	25,97		26,61	27,26
210	27,92	28,59	29,26		29,95	30,65
220	31,36	32,08	32,80		33,54	34,28
230	35,04	35,81	36,58		37,37	38,17
240	38,97	39,79	40,62		41,45	42,30

Another common but less preferred method in use is the “drum-and-stopwatch” technique. This requires only that all of the water blown from the borehole be channelled to a point where the concentrated flow can be collected in an open-ended drum of known volume (generally 20litres) and the time taken to fill the container measured with a stopwatch for accuracy. Dividing the full volume of the drum (in litres) by the time taken (in seconds) to fill the drum gives the blow yield in litres per second (/s). It is cautioned, however, that this method is only effective and reliable for yields of less than approximately 2l/s.

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Witness 2

Employer

Witness 1

Witness 2

(e) Groundwater Rest Level

This parameter represents the depth, as measured from surface, to the level of standing water in the borehole. This measurement can be made with the use of any liquid level indicating device, the most common of which is an electrical contact meter (dip meter). The groundwater level measurement must be accurate to the nearest 0.01metre (one centimetre). The measurement reference point, which may either be the ground level or the collar of the borehole, should be identified against the measured depth value. The latter reference point will generally be represented by the top of the casing with which the borehole has been equipped. In these instances, it will also be necessary to measure the height by which the casing extends above ground level. If the borehole is drilled and completed on the same day, then a groundwater level measurement must be taken immediately before leaving the site.

If drilling and borehole construction extends over two or more days, then such measurements must also be taken before daily drilling activities commence, provided that water, including seepage water, has been encountered in the borehole. A groundwater level measurement must be referenced to the date on which it is made and, if more than one such measurement is made per day, then also the time of each such measurement must be recorded.

PA 9.8 Down-the-hole Loss of Equipment

Drilling equipment, materials or tools may be lost down a borehole during drilling operations. Since this can often result in the irretrievable loss of a borehole, substantial efforts are generally employed by the Drilling Contractor to recover such material. This activity is also referred to as fishing. The Geohydrological Consultant will afford the contractor every opportunity and reasonable time to fish for lost equipment. The Drilling Contractor must, in turn, keep the Geohydrological Consultant informed of progress and the likelihood of success in this regard. The contractor will have no claim against any other party for any losses incurred in this regard. Further, the fate of a borehole, which cannot be continued or completed due to the presence of, lost equipment, materials or tools therein will finally be decided by the Geohydrological Consultant. It may either be declared successful or lost.

(a) Borehole declared Successful

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Circumstances under which a borehole may be declared successful include: (1) the borehole has encountered significant water or is drilled for resource monitoring purposes, (2) pumping equipment can be installed to an acceptable depth in the borehole and (3) the lost equipment does not pose a threat to the present and future quality of the groundwater. In the event that a borehole is declared successful despite the irrecoverable loss of drilling equipment, materials or tools therein, then the exact nature and position of the equipment lost in the borehole must be recorded and appear in relevant project documentation. The Drilling Contractor will be remunerated for a borehole declared successful under these circumstances on the same basis as for any other successfully completed borehole.

(b) Borehole declared Lost

Although the circumstances under which a borehole will be declared lost are varied and diverse, the criteria which should apply include: (1) the borehole has not yet encountered water irrespective of the depth reached, (2) the borehole has not yet encountered water even though the geological and Geohydrological indications are positive, (3) the borehole has encountered water but in too small a quantity to warrant the installation of pumping equipment, yet the geological and Geohydrological indications are positive that more water can be obtained, and (4) the borehole has encountered a significant quantity of water but the lost equipment prevents the installation of pumping equipment to an acceptable depth. In the event that a borehole is declared lost under these circumstances, then the criteria set out in subsection 2.6.1 for further actions, payment, etc, shall apply.

PA 9.9 Down-the-hole Borehole Measurements

This activity is more commonly referred to as borehole logging. The measurements are carried out by manually or mechanically lowering tools or instruments, of various technical sophistication down a borehole. Borehole logging is useful in instances where:

- (1) surface geophysical data need to be calibrated against subsurface information;
- (2) geological information for a borehole is absent or suspect;
- (3) borehole construction information is absent or suspect, and;
- (4) information is required for the proper and effective stimulation by various means of borehole yields.

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Although down-the-hole borehole measurements may be made at any time during the construction of a borehole, they are generally performed on completion thereof. In the event that such measurements need to be made before completion of the borehole, then the Drilling Contractor will be required to cease operations and facilitate access to the borehole for the duration of such activity. The contractor will be able to recover the cost of production loss (incurred for the duration that drilling activities are interrupted) against the rate specified for standing time in the Schedule of Rates, any claim in this regard to be verified and certified by the Geohydrological Consultant.

The nature of the information to be gathered dictates the technique(s) to be used and the time required to complete these measurements. Basic information such as the depth of the borehole and the amount of steel casing installed therein is readily and cheaply determined by means of straightforward and uncomplicated instruments. Geophysical and geological information, on the other hand, requires the more costly application of specialized borehole logging instrumentation including the use of video cameras. It is required that the more sophisticated of these investigations: (1) be motivated to and authorised by the Implementing Authority prior to their execution and (2) be applied judiciously at the discretion of the Geohydrological Consultant.

(a) Borehole Construction Information

This includes information such as: (1) the depth and diameter(s) of the borehole, (2) the depth and diameter(s) of casing installed in the borehole and (3) the integrity of the casing. This information can be used to verify/check the documented construction details of a borehole. The depth of a borehole can be determined simply by plumbing with a weighted line. A calliper tool can be used to determine borehole and casing diameters and the length and integrity of the casing string. The length of steel casing can also be determined more simply with a sensor operating on electromagnetic principles.

(b) Geological Information

This covers aspects such as identifying: (1) the nature of different rock formations occurring at various depths within a borehole on the basis of their geophysical (geo-electrical) properties and (2) the presence and size of fractures and/or fissures intersected by a borehole. This information can be used to: (1) calibrate surface geophysical data obtained from similar geological

Contractor

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Employer

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environments, (2) determine the optimum depth at which a borehole pump should be installed in a borehole and (3) direct the application of borehole yield stimulation activities such as hydro fracturing.

(c) Geohydrological Information

This includes information such as (1) the porosity of rock formations and (2) the rate of groundwater movement. These measurements generally require the use of more sophisticated and costly instrumentation.

(d) Hydrochemical Information

This covers aspects such as the variation of groundwater quality with depth in a borehole. These measurements again require the use of generally more sophisticated instrumentation. Not quite in the same vein as these measurements, yet of probably greater importance, is the representative water sample obtained from a borehole during its development (subsection PA9.6(o)).

The water sample must be submitted to a laboratory as soon as is reasonably possible for chemical analysis of: (1) the electrical conductivity, (2) the nitrate concentration and (3) the fluoride concentration. These results will provide an early indication of whether the groundwater quality is acceptable or not and, if not, whether test pumping is warranted.

PA 9.10 Rehabilitation of Existing Boreholes

The scope of this work may vary from the basic cleaning out and redevelopment of an existing borehole to the recovery of casing, the reaming and subsequent reinstallation of casing. As far as it is possible, the nature of the rehabilitation required in each individual instance should be identified prior to undertaking this activity since this will indicate which equipment will most suitably complete the task. This is illustrated in the following examples. The straight-forward cleaning out and redevelopment of an existing borehole can readily be accomplished using a rotary air percussion drilling rig. On the other hand, the recovery of casing and the removal of unnatural material from a borehole are more readily accomplished using a cable tool (jumper) drilling rig.

It is particularly helpful to both the Geohydrological Consultant and the Drilling Contractor undertaking the rehabilitation to know as much about the original

Contractor

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Employer

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construction (e.g. depth, diameter, length and type of casing, geology, etc) of the borehole as possible. This is impossible in instances where original records are lost, deficient, vague or poorly documented/archived. It will be required in such cases to obtain as much information as can reasonably be gleaned from an *in situ* inspection of the borehole. This might include such basic measurements as plumbing the current depth of the borehole and establishing, by means of a casing detector, the length of casing (steel) installed, to carrying out various of the more sophisticated down-the-hole borehole measurements and observations (PA10.9).

The rehabilitation of an existing borehole should preferably be carried out under the supervision of the Geohydrological Consultant. In any event, the execution of such work will be subject to the same degree of data collection and record keeping as is required of a new borehole.

The Drilling Contractor will be remunerated for this service on the basis of the rates tendered in the Schedule of Rates. It will be expected of the contractor to have assessed the potential technical risks involved with such work and, as a consequence, the contractor shall have no claim against any other party for the loss of equipment, materials or tools incurred in the course of such work.

PA 9.11 Final Acceptance

The Geohydrological Consultant shall accept a successfully finished community water supply or monitoring borehole by certifying the Drilling Contractor's invoice for such borehole as true and correct for payment by the Implementing Authority. At this stage, the Geohydrological Consultant will have established that all aspects pertaining to the work and the final product meet, at least, those of the various criteria and requirements set out above which have been imposed.

PA 10 MEASUREMENT AND PAYMENT

The Contractor appointed under this Contract is considered to be an expert in his field and is expected to organise and carry out the required work in an expert manner. Drilling problems encountered will be overcome entirely within the framework of the Specifications and the Schedule of Rates, and no claims for extra payments will be entertained for problems foreshadowed in the Specification or due

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

to limitations imposed by the Specifications.

The measurement of and payment for all materials and work provided by the Contractor in the course of the project will be according to the criteria as set out and are applicable in respect of such as are variously specified in the Standard Specifications and hereunder:

PA 10.1 Standing Time

This will cover periods when the Contractor's drilling rig and crew or, if more than one rig and crew are fielded, when all rigs and crews are idle waiting for decisions by the Consultant where those decisions or whose presence is required before the commencement or continuation of the work. Under no circumstances will standing time be payable for any delays other than those incurred by the Geohydrological Consultant's decisions. Except only for abnormal weather conditions as provided for in Sub-Clause 47.(2) of the Conditions of Contract, no standing time will be payable due to inclement weather or prevention of access to a site by the Contractor or Geohydrological Consultant due to inclement weather. Further, no standing time will be payable to the Contractor in respect of any periods where the Contractor is not engaged in the execution of the Works as a result of the Consultant having failed to issue an instruction to commence with the works of any Works Segment and there being no other Contract Works on which the Contractor is required to carry out work.

The Contractor must make provision for one hour standing time per borehole to allow for the measurement of groundwater levels and the determination of optimum casing installation (plain and slotted). Since no separate payment will be made for standing time (up to 1 hour) resulting from these activities, the Contractor must allow for this.

PA 10.2 Inter-hole Moves

Payment for inter-hole moves up to a distance of ten kilometres shall be made at the unit rate tendered for in the Schedule of Rates. Inter-hole moves in excess of ten kilometres shall be remunerated for the first ten kilometres at the tendered unit rate and, for each full kilometre thereafter, at the rate per kilometre tendered in the Schedule of Rates.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PA 10.3 Reaming of Boreholes

Where a borehole has previously been drilled to a smaller diameter than that required, the original borehole shall be reamed to the required diameter. Reaming of a borehole to larger diameters will be required for borehole construction purposes. **Reaming will be from 165mm (6.5”) to 254mm (10”) or to larger diameters.** Remuneration for this work shall be according to the rates tendered in the Schedule of Rates.

PA 10.4 Removal of Existing Pumping Equipment

This rate shall cover the removal of existing pumping equipment in a borehole to be rehabilitated and secure storage of removed existing equipment. Payment for removal up to an installed depth of 80m shall be made at the unit rate tendered for in the Schedule of Rates. Installed depths in excess of 80m shall be remunerated for the first 80m at the tendered unit rate and, for each full metre thereafter, at the rate per metre tendered in the Schedule of Rates. The Contractor is solely responsible for the secure storage of removed equipment to prevent theft of existing equipment from site.

PA 10.5 Re-installation of Existing Pumping Equipment

This rate shall cover the re-installation of existing pumping equipment in a borehole following rehabilitation of the borehole. Payment for installation up to a depth of 80 m shall be made at the unit rate tendered for in the Schedule of Rates. Reinstallation depths in excess of 80m shall be remunerated for the first 80m at the tendered unit rate and, for each full metre thereafter, at the rate per metre tendered in the Schedule of Rates. The existing pumping equipment shall be restored to its working condition as encountered before removal unless the Geohydrological Consultant instructs the Contractor otherwise.

PA 10.6 Labour-based Methods to Prepare Access to Site

The use of labour-based methods required to prepare access to a site (bush clearing and/or limited road making) must be approved by the Geohydrological Consultant. Labour required for such work must be employed from the local community with whom the number of man days required for the task is to be negotiated and finalised prior to gaining approval from the Geohydrological Consultant. Contractors must

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

always keep in mind that the minimum wages payable to labourers must at all time adhere to “Minimum Wage Legislation” for the particular area.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.5: MANAGEMENT

CONTENTS LIST

Section	Description
Section C3.5.1	Management of the Works
Section C3.5.2	Occupational Health and Safety Specification

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SECTION C3.5.1: MANAGEMENT OF THE WORKS

C3.5.1.1 Concurrent Construction Contracts

Controlled test pumping and/or equipping programmes as well as normal maintenance contracts may be underway in the villages where holes are to be drilled. No additional payments will be made in this regard to the drilling contractor.

C3.5.1.2 Construction Programme

Refer to Section C3.4.1 (PS4.)

C3.5.1.3 Site Administration

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

C3.5.1.4 Daily Site Diary

The daily site diary in accordance with the pro forma shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.1.5 Information in Respect of Plant

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Engineer, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

C3.5.1.6 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.

C3.5.1.7 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 Employer's Agent 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 Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

C3.5.1.8 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 numbers is brought to the notice of the Employer's Agent in writing immediately.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.5.1.9 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.

C3.5.1.10 Payment Certificates

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent'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 Employer's Agent'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.

Upon agreement by the Employer's Agent's Representative by not later than the 20th of each month, the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 25th of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Engineer, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following the standard format that will be issued. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.3.5.1.11 Features requiring Special Attention

Refer to Section C3.4.1 (PS7.)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.5.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

CONTENTS LIST

Section	Description
1	Interpretations
2	General
3	Indemnity of Employer and his Agents
4	Scope
5	Health and Safety File
6	Notification of Construction Work – Regulation 3 of the Construction Regulation – February 2014
7	Contractor's SHE Representative
8	Supervision of Construction Work – Regulation 6
9	Risk Assessment – Regulation 7
10	Local Services
11	Safe Working Loads
12	Machine Guarding
13	Construction Vehicles and Mobile Plant – Regulation 21
14	Sign and Notices
15	Excavation Work – Regulation 11
16	Barricading and Demarcation
17	Ladders
18	Concrete Mixers – Regulation 18
19	Scaffolding – Regulation 14
20	House Keeping and Construction Sites – Regulation 25
21	Stacking and Storage on Construction Sites – Regulation 26
22	Fall Protection – Regulation 8
23	Structures – Regulation 9

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 24 Formwork & Support Work – Regulation 10
- 25 First Aid
- 26 Fire Precautions on Construction Sites – Regulation 27
- 27 Construction Welfare Facilities – Regulation 28
- 28 Toxic Materials
- 29 Hazardous Chemicals and Materials
- 30 Commissioning Safety Precautions
- 31 Electrical Installations and Machinery on Construction Sites – Regulation 22
- 32 Registers required on Site
- 33 Safe Work Procedures required in Health and Safety File
- 34 Written Training Course Material to be filed in Health and Safety File
- 35 Training Courses to be presented
- 36 Equipment on Site
- 37 Personal Protective Clothing

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C3.5.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as:

“Any work in connection with: -

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

2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

2.2 Should the Contractor at any stage in execution of the Works -

- a) fail to implement or maintain his health and safety plan;
- e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor **AT HIS/HER OWN COSTS** from executing construction work.

2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.

2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.

2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3 INDEMNITY OF EMPLOYER AND HIS AGENTS

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Contractor's health and safety plan.

- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.

A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.

- d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

4 SCOPE

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Client or the Client's Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

The H&S plan shall contain the following items where applicable:

1. Description of contract
2. Construction site address / Building site address
3. Construction period
4. Name and details of client –telephone, fax, address
5. Name and details of consultants –telephone, fax, address
6. Name and details of principal contractor–telephone, fax, address
7. Name and details of sub-contractors–telephone, fax, address
8. Company’s policy towards health & safety
9. Company’s policy towards drug and alcohol abuse
10. Company’s policy towards disciplinary procedures
11. Company’s policy towards environment.
12. Workmen compensation – number and expire date
13. Management and Supervision rules
14. Structure, Supervision of construction work and responsibilities
15. Health and Safety Officers/Representatives
16. Health and Safety Committees\
17. First Aid
18. Medical tests
19. Incident/ Accident reporting procedures
20. Emergency/evacuation procedures
21. Subcontractor agreements and requirements and super positioning
22. Material Safety Data Sheets
23. Transport of workers
24. Proposed PPE
25. Scope of works – describe type
26. Sequence and phases of the work to be performed describe stages involved in project
27. List of all equipment to be used on the specific site – tools, construction vehicles, mobile plant.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

28. Company's approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuse removal)
29. Company's approach towards other facilities as required by law (the transport act, the smoking act, PPE)
30. Local labour agreements, requirements, policies
31. Fire extinguishers and fire equipment
32. Oxygen, acetylene and LP gas cylinders
33. Welding, cutting , grinding and heating
34. Signs and symbols to be displayed
35. Lock – out procedures
36. Public safety, hoarding and fencing
37. Risk assessment methods
38. Company's monitoring plan
39. Company's review plan.
40. Identification of risks and hazards
41. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors
42. Registers to be completed by appointed employees (Checklists)
43. List of training material to be used for educational purposes of construction workers (Induction, Fire fighting, First Aid, etc.)
44. List of safe work procedures to be explained to workers.
45. Company's Policy on
 - House Keeping
 - Stacking and storage on sites
 - Construction welfare facilities
 - Explosive power tools
 - Ladders
 - Welding flame cutting and soldering
 - Electrical installations and machinery
 - Boatswain chairs
 - Suspended platforms
 - Material hoists/ Builders hoist
 - Batch plants
 - Water Environments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

46. List of plans to be used:
- Fall protection plan
 - Tunnelling plan
 - Pile driving plan
 - Steel assembling and placing plan
 - Emergency/evacuation plan
 - Demolition plan
 - Scaffold erection procedures plan
 - Erection of structural steel plan
 - Electrical installations plan.
 - Excavation plan
 - Form work and support work plan
 - Material Hoist rules
 - Lifting machines and tackle rules
 - Rules on Construction vehicle and mobile plant procedures
 - Rules on mobile and tower cranes
 - Fire precautions on the construction site
 - Rules on Hazardous chemicals on the site, storage and use
 - Rules on storage and use of Flammable liquids and substances on site
 - Rules on compressed gas cylinders
 - Rules on handtools
 - Rules on portable electrical equipment

List of Risk Assessments

- ☐ Clearing and Grubbing of the area/site
- ☐ Site establishment including:
 - Office/s
 - Secure/safe storage for materials, plant and equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
 - Dealing with existing structures
 - Location of existing services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Installation and maintenance of temporary construction electrical supply, lighting and equipment
 - Adjacent land uses/surrounding property exposures
 - Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
 - Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
 - Exposure to noise
 - Exposure to vibration
-
- ☐ Protection against dehydration and heat exhaustion
 - ☐ Protection from wet and cold conditions
 - ☐ Dealing with HIV/Aids and other diseases
 - ☐ Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
 - ☐ Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
 - ☐ Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ☐ Loading and offloading of trucks
- ☐ Aggregate/sand and other materials delivery
- ☐ Manual and mechanical handling
- ☐ Lifting and lowering operations
- ☐ Driving and operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles and mobile plant
 - Towing of vehicles and mobile plant
- ☐ Use and storage of flammable liquids and other hazardous substances
- ☐ Layering and bedding
- ☐ Installation of pipes in trenches
- ☐ Pressure testing of pipelines
- ☐ Backfilling of trenches
- ☐ Protection against flooding
- ☐ Gabion work
- ☐ Use of explosives
- ☐ Protection from overhead power lines
- ☐ As discovered by the principal contractor's hazard identification exercise
- ☐ As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Client to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub-contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of a H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Client, Client Agent or Principal Contractor.

- 4.3 Provision for costs in respect to Health and Safety in the tender shall be tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities to make provision for an approved H&S Service Provider to assist the contractor in performing the H&S activities required by law.

- 4.4 The following paragraphs summarize the Health and Safety Activities to be performed by Contractors.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

- 4.4.1 **The following activities shall be strictly performed by the Principal Contractor and Sub Contractors on acceptance of the tender and before commencement of any work on the construction site.**

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the client or the client's agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A prior Risk Assessment shall be done on site before the commencement of any work by a competent Risk Assessor.

The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed, Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Protective equipment to be issued,
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Client, Agent or any Inspector.

All appointed workers shall have a proof of competency attached to the letter of appointment. The Construction Supervisor 6(1) shall have a detailed CV attached to his/her appointment letter.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Medical Fitness Certificates shall be obtained for the workers/operators as determined by the Risk Assessment.

- 4.4.2 **During the construction period** the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The type of additional training required on this project will be describe elsewhere.

Notification of Construction work shall be done to the Department of Labour within 7 days from commencement of the construction work.

Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.

Additional appointments shall follow as required by the Risk Assessment.

- 4.4.3 Should the Contractor at any stage in execution of the Works
- a) fail to implement or maintain his health and safety plan;
 - b) execute construction work which is not in accordance with his health and safety plan; or
 - c) act in any way which may pose a threat to the health and safety of persons, **the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.

- 4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

- 4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Client.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by client and Principal contractor in presence of witnesses
- A5 Health and Safety Specifications provided by the client
- A6 Copy of all Drawings – Schematics, Detail Drawings, As-Build Drawings etc.
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A9 Organogramme indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

Basic Appointments

- Appointment of Principal Contractor by Client
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Appointments of Specialists (Refer to a Specialist Company)

- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator
- Appointment of a Health and Safety Induction Trainer

Appointments of full time employees on site

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Concrete Mixer Operator (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in firefighting awareness)
- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid awareness)

A11 List of Contractors (Sub-Contractors)

A12 Evacuation plan

A13 The contents of all Training Material used on sited – eg.

Accredited and non-accredited training

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Toolbox talks

And all training records signed by workers

A14 Risk Assessments - All Risk Assessments done before and during the Construction period

A15 Registers as required

A16 Safe Work Procedures and material safety data sheets

A17 Fall protection plan

A18 Incident recording forms

A19 Medical records

A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

6 NOTIFICATION OF CONSTRUCTION WORK - REG 3 OF THE CONSTRUCTION REGULATION - FEBRUARY 2014

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

7 Contractor's SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.

8 SUPERVISION OF CONSTRUCTION WORK – REGULATION 6

The appointed Project Manager (Reg.16(2)) of the Principal Contractor shall appoint a full-time employee (Reg 6(1)) in writing as the construction supervisor. An assistant Construction Supervisor (Reg 6(2)) may also be appointed where required.

The same procedure applies to the Sub Contractors.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9 RISK ASSESSMENT – REGULATION 7

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.

The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of risks and hazards.
- Possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work-related procedures.

No employee shall enter the premises without induction training.

All employees on site shall be in the possession of a certificate of Health and Safety induction training.

The contents of the induction training shall be in writing and kept in the safety file.

10 LOCAL SERVICES

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

Telkom, Gas, Water, Electricity Supplies and other similar services.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11 SAFE WORKING LOADS

The Contractor shall ensure that -

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

12 MACHINE GUARDING

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

13 CONSTRUCTION VEHICLES AND MOBILE PLANT – REGULATION 21

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Physical and Psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles\
- b) 9kg dry powder Fire Extinguisher
- c) Safety belts and harnesses
- d) Inspection for leaking fuel or gasses which can cause a fire hazard
- e) Safe and suitable means of access
- f) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position
- vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
- viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protections must consist of adequate edge protection eg. guard rails and/or crash barriers
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

14 SIGNS AND NOTICES

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Traffic control signs	-	ROAD CLOSE
		DETOUR
		DIRECTION ARROWS
Warning signs	-	DANGER - MEN AT WORK
Prohibitory signs	-	NO ENTRY
Fire	-	POSITION OF EQUIPMENT ARROWS
First Aid	-	INFORMATION SIGNS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving.

Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day.

Prohibited area – TR208

Men at work – TW 336

15 EXCAVATION WORK – REGULATION 11

Excavation:

Definition: A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:
 - ⇒ Depth of the excavation
 - ⇒ Length of the excavation
 - ⇒ Existing services
 - ⇒ Barricading and demarcation

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done and a certificate shall be issued.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

Telkom, Gas, Water, Electricity Supplies and other similar services.

Inspection shall be done on all bracing and shoring on a:

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.

Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

16 BARRICADING AND DEMARCATION

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high Dayglo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

17 LADDERS

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person. Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure and must be fitted with non-skid devices.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

18 CONCRETE MIXERS – REGULATION 18

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

19 SCAFFOLDING – REGULATION 14

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

20 HOUSE KEEPING AND CONSTRUCTION SITES – REGULATION 25

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

21 STACKING AND STORAGE ON CONSTRUCTION SITES – REGULATION 26

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

All storage areas shall be kept neat and under control.

Registers and checklist on housekeeping shall be kept on site

22 FALL PROTECTION – REGULATION 8

A contractor shall cause-

- the designation of a competent person, responsible for the preparation of a fall protection plan;
- the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- steps to be taken in order to ensure the continued adherence to the fall protection plan.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The fall protection plan contemplated in sub regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- b) the processes for evaluation of the employees' physical and Psychological fitness necessary to work at elevated heights.

- **Safety Harness:**

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage, is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required.

It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- **Identify Risks:**

Lanyards must be used to attach tools and equipment used in elevated positions.

Scaffolding where possible must be provided.

On windy/rain days, special precautions are to be taken especially when working with loose roof sheets.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

23 STRUCTURES – REGULATION 9

1. A contractor shall ensure that-
 - (i) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work:
and
 - (ii) no structure or part of a structure is loaded in a manner which would render it unsafe.
2. The designer of a structure shall-
 - a) before the contractor is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
 - (i) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
 - (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
 - (iii) a geo-science technical report where appropriate;
 - (iv) the loading of the structure is designed to withstand; and
 - (v) the methods and sequence of construction process;
 - b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
 - (i) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
 - (ii) stop any contractor from executing any construction work which is not in accordance with the relevant design;
- d) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
- e) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- f) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- g) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- h) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

24 FORMWORK & SUPPORT WORK – REGULATION 10

A competent person shall be appointed in writing to supervise all formwork and support work.

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, client, client's agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.
 - Record must be kept of these inspections.
 - Weakened formwork or support work must be immediately reinforced.
 - Deck panels must be secured against displacement.
 - Persons must be prevented from slipping on support work.
 - Persons must not be affected by the use of solvents or any other similar substances.
 - Safe access must be provided for all support work.
 - Employees involved must be adequately trained and instructed to perform the work in a safe manner.
 - Foundations of formwork must be adequate to sustain the applied load.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

25 FIRST AID

25.1 Safety Notice Board

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

25.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

25.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

26 FIRE PRECAUTIONS ON CONSTRUCTION SITES – REGULATION 27

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment.

A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

27 CONSTRUCTION WELFARE FACILITIES – REGULATION 28

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Mobile toilets with bucket system shall be installed at the site.

Cleaning of buckets shall be arranged with the City Council.

Where applicable chemical toilets shall be provided.

Eating facilities shall be made available in the form of a shaded net, table and chairs.

For sites in remote areas, transport shall be made available for workers to and from sites.

28 TOXIC MATERIALS

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

29 HAZARDOUS CHEMICALS AND MATERIALS

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

30 COMMISSIONING SAFETY PRECAUTIONS

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

31 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES – REGULATION 22

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the client's authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

32 REGISTERS REQUIRED ON SITE

PPE - Personal Protective Clothing and Equipment issued

MACHINERY

- Daily Checklist - Compaction Machinery – Bowmag
- Daily Checklist - Compaction Machinery – Plate Compactor
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Checklist - Compaction Machinery – Tipper
- Daily Checklist - Compaction Machinery – Excavator
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Checklist - Compaction Machinery – Material Handler
- Daily Checklist - Compaction Machinery – Water Lorry
- Daily Checklist - Compaction Machinery – Bowmag
- Daily Checklist - Compaction Machinery – Mini Excavator
- Daily Checklist - Compaction Machinery – Bobcat
- Daily Checklist - Compaction Machinery – Concrete Mixer
- Operators on Construction Vehicles and Mobile Plant
- Training and Fitness Register

EQUIPMENT

- Ladder Inspection Register
- Scaffold Inspection Register
- Safety Harness Inspection Register
- Gas Cutting and Welding Inspection Register

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

HOUSE KEEPING

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

INCIDENTS

- Incident Register (Injury/ occupational disease record book Recording and investigation of incidents)
- Motor Vehicle Accident Report

FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

FIRST AID

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

TRAINING

- Induction Training Attendance Registers
- Risk Assessment Communication Registers

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PERMITS

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

INSPECTIONS

- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

33 SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE

- Stacking of material
- Working with angle grinders
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Heat Stress
- Electrical Safety
- Maintenance of Ladders
- Silica
- Trenches and open excavations

34 WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE

- Induction Training (Workplace awareness – Site specific)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Training of operators on Construction Vehicles and Mobile Plant
- First Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- HIV Training Unit 1 - The Nature of HIV/Aids
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental influences

35 TRAINING COURSES TO BE PRESENTED

PHASE 1

- Toolbox talks on the functions of the SHE Representative
- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV/Aids
- Toolbox talks on Environmental Awareness

PHASE 2

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Fire Fighting Awareness
- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 - Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 - Living with HIV/AIDS
- HIV Training Unit 6 - Treatment options for people with HIV/AIDS
- HIV Training Unit 7 - The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental Awareness

36 EQUIPMENT ON SITE

First Aid Kit (basic)

Fire Extinguishers

37 PERSONAL PROTECTIVE CLOTHING

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

37.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

37.2 Eye Protection

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

37.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at on this day of

..... 20.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

For and on behalf of the **Contractor**:

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____

For and on behalf of the **Employer**:

Print Name: _____

AS WITNESSES:

1. _____

2. _____

Print Name: _____

Print Name: _____

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MANDATORY NOTIFICATION OF CONSTRUCTION WORK
IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)
OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name:

Postal Address :

Compensation Fund Registration No.

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name:

ID No.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Postal Address:

Tel No. Cell phone No.

- C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):

Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....

.....

Co-ordinates (if available) Latitude (S)

Longitude (E)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F. Nature of the construction work:

.....

.....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site:

J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

K. Particulars of Employer (client)

Name:

Postal Address:

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. Cell phone No.

L. Particulars of Design Engineer

Name:

Postal Address:

Tel No. Cell phone No.

Signed at on this day of 20.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INFORMATION TO BE SUPPLIED BY THE TENDERER

The following forms shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No.

Expiring Date

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name:

ID No.

Postal Address:

Tel No. Cell phone No.

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name:.....Qualifications.....

D Particulars of First Aider

Name:

ID No.

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name:

ID No.

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION C3.6: LIST OF BID DRAWINGS

Drawing no	Drawing Title
JMRW-20/D/D/001	Typical example of slotted casing
JMRW-20/D/D/002	Borehole design Option A
JMRW-20/D/D/003	Borehole design Option B
JMRW-20/D/D/004	Typical V-notch Construction
JMRW-20/D/D/005	Finishing of unsuccessful / abandoned borehole
JMRW-20/D/D/006	Example of an approved jetting tool
JMRW-20/D/D/007	Verically test equipment
JMRW-20/D/D/008	Borehead finishing details

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



JOE MOROLONG LOCAL MUNICIPALITY

RURAL WATER SUPPLY PROGRAMME (DRILLING)
TENDER DRAWINGS
VOLUME 2

CONTRACT NUMBER: B200-2020
OCTOBER 2020

Contractor

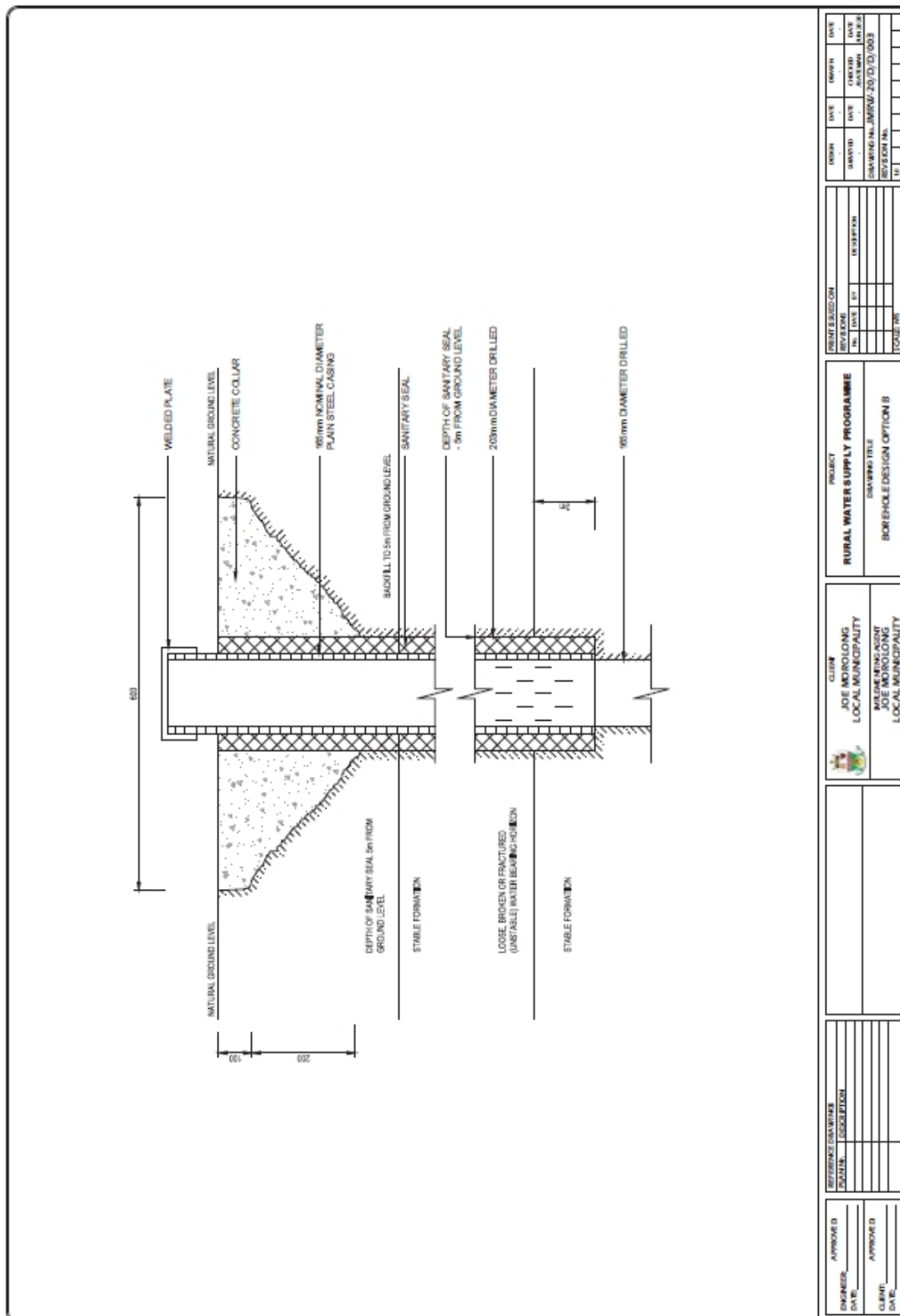
Witness 1

Witness 2

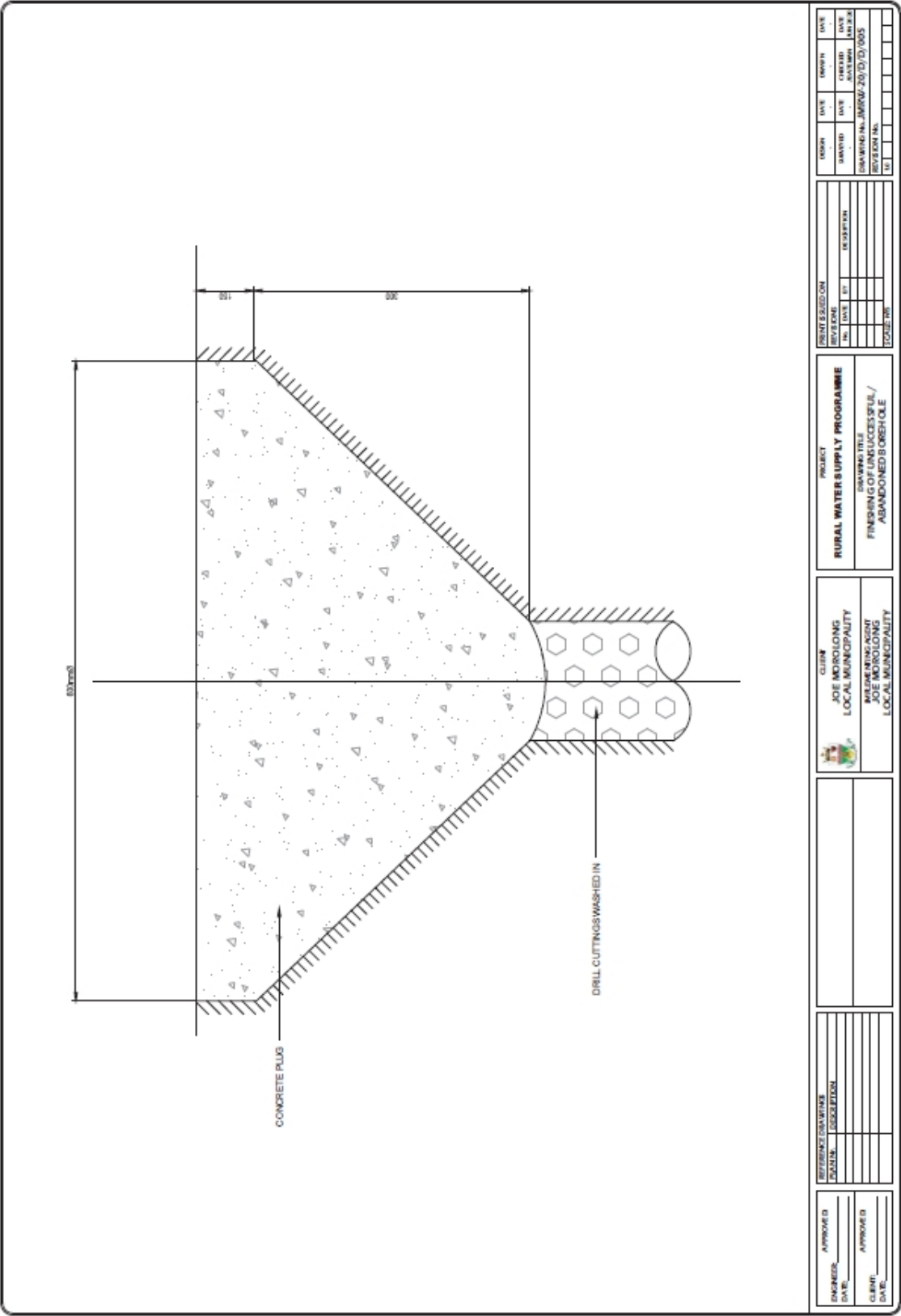
Employer

Witness 1

Witness 2



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



DESIGN	DATE	DRAWN	DATE	CHECKED	DATE
REVISION	DATE	REVISION	DATE	REVISION	DATE
DRAWING NO. JMRW-2013-0007					
REVISION NO.					

PROJECT	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE
RURAL WATER SUPPLY PROGRAMME					
DRAWING TITLE					
VERTICALLY TEST EQUIPMENT					

CLIENT	DATE	DESCRIPTION	DATE	DESCRIPTION	DATE
JOE MOROLONG LOCAL MUNICIPALITY					
DRAWING NO.					

APPROVED BY	DATE	APPROVED BY	DATE	APPROVED BY	DATE
ENGINEER					
CLIENT					

Contractor

Witness 1

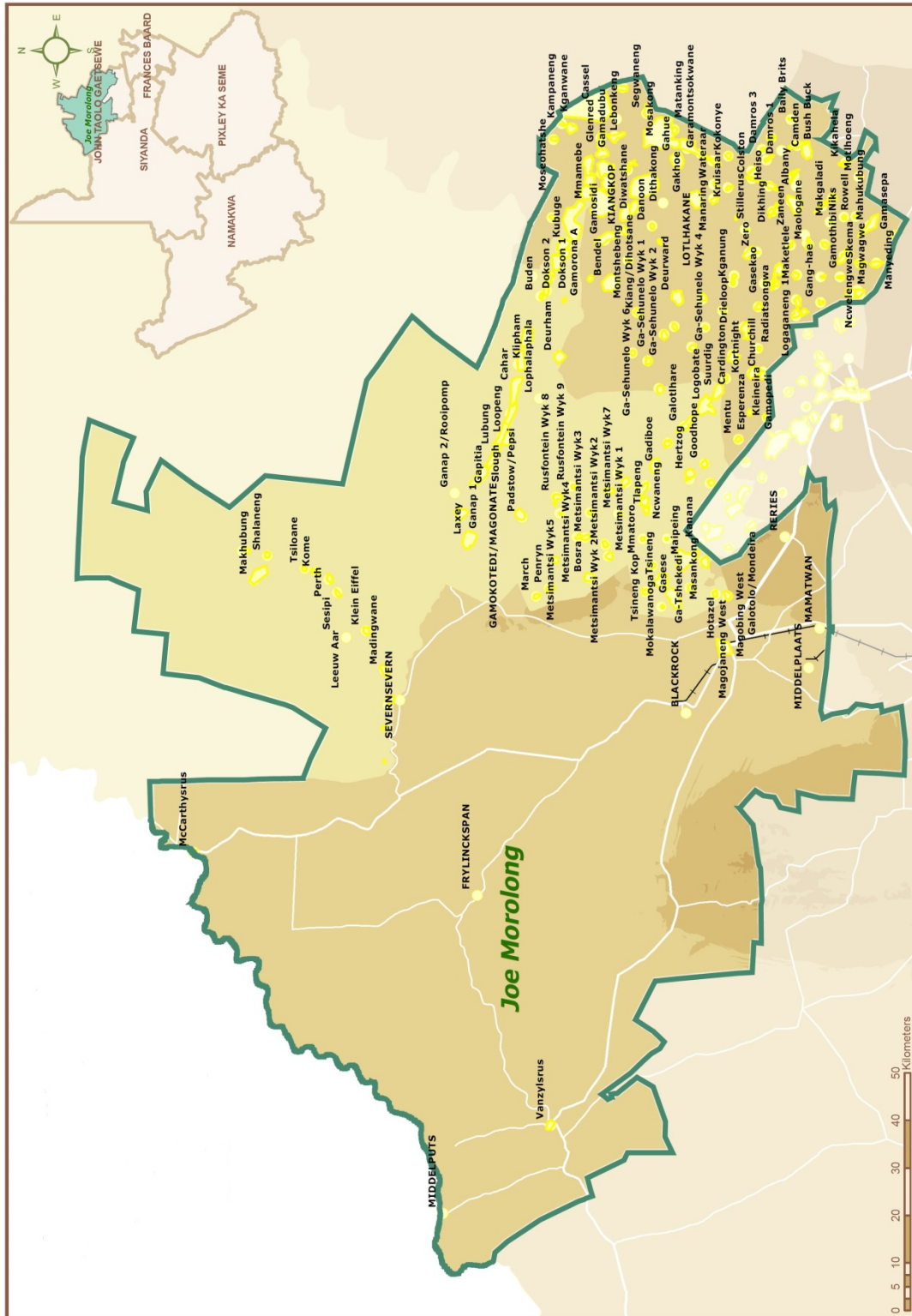
Witness 2

Employer

Witness 1

Witness 2

The Provision of the Borehole Drilling services as required per the Description of Works will take place at different locations throughout the municipal area over the next three (3) years.



Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 2: THE CONTRACT

PART C5 MBD FORMS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SECTION C5.1 : DECLARATION OF PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD5)

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

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable

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

.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable

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

- 2.2 If yes, provide particulars.

.....

.....

.....

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable

- 3.1.1 If yes, furnish particulars

.....

.....

.....

- 4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable

- 4.1 If yes, furnish particulars

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

**CERTIFICATION****I, THE UNDERSIGNED (NAME)****FULL NAME****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.****I ACCEPT THAT, IN ADDITION TO THE CANCELLATION OF THIS BID CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**.....
Signature.....
Date.....
Position.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION C5.2 : DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2022, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2022 make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible at no cost on:

http://www.thdti.gov.za/industrial_development/ip.jsp

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

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

Description of services, works or goods	Stipulated minimum threshold
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%
	%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

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

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

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

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

IN RESPECT OF BID NO: B240-2024

ISSUED BY: #EntityNameUC#

NB

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

I, the undersigned,

FULL NAMES

--

do hereby declare, in my capacity as:

CAPACITY

--

of

NAME OF BIDDER ENTITY

--

, the following:

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

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness

with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in the Preferential Procurement Regulations, 2022 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

SECTION C5.3 : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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 bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 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.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness

2

CERTIFICATE OF BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

B240-2024 : Panel of Contractors for Borehole Drilling (3 Years Period)

in response to the invitation for the bid made by:

JOE MOROLONG LOCAL MUNICIPALITY

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

I certify, on behalf

of: _____ that:
(Name of Bidder)

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness



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

..... Signature	 Date
..... Position	 Name of Bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness

JOE MOROLONG LOCAL MUNICIPALITY

BID NO : B240-2024

Panel of Contractors for Borehole Drilling (3 Years Period)

PORTION 2: THE CONTRACT

PART C6 Supply Chain Management Policy

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



JOE MOROLONG LOCAL MUNICIPALITY

SUPPLY CHAIN POLICY 2024/25 FY

JOE MOROLONG LOCAL MUNICIPALITY



SUPPLY CHAIN POLICY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY
LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 Date of adoption: council meeting

Council resolves in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003), to adopt the following proposal as the Supply Chain Management Policy of the Joe Morolong Local Municipality.

TABLE OF CONTENTS

1. Definitions

CHAPTER 1
IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

- 2. Supply chain management policy
- 3. Amendment of supply chain management policy
- 4. Delegation of supply chain management powers and duties
- 5. Sub delegations
- 6. Oversight role of council
- 7. Supply chain management units
- 8. Training of supply chain management officials

CHAPTER 2
SUPPLY CHAIN MANAGEMENT SYSTEM

- 9. Format of supply chain management system
 - Part 1: Demand management**
- 10. System of demand management
 - Part 2: Acquisition management**
- 11. System of acquisition management
- 12. Range of procurement processes
- 13. General preconditions for consideration of written quotations or bids
- 14. Lists of accredited prospective providers

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

15. Petty cash purchases
16. Formal written price quotations
17. Procedures for procuring goods or services through written or verbal quotations and formal written price quotations
19. Competitive bidding process
20. Process for competitive bidding
21. Bid documentation for competitive bids
22. Public invitation for competitive bids
23. Procedure for handling, opening and recording of bids
24. Negotiations with preferred bidders
25. Two-stage bidding process
26. Committee system for competitive bids
27. Bid specification committees
28. Bid evaluation committees
29. Bid adjudication committees
30. Procurement of banking services
31. Procurement of IT-related goods or services
32. Procurement of goods and services under contracts secured by other organs of state
33. Procurement of goods necessitating special safety arrangements
34. Proudly SA Campaign
35. Appointment of consultants
36. Deviation from, and ratification of minor breaches of, procurement processes
37. Unsolicited bids
38. Combating of abuse of supply chain management system

Part 3: Logistics, Disposal, Risk and Performance Management

39. Logistics management
40. Disposal management
41. Risk management

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

42. Performance management

Part 4: Other matters

- 43. Prohibition on awards to persons whose tax matters are not in order
- 44. Prohibition on awards to persons in the service of the state
- 45. Awards to close family members of persons in the service of the state
- 46. Ethical standards
- 47. Inducements, rewards, gifts and favours
- 48. Sponsorships
- 49. Objections and complaints
- 50. Resolution of disputes, objections, complaints and queries
- 51. Contracts providing for compensation based on turnover
- 52. Commencement

DEFINITIONS

1. In this Policy, unless the context otherwise indicates, a word or expression to which a meaning has been assigned in the Act has the same meaning as in the Act, and –
“**Municipality**” means the Joe Morolong Local Municipality
“**Municipal entity**” has the meaning assigned to it by Section 1 of the Municipal systems Act, 2000.

"other applicable legislation" means any other legislation applicable to municipal supply chain management, including -

- [a] the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- (b) the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- and
- [c] the Construction Industry Development Board Act, 2000 (Act No.38 of 2000);

"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 of 1999);

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

“Sole Provider”-means a provider of specialized or exclusive goods/services who has a sole distribution / patent /manufacturing rights and copy rights.

“senior manager” means a director appointed in terms of section 56 of the Municipal Systems Act, 2000 or an acting director appointed by the Accounting Officer.

“The Act” means the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

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

“THE REGULATIONS” means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations published by Government Notice 10684 of 2017;

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

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; “Black People”; **has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;**

BLACK DESIGNATED GROUPS – has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act;

BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT – means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)

CO-OPERATIVE – means a co-operative registered in terms of section 7 of the Co-operatives ACT, 2005 (Act No. 14 of 2005);

DESIGNATED GROUP means –

- (a) black designated groups;
- (b) black people;
- (c) women;
- (d) people with disabilities, or
- (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, (Act No. 102 of 1996);

“DESIGNATED SECTOR” – means a sector, sub-sector or industry or product designated in terms of regulation 8(1) (a)

EME means and exempted of the 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;

“FUNCTIONALITY” – means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;

MILITARY VETERAN – has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);

NATIONAL TREASURY has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PEOPLE WITH DISABILITIES - has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);

PRICE – includes all applicable taxes less all unconditional discounts,

“PROOF OF B-BBEE STATUS LEVEL OF CONTRIBUTOR” – means –

- (a) the B-BBEE status level certificate issued by an authorised body or person;
- (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, or
- (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;

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

RURAL AREA - means

- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

STIPULATED MINIMUM THRESHOLD – means the minimum threshold stipulated in terms of regulation 8 (1) (b);

TOWNSHIP – means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;

TREASURY – has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and

YOUTH – has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

“accredited” means goods / services that are officially recognized, are generally accepted

or having a guaranteed quality.

“competitive bid” means a bid in terms of a competitive bidding process;

“competitive bidding process” means a competitive bidding process referred to in paragraph 12 (1) (d) of this Policy;

“Accounting officer” means the Accounting Officer referred to in section 60 of the Municipal Finance Management Act, No. 56 of 2003, in relation to a municipal entity, means the official referred to in section 93, and includes a person acting as the accounting officer.

“Accredited Agent” means a provider who is authorized to deliver certain goods / services and can be trading in a specific area; however, an accredited agent is not a sole provider.

“emergency procurement” emergency cases are cases where immediate action is necessary in order to avoid dangerous or risky situation (life threatening) or misery such as floods or fires.

“exceptional / urgent cases” exceptional cases are cases where early delivery is of critical importance and the invitation of competitive bids is either impossible or impractical.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

However, a lack of proper planning should not be constituted as an urgent case subject to the approval of the Accounting Officer. The nature of the urgency and the details of the justifiable procurement must be recorded and the AO to approve.

“final award”, in relation to bids or quotations submitted for a contract, means bids or quotations submitted for a contract, means the final decision on which-bid or quote to accept;

“formal written price quotation” means quotations referred to in paragraph 12 (1) (c) of this Policy;

“Fruitless and wasteful expenditure”- is defined in section 1 of the MFMA as follows: expenditure made in vain and would have been avoided had reasonable care been exercised;

“Irregular expenditure”- as contemplated in MFMA section 32 and refers to the;

- Municipal Finance Management Act, Act56 of 2003, and its regulations
- Municipal Systems Act, Act 32 of 2000, and its regulations
- Public Office-Bearers Act, Act20 of 1998, and its regulations; and
- The municipality’s supply chain management policy, and any by-laws giving effect to that policy.

“long term contract” means a contract with a duration period exceeding one year;

“list of accredited prospective providers” means the list of accredited prospective providers which the municipality must keep in terms of paragraph 14 of this policy;

“Central Supplier Database (CSD)”- is a single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government’s supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

e-Tender Publication Portal - facilitates all government institutions to publish their tenders, corrigendum and award notices on a single platform. This portal gives FREE access to public sector tender opportunities in South Africa.

“Transversal contract” means a contract arranged for more than one dept/mun or for more than one level of government e.g. National and Provincial Government.

“Treasury guidelines” means any guidelines on supply chain management issued by the Minister in terms of section 168 of the Act;

“Unauthorized expenditure” - means any expenditure incurred by a municipality otherwise than in accordance with section 15 or 11 [3] and includes-

[a] overspending of the total amount appropriated in the municipality’s approved budget;

[b] overspending of the total amount appropriated for a vote in the approved budget;

[c] expenditure from a vote unrelated to the department or functional area covered by the vote;

[d] expenditure of money appropriated for a specific purpose, otherwise than for that specific purpose;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- [e] spending of an allocation referred to in paragraph [b], [c] or [d] of the definition of “allocation” otherwise than in accordance with any conditions of the allocation; or**
[f] a grant by the municipality otherwise than in accordance with the MFMA.

CHAPTER 1

IMPLEMENTATION OF SUPPLY CHAIN MANAGEMENT POLICY

Supply chain management policy

2. (1) All officials and other role players in the supply chain management system of the municipality **must** implement this Policy in a way that
- (a) gives effect to -
 - (i) section 217 of the Constitution; and
 - (ii) Part 1 of Chapter 11 and other applicable provisions of the Act;
 - (b) is fair, equitable, transparent, competitive and cost effective;
 - (c) complies with -
 - (i) the Regulations; and
 - (ii) any minimum norms and standards that may be prescribed in terms of section 168 of the Act;
 - (d) is consistent with other applicable legislation;
 - Broad Based Black Economic Empowerment Act [B-BBEEA];
 - Corruption Act, 1998 – anti-corruption measures and practices;
 - Competition Law and Regulations;
 - Promotion of Administrative Justice Act, 2000;
 - National Archives of South Africa Act, 1996;
 - National Small Business Act;
 - Construction Industry Development Board Act, 2000 [Act no 38 of 2000].
 - Preferential Procurement Policy Framework Act
 - (e) does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres; and
 - (f) is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.
- (2) The municipal entity must, in addition to complying with subparagraph (1), apply this Policy, to the extent determined by the parent municipality, in a way that and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- that is consistent with the supply chain management policy of the municipality.
- (3) This Policy applies when the municipality-
 - (a) procures goods or services;
 - (b) disposes goods no longer needed;
 - (c) selects contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies; or
 - (d) selects external mechanisms referred to in section 80 (1) (b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.
 - (4) This Policy, except were provided otherwise, does not apply in respect of the procurement of goods and services contemplated in section 110(2) of the Act, including
 - (a) water from the Department of Water Affairs or a public entity, another municipality or a municipal entity; and
 - (b) electricity from Eskom or another public entity, another municipality or a municipal entity.

Amendment of the supply chain management policy

- 3. (1) The accounting officer must -
 - (a) at least annually review the implementation of this Policy; and
 - (b) when the accounting officer considers it necessary, submit proposals for the amendment of this Policy to the council.
- (2) If the accounting officer submits proposed amendments to the council that differs from the model policy issued by the National Treasury, the accounting officer must -
 - (a) ensure that such proposed amendments comply with the Regulations; and
 - (b) report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
- (3) When amending this supply chain management policy, the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses must be taken into account.

Delegation of supply chain management powers and duties

- 4. (1) The council hereby delegates all powers and duties to the accounting officer which are necessary to enable the accounting officer-
 - (a) to discharge the supply chain management responsibilities conferred on accounting officers in terms of -

9 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) Chapter 8 or 10 of the Act; and
 - (ii) this Policy;
 - (b) to maximise administrative and operational efficiency in the implementation of this Policy;
 - (c) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favouritism and unfair and irregular practices in the implementation of this Policy; and
 - (d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.
- (2) Sections 79 and 106 of the Act apply to the sub delegation of powers and duties delegated to an accounting officer in terms of subparagraph (1).
- (3) The accounting officer may not sub delegate any supply chain management powers or duties to a person who is not an official of the municipality or to a committee which is not exclusively composed of officials of the municipality.
- (4) This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this Policy.

Sub delegations

5. (1) The accounting officer may in terms of section 79 or 106 of the Act sub delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this Policy, but any such sub delegation must be consistent with subparagraph (2) of this paragraph and paragraph 4 of this Policy.
- (2) The power to make a final award -
- (a) above R 10 million (VAT included) may not be sub delegated by the accounting officer;
 - (b) above R2 million (VAT included), but not exceeding R10 million (VAT included), may be sub delegated but only to -
 - (i) The Chief Financial Officer;
 - (ii) A senior manager;(Director)
 - (iii) a bid adjudication committee comprises of:
Chief Financial Officer
Director technical services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Director economic development, planning and tourism
Director Community Services

- (c) not exceeding R2 million (VAT included) may be sub delegated but only to -
- (i) the chief financial officer;
 - (ii) a senior manager;
 - (iii) a manager -directly accountable to the chief financial officer or a senior manager; or -
 - (iv) a bid adjudication committee comprises of:
Chief Financial Officer
Director technical services
Director economic development, planning and tourism
Director community services
Head of Supply Chain
- (3) An official or bid adjudication committee to which the power to make final awards has been sub delegated in accordance with subparagraph (2) must within five days of the end of each month submit to the official referred to in subparagraph (4) a written report containing particulars of each final award made by such official or committee during that month, including-
- (a) the amount of the award;
 - (b) the name of the person to whom the award was made; and
 - (c) the reason why the award was made to that person.
- (4) A written report referred to in subparagraph (3) must be submitted
- (a) to the accounting officer, in the case of an award by -
 - (i) the chief financial officer;
 - (ii) a senior manager; or
 - (iii) a bid adjudication committee of which the chief financial officer or a senior manager is a member; or
 - (b) to the chief financial officer or the senior manager responsible for the relevant bid; in the case of an award by-
 - (i). a manager referred to in subparagraph (2)(c)(iii); or
 - (ii) a bid adjudication committee of which the chief financial officer or a senior manager is not a member.
- (5) Subparagraphs (3) and (4) of this policy do not apply to procurements out of petty cash.
- (6) This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 26 of this Policy.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (7) No supply chain management decision-making powers may be delegated to an advisor or consultant.

Oversight role of council

6 (1) The council reserves its right to maintain oversight over the implementation of this Policy.

- (2) For the purposes of such oversight the accounting officer must -
- (a) (i) within 30 days of the end of each financial year, submit a report on the implementation of this Policy and the supply chain management policy to the council of the municipality.
 - (ii) whenever there are serious and material problems in the implementation of this Policy, immediately submit a report to the council, who must then submit the report to the accounting officer of the municipality for submission to the council

- (3) The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the mayor.

- (4) The reports must be made public in accordance with section 21A of the Municipal Systems Act.

(5) No councillor may be a member of bid committee or any other committee, evaluating or approving quotations or bids nor attending any meeting of such committees as an observer in terms of section 117 of the MFMA.

Supply chain management unit

7. (1) A supply chain management unit is hereby established to implement this, Policy.

- (2) The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.

Training of supply chain management officials

8. (1) The training of officials involved in implementing this Policy should be in accordance with any Treasury guidelines on supply chain management training.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

CHAPTER 2

SUPPLY CHAIN MANAGEMENT SYSTEM

11. Format of supply chain management systems

- (1) This Policy provides systems for -
- (i) demand management;
 - (ii) acquisition management;
 - (iii) logistics management;
 - (iv) disposal management;
 - (v) risk management; and
 - (vi) performance management.

Part 1: Demand management

System of demand management

10 (1) The accounting officer must establish and implement an appropriate demand management system in order to ensure that the resources required by the municipality support its operational commitments and its strategic goals outlined in the Integrated Development Plan

- (2) The demand management system must -
- (a) include timely planning and management processes to ensure that all goods and services required by the municipality are quantified, budgeted for and timely and effectively delivered at the right locations and at the critical delivery dates, and are of the appropriate quality and quantity at a fair cost;
 - (b) take into account any benefits of economies of scale that may be derived in the case of acquisitions of a repetitive nature; and
 - (c) provide for the compilation of the required specifications to ensure that its needs are met.
 - (d) To undertake appropriate industry analysis and research to ensure that innovations and technological benefits are maximized.
 - (e) The municipality must compile a Procurement Plan containing all planned procurement for the financial year in respect of the procurement of goods, services and infrastructure projects which exceed R300 000 [all applicable taxes included]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

per case as described in the Supply Chain Management Guide for Accounting Officers. The procurement plan must be finalized on the 1 July every year. The relevant information should preferably be furnished in the format contained in the MFMA Circular 62 (Annexure A and B).

(3) Framework for Infrastructure Procurement

The framework for infrastructure procurement outlines the minimum infrastructure procurement policy requirements for municipal planning and implementation. The strategic direction set in the Integrated Development Plan (IDP) informs the framework for infrastructure procurement. For example, procurement strategies must be aligned to the municipality's developmental and internal transformation needs, as specified in the IDP.

3.1 Minimum Requirement for Infrastructure Procurement

- a) Infrastructure procurement must be undertaken in accordance with all applicable Infrastructure Procurement related legislation and this Framework.
- b) Infrastructure procurement must be implemented in accordance with the institutional Supply Chain Management System, which promotes differentiated procurement for infrastructure.
- c) Infrastructure procurement must be implemented in accordance with the procurement gates prescribed in clause 3.1.2 below.
- d) The Accounting Officer must ensure that a budget is available for the duration of the project, in line with MFMA provisions for capital and operating budgets.
- e) The Accounting Officer must ensure that cash flow management processes are in place to meet payment obligations within the time periods specified in the contract.
- f) Procurement gates provided in 6.3 below must be used, as appropriate, to:
 - (i) Authorise commencement of activities that lead to the next control gate;
 - (ii) Confirm conformity with requirements; and/or
 - (iii) Provide information
- g) The authorisation to proceed to the next procurement gate must be given by a delegated person or body. The delegated person or body must be able to apply relevant built environment knowledge and skill to achieve the intended results required at the relevant procurement gate. The level of detail contained in the documentation on which a decision to proceed to the next procurement gate is made, must be sufficient to enable an informed decision.
- h) The Accounting Officer must develop and implement effective and efficient emergency procurement procedures, including relevant approval delegation, in compliance with relevant legislation.
- i) The Accounting Officer must develop and implement an effective and efficient infrastructure disposal policy in line with the Municipal Asset Transfer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Regulations. The institution may consider disposal strategies aligned to their internal disposal policy, prior to proceeding with the procurement strategy.

- j) The Accounting Officer must keep records of Procurement Gate Approvals, in a manual or electronic format, with the following minimum requirements:
 - (i) Procurement gate;
 - (ii) Delegated person/s or body;
 - (iii) Date on which the approval request was received;
 - (iv) Date on which the approval was actioned; and
 - (v) Signature of the delegated person or body.
- k) All assets must be recorded in the municipal asset register as required by the GRAP standards.

3.1.1 Infrastructure Procurement Gates (PG1)

- a) Initiate a procurement process;
- b) **Minimum Requirement for PG 1:**
 - (i) Establish and clarify the procurement need, aligned to the municipality's development and transformation priorities specified in the IDP.
 - (ii) Determine a suitable title for the procurement, to be applied as the project description.
 - (iii) Prepare the broad scope of work for the procurement.
 - (iv) Perform market analysis.
 - (v) Estimate the financial value of proposed procurement and contract for budgetary purposes, based on the broad scope of work.
 - (vi) Confirm the budget.
 - (vii) Compliance with section 33 of the MFMA with respect to community and stakeholder consultation.
- c) **PG 1 is complete when a designated person or body makes the decision to proceed/not to proceed, with the procurement of the infrastructure.**

3.1.2 Procurement Gate 2 for PG 2:

- a) Approve procurement strategy to be adopted.
- b) **Minimum Requirement for PG 2:**
 - 1. Develop a procurement strategy aligned to the institutional procurement strategy:
 - (i) Establish contracting and pricing strategy comprising of an appropriate allocation of responsibilities and risks; and the methodology for contractor payments.
 - (ii) Identify service required for works.
 - (iii) Decide on contracting strategy.
 - (iv) Decide on pricing strategy.
 - (v) Decide on form of contract.
 - (vi) Establish opportunities for promoting preferential procurement in compliance with legislative provisions and the Construction Sector Code.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- c) **PG 2 is complete when a delegated person or body approves the procurement strategy that is to be adopted.**

3.1.3 Procurement Gate 3 (PG 3)

- a) Approve procurement documents.
- b) **Minimum requirements for PG 3:**
- 1) Prepare procurement documents that are compatible with:
 - (i) Approved procurement strategies.
 - (ii) Project management design documentation.
- c) **PG 3 is complete when the Bid Specification Committee approves the procurement document.**

3.1.4 Procurement Gate 4 (PG 4)

- a) Confirm that cash flow processes are in place to meet projected contractual obligations.
- b) Minimum requirement for PG 4
- 1) Confirm that cash flow processes are in place to meet contractual obligations.
 - 2) Establish control measures for settlement of payments within the time period specified in the contract.
- c) **PG 4 is complete when a delegated person or body confirms in writing that cash flow processes are in place; and control measures are established for the procurement to take place.**

Part 2: Acquisition management

System of acquisition management

11. (1) The accounting officer must implement the system of acquisition management set out in this Part in order to ensure -
- (a) that goods and services are procured by the municipality in accordance with authorised processes only;
 - (b) that expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the Act;
 - (c) that the threshold values for the different procurement processes are complied with; ·
 - (d) that bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are as per National and Provincial prescripts.
 - (e) that the preference point system used in accordance with the Preferential Procurement Regulations 2022.
 - (f) that any Treasury guidelines on acquisition management are properly taken into account.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(g) Verification of bids in excess of R10 million

Prior to advertisement:

Verification by the CFO

The senior manager responsible for a vote must submit to the CFO:

- proof that budgetary provision exists for the procurement of the goods/services and / or infrastructure projects;
- any ancillary budgetary implications related to the bid;
- any multi -year budgetary implications;

Prior to the award of a bid

Contracts above the value of R 10 million [all applicable taxes included] may only be awarded to the preferred bidder after the CFO has verified in writing that budgetary provision exists for the acquisition of the goods, infrastructure projects and /or services and that it is consistent with the Integrated Development Plan.

(h) Publication of awards in respect of advertised competitive bids [above the threshold

value of R 300 00].

The following information on the successful bids must be placed on the municipal website:

- Contract numbers and description of goods, services or infrastructure projects;
- Names of the successful bidders and the B-BBEE level of contribution claimed;
- Brand names and dates for completion of contracts.

(i) Functionality

Adhere to the revised guidelines when functionality is included as a criterion in the evaluation of bids [National Treasury note issued in September 2010].

(i)Clear indication must be given in bid documents if bids will be evaluated on functionality.

(ii) Evaluation criteria must be objective.

(iii) The weight of each criterion, applicable values, and the minimum qualifying score [for each bid on its own merit] must be indicated in the bid documents.

(iv) Bidders failing to achieve the qualifying score for functionality must be disqualified.

(v) Bidders achieving the minimum qualifying score must be evaluated further in terms of points for price and B-BBEE status level contribution

(vi) Must be determined separately for each tender; and

May not be so-

- low that it may jeopardise the quality of the required goods and services; or
- high that it is unreasonably restrictive.

(vii) Points scored for functionality must be rounded off to the nearest two decimal places.

(2) When procuring goods or services contemplated in section 110(2) of the Act must make public the fact that it procures such goods and services otherwise than through its supply chain management system, including -

- (a) the kind of goods or services; and
- (b) the name of the supplier.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11.(3) Framework for Infrastructure Procurement

The framework for infrastructure procurement outlines the minimum infrastructure procurement policy requirements for municipal planning and implementation. The strategic direction set in the Integrated Development Plan (IDP) informs the framework for infrastructure procurement. For example, procurement strategies must be aligned to the municipality's developmental and internal transformation needs, as specified in the IDP.

11.(3) (1) Procurement Gate 5 (PG 5)

a) Solicit tender offers.

b) Minimum requirements for PG 5

- (i) Invite contractors to submit tender offers.
- (ii) Receive tender offers.
- (iii) Record tender offers.
- (iv) Safeguard tender offers.

c) PG 5 is complete when tender offers received are recorded and safeguarded by a delegated person from the SCM unit.

11.(3) (2) Procurement Gate 6 (PG 6)

a) Evaluate tender offers premised on undertakings and parameters established in procurement documents.

b) Minimum Requirement for PG 6:

- (i) Determine whether tender offers are complete.
- (ii) Determine whether tender offers are responsive.
- (iii) Evaluate tender submissions.
- (iv) Review minimum compliance requirements for each tender.
- (v) Perform a risk analysis.
- (vi) Prepare a report on tender offers received, and on their achievement of minimum compliance.

c) PG 6 is complete when the chairperson of the Bid Evaluation Committee approves the BEC report.

11.(3)(3) Procurement Gate 7 (PG 7)

a) Award the contract.

b) Minimum Requirement for PG 7:

18 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) Bid adjudication committee review of the BEC evaluation report.
- (ii) Bid Adjudication Committee makes an award.
- (iii) Accounting Officer Approval of the tender process.
- (iv) Notify successful tenderer and unsuccessful tenderers of the outcome.
- (v) Sign contract document.
- (vi) Formally accept tender offer.

c) **PG 7 is complete when the Accounting Officer, or the Bid Adjudication Committee where delegated, confirms that the tenderer has provided evidence of complying with all requirements stated in the tender data and formally accepts the tender offer in writing, and issues the contractor with a signed copy of the contract.**

Range of procurement processes

12. (1) A supply chain management policy must, subject to regulation **11(2)**, provide for the procurement of goods and services by way of –

(a) petty cash purchases, up to a transaction value of **R2000** (VAT included);

(c) formal written price quotations for procurement of a transaction value over—

(i) R2000 up to R300 000 (VAT included)

(d) a competitive bidding process for—

(i) procurement above a transaction value of R300 000 (VAT included)

(2) A supply chain management policy may allow the accounting officer in writing –

(a) to lower, but not to increase, the different threshold values specified in sub regulation (1); or

(b) to direct that –

(ii) formal written price quotations be obtained for any specific procurement of a transaction value lower than **R10 000**; or

(iii) a competitive bidding process be followed for any specific procurement of a transaction value lower than the competitive bidding thresholds specified in sub regulation (1)(c)(i) to (iii).

(c) formal written price quotations for procurements of a transaction value over **R2 000 up to R300 000** (VAT included); and a competitive bidding process for-

(d)(i) procurements above a transaction value of **R300 000** (VAT included);

(3)(i) Goods or services may not be deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy.

(ii) When determining transaction values, a requirement for goods or services consisting of different parts to items must as far as possible be treated and dealt with single transaction.

General preconditions for consideration of written quotations or bids

19 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

13. A written quotation or bid may not be considered unless the provider who submitted the quotation or bid -
- (a) has furnished that provider's -
- (i) full name;
 - (ii) identification number or company or other registration number; and
 - (iii) tax reference number and VAT registration number, if any;
 - (iv) registered on Central Supplier Database (CSD) with a tax compliant status;
 - (v) check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears for more than three [3] months; or if the bidder lives in the rural area, he or she should get proof of residence from the chief of the village of the area
 - (vi) requirements for construction and engineering related bids should be awarded according to CIDB regulations;
 - (vii) The CIDB Act requires that all projects need to be registered with the CIDB;
 - (viii) Before an award is done to a contractor, the contractor's CIDB grading must be confirmed with the CIDB website;
 - (ix) The CIDB grading designation is as follows:

Grading designation	Less than or equal to
1	R 500 000
2	R 1000 000
3	R 3 000 000
4	R 6 000 000
5	R 10 000 000
6	R 20 000 000
7	R 60 000 000
8	R 200 000 000
9	No Limit

- (b) has authorised the municipality to obtain a tax clearance from the South African Revenue Services that the provider's tax matters are in order; and [the tax compliant status be verified on the Central Supplier Database (CSD)] and
- (c) has indicated -
 - (i) whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
 - (ii) if the provider is not a natural person, whether any of its directors, managers, principal shareholders or- stakeholder is in the service of the state, or has- been in the service of the state in the previous twelve months; or
 - (iii) whether a spouse, child or parent of the provider or of a director, manager,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months.

Lists of accredited prospective providers

18.(1) A supply chain management policy must –instruct the accounting officer

(i) to keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements of the municipality or municipal entity through formal written price quotations;

(ii) at least once a year through newspapers commonly circulating locally, the website of the municipality or municipal entity and any other appropriate ways, to invite prospective providers of goods or services to apply for evaluation and listing as accredited prospective providers;

(b) specify the listing criteria for accredited prospective providers; and

(c) disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.

2. The list must be updated at least quarterly to include any additional prospective providers and any new commodities or types of services. Prospective providers must be allowed to submit applications for listing at any time.

3. The list must be compiled per commodity and per type of service.

Petty cash purchases

15. The conditions for the procurement of goods by means of petty cash purchases referred to in paragraph 12 (1) (a) of this Policy, are as follows -

(a) council determine the terms on which a manager may delegate responsibility for petty cash to an official reporting to the manager;

(b) council determine the maximum number of petty cash purchases or the maximum amounts per month for each manager;

(c) council determine any types of expenditure from petty cash purchases that are excluded, where this is considered necessary; and

(d) a monthly reconciliation report from each manager must be provided to the chief financial officer, including -

(i) the total amount of petty cash purchases for that month; and

21 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ii) receipts and appropriate documents for each purchase.

Formal written price quotations -

- 17. (1)** The conditions for the procurement of goods or services through formal written price quotations, are as follows:
- (a) quotations must be obtained in writing from at least three different providers whose names are listed on Central Supplier Database
 - (b) if it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the chief financial officer or an official designated by the chief financial officer, and
 - (c) the accounting officer must record the names of the potential providers and their written quotations.
- (2) A designated official referred to in subparagraph (1) (c) must within three days of the end of each month report to the chief financial officer on any approvals given during that month by that official in terms of that subparagraph.

Procedures for procuring goods or services through formal written price quotations

18. A supply chain management policy must determine the procedure for the procurement of goods or services through formal written formal written price quotations, and must stipulate—
- (a) that all requirements in excess of R30 000 (**VAT** included) that are to be procured by means of formal written price quotations must, in addition to the requirements of regulation 17, be advertised for at least seven days on the website and an official notice board of the municipality or municipal entity;
 - (b) that when using the list of accredited prospective providers, the accounting officer must promote ongoing competition amongst providers, including by inviting providers to submit quotations on a rotation basis;
 - (c) that the accounting officer must take all reasonable steps to ensure that the procurement of goods and services through formal written price quotations is not abused and
 - (d) that the accounting officer or chief financial officer must on a monthly basis be notified in writing of all formal written price quotations accepted by an official acting in terms of a sub delegation;
 - (e) requirements for proper record keeping.
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Competitive bids

22 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

19. A supply chain management policy must specify—
1. (a) that goods or services above a transaction value of—
 - (i) R300 000 (VAT included), in the case of a local municipality; may be procured by the municipality or municipal entity only through a competitive bidding process, subject to regulation 11(2); and
 - (b) that no requirement for goods or services above an estimated transaction value of—
 - (i) R300 000 (VAT included), in the case of a local municipality;may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.
5. The 80/20-point system is applicable from R2 000 [all taxes included] up to R50 million [all taxes included]
6. The 90/10-point system is applicable to bids invited exceeding R 50 million [all taxes included]
4. The specification committee will make proposals if functionality points need to be used and the evaluation committee will approve a variation in the point system for a specific bid.
5. For construction procurements the CIDB Act and Regulations are to be used for quotations/bids.

Process for competitive bidding

20. The procedures for the following stages of a competitive bidding process are as follows:
- (a) Compilation of bidding documentation as detailed in paragraph 21;
 - (b) Public invitation of bids as detailed in paragraph 22;
 - (c) Site meetings or briefing sessions as detailed in paragraph 22;
 - (d) Handling of bids submitted in response to public invitation as detailed in paragraph 23;
 - (e) Evaluation of bids as detailed in paragraph 28;
 - (f) Award of contracts as detailed in paragraph 29;
 - (g) Administration of contracts
 - (i) After approval of a bid, the accounting officer and the bidder must enter into a written agreement.
 - (k) Evaluation of bids that scored equal points
- In the event that two or more bids have scored equal total, the successful bid must be the one that scored the highest points for specific goals.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If two or more bids have equal points, including equal preference points for specific goals, the successful bid must be the one scoring the highest points for functionality if functionality is part of the evaluation process.

In the event that two or more bids are equal in all respects, the award must be decided by drawing lots.

(l) Cancellation and re-invitation of bids

(i) Addition of sub-regulation related to cancellation of tender due to material Irregularities.

(ii) Also, in addition of a provision that an organ of state may cancel a tender for the second time, only with the approval of the relevant treasury.

(m) Awarding of contracts

A contract must be awarded to the bidder who scored the highest total number of points in terms of the specific goals. In exceptional circumstances a contract may, on reasonable and justifiable grounds be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.

(n) Sale and letting of assets

In instances where assets are sold or leased, by means of a bidding process, the bid must be awarded to the bidder with the highest price

(o) Proper record keeping

(i) Original / legal copies of written contracts agreements should be kept in a secure place for reference purposes.

Bid documentation for competitive bids

21. The criteria to which bid documentation for a competitive bidding process must comply, must-

(a) take into account -

(i) the general conditions of contract and any special conditions of contract, if specified;

(ii) any Treasury guidelines on bid documentation; and

(iii) the requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;

(b) include the specific goals to be used, goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;

(c) compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;

(d) if the value of the transaction is expected to exceed R 10 million (VAT included), require bidders to furnish-

(i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements-

(aa) for the past three years; or

(bb) since their establishment if established during the past three years;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days;
- (iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution. of such contract;
- (iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic; and
- (e) stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- (f) The Accounting Officer reserves the right to stipulate such a dispute to be settled utilizing a court of law preferably within the municipal boundaries or as close as possible to the municipal boundaries

Public invitation for competitive bids

22. (1) The procedure for the invitation of competitive bids, is as follows:
- (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement in newspapers commonly circulating locally, the website of the municipality or any other appropriate ways which include for;
 - (i) **GOODS AND SERVICES:**
Advertisement of Bids and the Publication of notices in respect of Awards, Cancelled Bids, Verification and Extension of existing contracts on the e-Tender Publication Portal and Government Tender Bulletin; and
 - (ii) **WORKS AND INFRASTRUCTURE:**
Advertisement of Bids and the Publication of notices in respect of Awards, and cancellation of bids on the CIDB i-Tender.
 - (b) the information contained in a public advertisement, must include-
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R 10 million (VAT included), or which are of a long-term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper, subject to subparagraph (2) of this policy;
 - (ii) a statement that bids may only be submitted on the bid documentation provided by the municipality or the bid document uploaded on the e-tender

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- portal; and
 - (iii) date, time and venue of any proposed site meetings or briefing sessions;
- (2) The accounting officer may determine a closure date for the submission of bids on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- (3) Bids submitted must be sealed.
- (4) Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.

Procedure for handling, opening and recording of bids

23. The procedures for the handling, opening and recording of bids, are as follows:

- (a) Bids-
 - (i) must be opened only in public;
 - (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired; and
 - (iii) received after the closing time should not be considered and returned unopened immediately.
- (b) Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price;
- (c) No information, except the provisions in subparagraph (b), relating to the bid should be disclosed to bidders or other persons until the successful bidder is notified of the award; and
- (d) The accounting officer must-
 - (i) record in a register all bids received in time;
 - (ii) make the register available for public inspection; and
 - (iii) publish the entries in the register and the bid results on the website.

Negotiations with preferred bidders

24. (1) The accounting officer may negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation -
- (a) does not allow any preferred bidder a second or unfair opportunity;
 - (b) is not to the detriment of any other bidder; and

26 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (c) does not lead to a higher price than the bid as submitted.
- (d) upon approval to negotiate, the AO/AA must appoint a cross functional negotiation team, with one member appointed to be team leader.
- (e) the negotiation team leader must ensure that all members of the negotiating team are clear on the negotiation strategy and desired outcomes.

(2) Minutes of such negotiations must be kept for record purposes.

Two-stage bidding process

25. (1) A two-stage bidding process is allowed for -
- (a) large complex projects;
 - (b) projects where it may be undesirable to prepare complete detailed technical specifications; or
 - (c) long term projects with a duration period exceeding three years.
- (2) In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.
- (3) In the second stage final technical proposals and priced bids should be invited.

Committee system for competitive bids

26. (1) A committee system for competitive bids is hereby established, consisting of the following committees for each procurement or cluster of procurements as the accounting officer may determine:
- (a) a bid specification committee;
 - (b) a bid evaluation committee; and
 - (c) a bid adjudication committee;
- (2) The accounting officer appoints the members of each committee, taking into account section 117 of the Act; and
- (3) A neutral or independent observer, appointed by the accounting officer, must attend or oversee a committee when this is appropriate for ensuring fairness and promoting transparency.
- (4) The committee system must be consistent with -
- (a) paragraph 27, 28 and 29 of this Policy; and
 - (b) any other applicable legislation.

27 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (5) The accounting officer may apply the committee system to formal written price quotations.

Bid specification committees

27. (1) A bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(2) Specifications -

- (a) must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
- (b) must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognised by the South African National Accreditation System with which the equipment or material or workmanship should comply;
- (c) must, where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;

(d) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling of conformity certification;

(e) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word "equivalent";

(f) must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2001; and

(g) must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 22 of this Policy.

- (3) A bid specification committee must be composed of one or more officials of the municipality preferably the manager responsible for the function involved, and may, when appropriate, include external specialist advisors.

- (4) No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

Bid evaluation committees

28. (1) A bid evaluation committee must-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a) evaluate bids in accordance with -
 - (i) the specifications for a specific procurement; and
 - (ii) for each specific goals set out in terms of paragraph 27(2)(f).
 - (b) evaluate each bidder's ability to execute the contract;
 - (c) check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears, and;
 - (d) submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.
- (2) A bid evaluation committee must as far as possible be composed of-
- (a) officials from departments requiring the goods or services; and
 - (b) at least one supply chain management practitioner of the municipality.

Bid adjudication committees

29. (1) A bid adjudication committee must -
- (a) consider the report and recommendations of the bid evaluation committee; and
 - (b) either-
 - (i) depending on its delegations, make a final award or a recommendation to the accounting officer to make the final award; or
 - (ii) make another recommendation to the accounting officer how to proceed with the relevant procurement.
- (2) A bid adjudication committee must consist of at least four senior_managers of the municipality, which must include -
- (i) the chief financial officer or, if the chief financial officer is not available, another manager in the budget and treasury office reporting directly to the chief financial officer and designated by the chief financial officer; and
 - (ii) at least one senior supply chain management practitioner who is an official of the municipality; and
 - (iii) a technical expert in the relevant field who is an official, and who requests the goods /services must be co-opted any way. Outside technical experts can also be co-opted, they must leave the meeting after advice has been given. Only standing committee members can be involved in final deliberation and recommendations or final approval.
- (d) Where the Bid Adjudication Committee is of the view that the tenderer is charging prices higher than the fair market price, the Bid Adjudication Committee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- may request for the AO/AA to subject the tender to price negotiations with the tenderers scoring the highest points (from first highest to third highest) before award is made.
- (3) The accounting officer must appoint the chairperson of the committee. If the chairperson is absent from a meeting, the members of the committee who are present must elect one of them to preside at the meeting.
- (4) Neither a member of a bid evaluation committee, nor an advisor or person assisting the evaluation committee, may be a member of a bid adjudication committee.
- (5) (a) If the bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee, the bid adjudication committee must prior to awarding the bid -
(i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears, and;
(ii) notify the accounting officer.
(b) The accounting officer may-
(i) after due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in paragraph (a); and
(ii) if the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.
- (6) The accounting officer may at any stage of a bidding process, refer any recommendation made by the evaluation committee or the adjudication committee back to that committee for reconsideration of the recommendation.
- (7) The accounting officer must comply with section 114 of the Act within 10 working days; If a bid other than the one recommended in the normal course of implementing this policy is approved, the accounting officer must, in writing and within 10 working days, notify the auditor general and the national and provincial treasuries of the reasons for deviating from such recommendation.
- (8) For the purposes of continuity and not to delay meetings the Accounting Officer may also appoint any official to temporarily replace members that are absent from meetings due to illness, leave, etc. The Accounting Officer may also decide

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

whether or not such an official will have the same powers as committee members.

Procurement of banking services

30. (1) A contract for banking services-
- (a) must be procured through competitive bids;
 - (b) must be consistent with section 7 or 85 of the Act; and
 - (c) may not be for a period of more than five years at a time.
- (2) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.
- (3) The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 22(1). Bids must be restricted to banks registered in terms of the Banks Act, 1990 (Act No. 94 of 1990):

Procurement of IT related goods or services

31. (1) The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- (2) Both parties must enter into a written agreement to regulate the services rendered by, and the payments to be made to, SITA.
- (3) The accounting officer must notify SITA together with a motivation of the IT needs if
- (a) the transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
 - (b) the transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- (4) If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Procurement of goods and services under contracts secured by other organs of state

32. (1) The accounting officer may procure goods or services under a contract secured by another organ of state, but only if -
- (a) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state;
 - (b) there is no reason to believe that such contract was not validly procured;
 - (c) there are demonstrable discounts or benefits to do so; and
 - (d) that other organ of state and the provider have consented to such procurement in writing.
- (2) Subparagraphs (1)(c) and (d) do not apply if-
- (a) a municipal entity procures goods or services through a contract secured by its parent municipality; or
 - (b) a municipality procures goods or services through a contract secured by a municipal entity of which it is the parent municipality.
- (3) The municipality will implement this procurement method using the guidelines provided in the Instruction Note 25/08/2020 and its implementation guide.

Procurement of goods necessitating special safety arrangements

33. (1) The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.
- (2) Where the storage of goods in- bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

Proudly SA Campaign

34. The municipality supports the Proudly SA Campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:
- Firstly - suppliers and businesses within the municipality or district;
 - Secondly - suppliers and businesses within the relevant province;
 - Thirdly - suppliers and businesses within the Republic.

35. Appointment of consultants

1. A supply chain management policy may allow the accounting officer to procure consulting services provided that any Treasury guidelines in respect of consulting services are taken into account when such procurement is made.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. A contract for the provision of consultancy services to a municipality or municipal entity must be procured through competitive bids if—

(a) the value of the contract exceeds—

(i) R300 000 (VAT included) the period of the contract exceeds one year.

3. In addition to any requirements prescribed by these Regulations for competitive bids, bidders must furnish the municipality or municipal entity with particulars of -

- (a) all consultancy services provided to an organ of state in the last five years; and
- (b) any similar consultancy services provided to an organ of state in the last five years.

4. The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the municipality.

Deviation from, and ratification of minor breaches of, procurement processes

36. (1) The accounting officer may -

- (a) dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only -
 - (i) in an emergency;
 - (ii) if such goods or services are produced or available from a single provider only;
 - (iii) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (iv) acquisition of animals for zoos and/or nature and game reserves; or
 - (v) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and
- (b) ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.

(2) The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.

(3) Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 11 (2) of this policy.

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

(4) Management of expansion or variation of orders against the original contract

(i) Contracts may be expanded or varied by not more than 20% for construction related goods, services and /or infrastructure projects and 15% for all other goods and/or services of the original value of the contract. Furthermore, anything beyond the above-mentioned thresholds must be reported to council. Any expansion or variation in excess of these thresholds must be dealt with in terms of the provisions of Section 116 (3) of the MFMA which will be regarded as an amendment of the contract.

(ii) The contents of this paragraph are not applicable to transversal contracts, facilitated by the relevant treasuries on behalf of municipalities and specific term contracts. The latter refers to orders placed as and when commodities are required and at the time of awarding contracts, the required quantities were unknown.

Unsolicited bids

37. (1) In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.
- (2) The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid, only if-
- (a) the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - (b) the product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - (c) the person who made the bid is the sole provider of the product or service; and
 - (d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- (3) If the accounting officer decides to consider an unsolicited bid that complies with subparagraph (2) of this policy, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with -
- (a) its reasons as to why the bid should not be open to other competitors;
 - (b) an explanation of the potential benefits if the unsolicited bid were accepted; and
 - (c) an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (4) The accounting officer must submit all written comments received pursuant to subparagraph (3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.
- (5) The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- (6) A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.
- (7) When considering the matter, the adjudication committee must take into account -
 - (a) any comments submitted by the public; and
 - (b) any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- (8) If any recommendations of the National Treasury or Provincial Treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.
- (9) Such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

Combating of abuse of supply chain management system

38. (1) The accounting officer must-
- (a) take all reasonable steps to prevent abuse of the supply chain management system;
 - (b) investigate any allegations against an official or other role player of fraud, corruption, favouritism, unfair or irregular practices or failure to comply with this Policy, and when justified -
 - (i) take appropriate steps against such official or other role player; or
 - (ii) report any alleged criminal conduct to the South African Police Service;
 - (c) check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a

35 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- person prohibited from doing business with the public sector;
 - (d) reject any bid from a bidder-
 - (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality or to any other municipality, are in arrears for more than three months; or
 - (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
 - (e) reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
 - (f) cancel a contract awarded to a person if -
 - (i) the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
 - (g) reject the bid of any bidder if that bidder or any of its directors -
 - (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) has been convicted for fraud or corruption during the past five years;
 - (iii) has wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) has 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).
- (2) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs (1)(b)(ii), (e) or (f) of this policy.
- (3) The accounting officer [who may delegate the task to the CFO] must, as part of complying with section 62[1][d] of the MFMA set up and maintain a register of Unauthorised, Irregular, Fruitless and Wasteful Expenditures. The aim with the register is also to serve as a tool for recording all unauthorised, irregular, fruitless and wasteful expenditures and for tracking progress in dealing with the consequences flowing from such expenditures until all the issues that gave rise to the expenditures are properly resolved in accordance with the legal framework. Please also consult National Treasury MFMA Circular 68 dated 10 May 2013 in this regard.
- (4) **REMEDIES**
The regulation has been enhanced to include sub-regulations related to:
- i) Giving tenderer an opportunity to make a submission;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- ii) Informing the relevant treasury in writing of any actions taken against the tenderer;
- iii) The responsibilities of the treasury after receiving documents from the organ of state concerned.

Part 3: Logistics, Disposal, Risk and Performance Management

Logistics management

39. The accounting officer must establish and implement an effective system of logistics management, which must include -
- (a) the monitoring of spending patterns on types or classes of goods and services incorporating, where practical, the coding of items to ensure that each item has a unique number;
 - (b) the setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
 - (c) the placing of manual or electronic orders for all acquisitions other than those from petty cash;
 - (d) before payment is approved, certification by the responsible officer that the goods and services are received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted in terms of a contract;
 - (e) appropriate standards of internal control and warehouse management to ensure that goods placed in stores are secure and only used for the purpose for which they were purchased;
 - (f) regular checking to ensure that all assets including official vehicles are properly managed, appropriately maintained and only used for official purposes; and
 - (g) monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for particular goods or services.
 - (h) the maintenance and administration of term contracts is co-managed with acquisition management for general goods / services.

Disposal management

- 40.(1) The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act, are to be determined by council.

- (2) Assets may be disposed of by -

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (a)
 - (i) transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (ii) transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
 - (iii) selling the asset; or

- (b) The accounting officer must stipulate that -
 - (i) immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
 - (ii) movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;
 - (iii) in the case of free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
 - (iv) in the case of disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic;
- (c) provide that -
 - (i) immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
 - (ii) all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed;
- (d) where assets are traded in for other assets, the highest possible trade-in price is negotiated.

Risk management

41. (1) The criteria for the identification, consideration and avoidance of potential risks in the supply chain management system, are to be determined by council
- (2) Risk management must include -
- (a) the identification of risks on a case-by-case basis;
 - (b) the allocation of risks to the party best suited to manage such risks;
 - (c) acceptance of the cost of the risk where the cost of transferring the risk is

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- greater than that of retaining it;
- (d) the management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
- (e) the assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

Performance management

42. The accounting officer must establish and implement an internal monitoring system in order to determine, on the basis of a retrospective analysis, whether the authorised supply chain management processes were followed and whether the objectives of this Policy were achieved.:
- (a) Measure performance in terms of achievement of Joe Morolong Local Municipality goals;
 - (b) Measure compliance with norms and standards;
 - (c) Determine savings generated;
 - (d) Determine cost variance per item to indicate the premium paid for promoting preferential objectives;
 - (e) Identify any breach of contract;
 - (f) Determine cost efficiency of the acquisition process;
 - (g) Determine whether SCM objectives are consistent with governments broader policy focus;
 - (h) Determine whether the principles of co-operative governance as expounded in the constitution are observed;
 - (i) Evaluate whether the reduction of regional economic disparities is promoted;
 - (j) Establish any non-compliance with contractual conditions and requirements.

Part 4: Other matters

Prohibition on awards to persons whose tax matters are not in order

43. (1) No award above R 15 000 [all taxes included], may be made in terms of this Policy to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- (2) Before making an award to a person the accounting officer must first check with SARS whether that person's tax matters are in order.
- (3) If SARS does not respond within 7 days such person's tax matters may for purposes of subparagraph (1) be presumed to be in order.

Prohibition on awards to persons in the service of the state

44. Irrespective of the procurement process followed, no award may be made to a person in terms of this Policy -
- (a) who is in the service of the state;

39 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state;
or
- (c) a person who is an advisor or consultant contracted with the municipality.

Awards to close family members of persons in the service of the state

45. The accounting officer must ensure that the notes to the annual financial statements disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including -
- (a) the name of that person;
 - (b) the capacity in which that person is in the service of the state; and
 - (c) the amount of the award.

Ethical standards

- 46.(1) A code of ethical standards as set out in subparagraph (2) is hereby established for officials and other role players in the supply chain management system of the municipality in order to promote -
- (a) mutual trust and respect; and
 - (b) an environment where business can be conducted with integrity and in a fair and reasonable manner.

Note:

It is recommended that the municipality or municipal entity adopt the 'National Treasury's code of conduct for supply chain management practitioners and other role players involved in supply chain management'. When adopted, such code of conduct becomes binding on all officials and other role players involved in the implementation of the supply chain management policy of the municipality or municipal entity. A copy of the National Treasury code of conduct is available on the website www.treasury.gov.za/mfma located under "legislation". This code of conduct must be adopted by council or board of directors to become binding.

- (2) An official or other role player involved in the implementation of this Policy -
- (a) must treat all providers and potential providers equitably;
 - (b) may not use his or her position for private gain or to improperly benefit another person;
 - (c) may not accept any reward, gift, favour, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than R350;
 - (d) notwithstanding subparagraph (2) (c), must declare to the accounting

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
- (e) must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by, the municipality;
 - (f) must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
 - (g) must be scrupulous in his or her use of property belonging to municipality;
 - (h) must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system; and
 - (i) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including -
 - (i) any alleged fraud, corruption, favouritism or unfair conduct;
 - (ii) any alleged contravention of paragraph 47(1) of this Policy; or
 - (iii) any alleged breach of this code of ethical standards.
- (3) Declarations in terms of subparagraphs (2)(d) and (e) -
- (a) must be recorded in a register which the accounting officer must keep for this purpose;
 - (b) by the accounting officer must be made to the council of the municipality who must ensure that such declarations are recorded in the register.
- (4) The National Treasury's code of conduct must also be taken into account by supply chain management practitioners and other role players involved in supply chain management.
- (5) A breach of the code of ethics must be dealt with as follows -
- (a) in the case of an employee, in terms of the disciplinary procedures of the municipality *envisaged* in section 67(1)(h) of the Municipal Systems Act;
 - (b) in the case a role player who is not an employee, through other appropriate means in recognition of the severity of the breach.
 - (c) In all cases, financial misconduct must be dealt with in terms of chapter 15 of the Act.

Inducements, rewards, gifts and favours to municipalities, officials and other role players

41 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 47.(1) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant -
- (a) any inducement or reward to the municipality for or in connection with the award-of a contract; or
 - (b) any reward, gift, favour or hospitality to -
 - (i) any official; or
 - (ii) any other role player involved in the implementation of this Policy.
- (2) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector.
- (3) Subparagraph (1) does not apply to gifts less than R350 in value.

Sponsorships

48. The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is -
- (a) a provider or prospective provider of goods or services; or
 - (b) a recipient or prospective recipient of goods disposed or to be disposed.

Objections and complaints

49. Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

Resolution of disputes, objections, complaints and queries

50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes -
- (a) to assist in the resolution of disputes between the municipality and other persons regarding
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
 - (b) to deal with objections, complaints or queries regarding any such decisions

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

or actions or any matters arising from such contract.

- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must ~
 - (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if -
 - (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.

Contracts providing for compensation based on turnover-

53. If a service provider acts on behalf of municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipality must stipulate -
- (a) a cap on the compensation payable to the service provider; and
 - (b) that such compensation must be performance based.

Procurement Control measures under Covid

54 (1) During the national state of disaster accounting officers must consider the impact any supply chain disruptions may have on finance management operations and develop control measures to address such.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(2) When accounting officers consider invoking provisions in contracts related to “force majeure” for suppliers, legal advice must be sought on a case-by-case basis and accounting officers must guard against the risk of possible fruitless and wasteful expenditure due to payments made for services not rendered or goods not supplied.

(3) Internal controls within the supply chain management (SCM) environment must be reviewed in terms of administrative controls and delegations to ensure required authorisations are done by relevant officials.

(4) Internal control measures must be established to consider and approve any COVID-19 related procurement in the municipality or municipal entity. Prior to generating an order in relation to COVID-19 related procurement, the document must be referred to any other relevant function within the municipality or municipal entity to conduct checks to prevent any possible irregular expenditure.

(5) Emergency requirements may be addressed through the emergency procurement provisions as stipulated in SCM Regulations and MFMA Circulars — Preventing and Combatting Abuse in the SCM System and reiterated further in the National Treasury Circulars.

(6) MFMA Circulars on Preventing and Combating Abuse in the Supply Chain Management System states that accounting officers must only deviate from inviting competitive bids in cases of emergency and sole supplier status. These deviations do not require the approval of the relevant treasuries. It is understood that emergency procurement may occur when there is a serious and unexpected situation that poses an immediate risk to health, life, property or environment which calls on a municipality or municipal entity to action and there is insufficient time to invite competitive bids.

(7) The emergency procurement provisions provide for accounting officers to procure the required goods or services by other means, such as price quotations or negotiations, in terms of SCM Regulations. The reasons must be recorded and approved by the accounting officer or his/her delegate.

(8) Section 114 of the MFMA and council policies require accounting officers to report within 10 working days to the relevant treasury and the Auditor-General all cases where goods and services were procured from bidders other than the one recommended. The report must include the description of the goods or services, the name/s of the supplier/s, the amount/s involved and the reasons for dispensing with the prescribed competitive bidding process.

(9) The principles of fairness, equity, transparency, competitiveness and cost-effectiveness must be maintained. Emergency procurement must be limited to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

goods, services and works that addresses the programme of preventing the spread of the COVID-19 virus.

CIRCULARS AND GUIDELINES

EFFECTIVE YEAR	DESCRIPTION	CIRCULAR NO
<u>2017-18:</u>		
18 July 2016	E-Tender Portal	83
Updated November 2016	Cost Containment Measures	82
18 March 2016	Central Supplier Database	81
26 Oct 2015	Model SCM Policy for infrastructure Procurement and Delivery Management	77
13 May 2014	Systems of Delegations	73
22 May 2013	SCM on Local Production and Content	69
10 May 2013	Unauthorised, Irregular, Fruitless and Wasteful Expenditure	68
20 Aug 2012	SCM Enhancing Compliance and Accountability	62
03 Sep 2010	Supply Chain Management – Amended Guidelines on Functionality for Evaluation of Bids	53
30 July 2010	Supply Chain Management – Prohibition of Restrictive Practices	52
17 March 2008	Supply Chain Management – Checking the prohibition status of recommended bidders	46
25 May 2007	Supply Chain Management – Restriction of Suppliers	43
20 Oct 2006	Supply Chain Management Implementation	40

45 | Page

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Checklist	
28 June 2006	Supply Chain Management Issues	34
27 March 2006	Supply Chain Management Issues	33
31 Jan 2006	Supply Chain Management Issues	29
03 Oct 2005	Supply Chain Management Guide and Bid Documents	25
20 April 2005	Supply Chain Management Training	16
25 Aug 2005	Model Policy Supply Chain Management	22

GUIDELINES

1.	Supply Chain Management: A Guide for Accounting Officers of Municipalities and Municipal Entities
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Commencement

54. This Policy takes effect on 01st July 2024.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2