



BID NO. PW 005/2022

**APPOINTMENT OF A SERVICE PROVIDER FOR
UPGRADING OF SAULSPOORT WATER TREATMENT
WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT
PIPE AT WATER TREATMENT WORKS**

PROCUREMENT DOCUMENT

CLOSING DATE: 4 MARCH 2022

Name of Tenderer: _____

ISSUED BY:

Dihlabeng Local Municipality
9 Muller Street East
BETHLEHEM
9700

Tel : (058) 303 5732
Fax : (058) 303 4703

PREPARED BY:

RudNat Projects
P O Box 892
HARRISMITH
9880

Tel : (083) 453 6101
E-mail: rudnat@isat.co.za

NAME OF BIDDING ENTITY:

PHYSICAL STREET ADDRESS:	POSTAL ADDRESS:

TELEPHONE NUMBER :

FAX NUMBER :

E-mail ADDRESS :

*BID PRICE :

*(Amount brought forward from the Form of Offer and Acceptance)

Signed by authorised representative of Bidding Entity:

SIGNATURE :

DATE :

Note: should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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INVITATION TO TENDER DIHLABENG LOCAL MUNICIPALITY

Suitable Bids are hereby invited for the following bid:

Bid Name	Bid No.	Compulsory Briefing Session	CIDB Grading	Evaluation and Adjudication Criteria and Preference Points	Closing Date	Enquiries
Appointment of a service provider for upgrading of Saulspoort water treatment works: Section B: Replacement of Asbestos Cement Pipe at Water Treatment Works Compulsory requirements: please note that local content stipulated minimum threshold is applicable on some of the items/products.	PW005/2022	N/A	4CE or higher	Bids will be evaluated on: 1. Stage 1: Responsiveness 2. Stage 2: Functionality 3. Stage 3: Financial Offer and Preference Evaluation (80/20 Scoring Points) Stage 4: Risk Analysis	4 th March 2022	Mr. L Ramulwela Tel.: 058 3035732 lawrencer@dihlabeng.co.za

Bid documents will be available from **12:00 on Wednesday, 16th February 2022**, upon payment of a cash non-refundable document fee of R1 000,00 per set at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents>. And on eTender Portal.

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

The compulsory documents stated in the document must be submitted together with the Bid Document.

With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central Supplier Database - <https://secured.csd.gov.za/>.

Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.

**B MOLATSELI
MUNICIPAL MANAGER**



9 Muller Street
PO Box 551
BETHLEHEM, 9700
Website: www.dihlabeng.gov.za
E-mail: info@bethlehem.org.za

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART T1.2

TENDER DATA

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS*****T1.2 Tender Data***

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

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

The additional Conditions of Tender are:

Clause	Tender
Data number	

1.	The Employer is the Dhlalabeng Local Municipality.
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F1.2	The Tender document (Volume 1) issued by the Employer comprises:
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T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
T2.1	List of returnable documents
T2.2	Returnable schedules

Part 1 : Agreements and contract data

C1.1	Form of offer and acceptance
C1.2	Contract data
C1.3	Form of Guarantee
C1.4	Adjudicator's appointment

Part 2 : Pricing data

C2.1	Pricing instructions
C2.2	Activity schedules / Bill of Quantities

Part 3 : Scope of work

C3	Scope of work
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Part 4 : Site information

C4	Site information
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VOLUME 2: Book of Drawings

The following documents also form part of the tender and contract, but must be purchased by the tenderer himself.

VOLUME 3:

General Conditions of Contract for Construction Works (2nd Edition, 2010) issued by the South African Institution of Civil Engineering.

VOLUME 4:

South African National Standards Standardized Specifications for Civil Engineering Construction (SANS 1200)

- F.1.3 The Employer's agent is :
 Name : RudNat Projects
 Address: P O Box 892, HARRISMITH, 9800 Tel : 083 453 6101
 E-mail : rudnat@isat.co.za
- F.1.5 The lowest or any Tender will not necessarily be accepted. The Employer reserves the right to award the contract for different projects to different bidders.
- F.2.1 Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than **4CE**; and have adequate experience in the construction of water and/or sewer pipeline are eligible to tender.
- The tender is subjected to invitation only.
- F.2.7 No clarification meeting will be held.
- F.2.12 No alternative Tender offers will be considered.
- F.2.13.3 Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies.
- F.2.13.5 The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
- Location of Tender box: **Tender Box No: PW 0052022, Dihlabeng Local Municipality, Bethlehem.**
- Physical address: **9 Muller Street East, Bethlehem.**
- Identification details: Sealed tenders endorsed: **Tender Reference Number, Title of Tender and the closing date and time of the Tender.**
- Postal address: **PO Box 551, Bethlehem, 9700**
- F.2.15.1 The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.
- F.2.16 The Tender offer validity period is 120 Days.
- F.2.16.1 Add the following to the clause:
 If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the close of business on the next working day.
- F.2.23 The Tenderer is required to submit Certificates as required under Part 2 – Returnable Documents and Schedules.
- F.3.4 Tenders will be opened immediately after the closing time for bids at the Dihlabeng Local Municipality's offices in Bethlehem.
- F.3.5 The two-envelope system will not be followed for this Tender.
- F.3.7 Add the following to the clause:
 Accept that failure to submit certificates stated in the Tender Data and failure to complete **in full the tender document shall result in tender being regarded as non-responsive.**

- F.3.11 Tender offers will be evaluated on F.3.11.2 Method 2: Financial offer and preference, using Formula 2, option 1a (table F.1).

Stage 1 – Tender Responsiveness

The following submissions are the requirements for evaluating each bid for responsiveness. The Bidder who failed to submit the following results in immediate disqualification:

1. Attach Proof of attendance of bid briefing and visit to site (Briefing Session Attendance Form). If applicable
2. Attach Company registration document (CK).
3. Attach Joint Venture Agreement and Power of Attorney, if applicable.
4. Attach proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached, in the case where the municipal services are paid by the Landlord/owner, a valid Lease Agreement (**indicating the municipal account payer and the validity period of the contract**) must be attached.
5. The document must be completely filled in **Black Ink** & corrections are countersigned.
6. Bill of Quantities **must** be completely filled with **black ink** not pencil
7. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
8. The bidder completed and signed all prescribed and **compulsory** bid forms.
9. Proof of CIDB Grading Compliant.
10. Proof of CSD Registration Report which is **Valid/Compliant** from the date of availability of tender document.
11. Tenderer must provide a valid Quality Management System (QMS) that is currently in implementation;
12. **Local Content Declaration on MBD 6.2 with its Annexures C, D & E are fully completed. Supporting Declarations are required from suppliers on all applicable DTI designated and determined stipulated minimum thresholds items (MBD6.2 & BOQ).**

A supporting letter from manufacturer / supplier stating whether their products conform to local content requirements must be added to Schedule L – MBD6.2 for verification purposes.

Should the templates not provide enough space, more clearly marked templates can be added as addendum to MBD6.2

Stage 2 – Functionality

The functionality points will only be used to pre-qualify the bids before scoring for preferences and price points. **Please note that bids that score less than 60% of the maximum points allocated for functionality will automatically be qualified.** The maximum obtainable are 60 points (100%); however, a Bid will be disqualified should it fail to meet the maximum threshold for functionality per category/criteria and in total as prescribed in the following table. The minimum threshold required is 36 points (60%) and the minimum per category/criteria as indicated in the 'Min Pts. Required per criteria' column. The table below has reference and the points will be allocated as follow.

Stage 2 Evaluation: Minimum Threshold 60% (36pts)		
1. Experience; Attach appointment letters/orders from where services providers have conducted the work for the installation of pipes, water and waste water concrete structures	(15)	(9)
No appointment letters attached	0	
One appointment letter attached R1 000 000.00 and above	3	
Two appointment letters attached R 2 000 000.00 and above	10	
Three appointment letters attached R 3 000 000.00 and above	15	
2. Technical skill: The tenderer has the ability to construct pipe lines, water and waste water civil works on projects. Attach CV's with qualifications of qualified and experience personnel in water and waste water projects.	(15)	(9)
No qualification	0	
Qualification at least a National Diploma in Civil Engineering with less than 3 years' experience	5	
Qualification at least a B Tech in Civil Engineering with less than 8 years' experience	10	
Qualification at least a B Tech in Civil Engineering with 10 years or more experience	15	
3. Specific Plant and Equipment	(10)	(6)
No details	0	
Attach registration certificates or letter of support from supplier of plant. Not well detailed and not indicating all key/ sufficient plant and equipment (Excavator, TLB, tipper truck and roller) required to execute the works.	5	
Attach registration certificates or letter of support from supplier of plant Well detailed and indicating all key / sufficient plant and equipment (Excavator, TLB, tipper truck and roller) required to execute the works.	10	
4. Specific Gantt Chart Programme	(10)	(6)
No programme	0	
Out of balance with other experienced practitioners have indicated and/or unrealistic with insufficient detail. (Only Gantt Chart Accepted)	5	
The work activities are clearly identified, time frames are realistic and in balance with what other experienced practitioners have indicated and demonstrate a clear understanding of the scope of works (Only Gantt chart Accepted).	10	
5. Public Liability cover; Provision of Public Liability Insurance to the value of R2M or a letter of intent from an approved provider is required.	(5)	(3)
No attachment	0	
A valid copy attached	5	
6. Quality Management System; Provision quality Management System (Schedule)	(5)	(3)
Not attached	0	
A valid copy attached	5	
Max points	60	36

Stage 3: Financial Offer and Preference Evaluation

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2017 (Government Gazette No. 40553 dated 20 January 2017).

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

1.

The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where

P_s = Points scored for bid or offer under consideration;

P_t = Price of bid or offer under consideration, and;

P_{min} = Price of lowest acceptable bid or offer.

2. The following table must be used to calculate the score out of 20 for BBEE:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

3. A tenderer must submit proof of its B-BBEE status level of contributor.
4. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
 - (a) may only score points out of 80 for price; and
 - (b) scores 0 points out of 20 for B-BBEE.
5. A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
6. The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
7. The points scored must be rounded off to the nearest two decimal places.
8. Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
9. (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
 - (b) The organs of state may-
 - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

Stage 4 – Risk Analysis

Risk analysis will be performed to ascertain if any of the following, as relevant, present an unacceptable commercial risk to employer.

Bid offer will only be accepted if:

- a) The Bidder has submitted, with the offer, all relevant documentation as required in stage 1
- b) The bidder or any of its directors is not listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) The Bidder is not in arrears for more than 3 months with Municipal rates and taxes and Municipal Service Charges;
- d) The Bidder has not:
 - (i) Abused the Employer's Supply Chain Management System or
 - (ii) Failed to perform on any previous contract
- e) Tenderer have provided a VALID CIDB grading certificate.
- f) Tenderer have provided a valid Quality Management System.
- g) Tenderer has completed all the relevant applicable forms.

F3.13.1 Tender offers will only be accepted if:

- 5.1 the tenderer has in his or her possession a certified copy of a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;
- 5.2 the tenderer is registered with the Construction Industry Development Board with a grading of **4CE** or higher;
- 5.3 the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 5.4 the tenderer has not:
 - 5.4.1.1 abused the Employer's Supply Chain management system; or
 - 5.4.1.2 failed to perform on any previous contract and has been given a written notice to this effect; and
 - 5.4.2 the tenderer has completed the Compulsory Enterprise Questionnaire and there is no conflict of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.
- (d) the tenderer does not have arrears on municipal rates and levies exceeding 3 months.
- (e) the tenderer has completed all forms.

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is one.

The additional conditions of tender are:

All returnable schedules are to be completed and all relevant certificates attached where indicated.

ANNEX F: STANDARD CONDITIONS OF TENDER

(As published in Annex F of the CIDB Standards for Uniformity in Construction Procurement in Board Notice 136 of 2015 in Government Gazette No 38960 of 10 July 2015)

F.1 General

F.1.1 Actions

F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.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.

F.1.1.3 The Employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the 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, 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

F.1.4 Communication and Employer's agent

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

F.1.5 Cancellation and Re-invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if –

- (a) due to changed circumstances, there is no longer a need for the service, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

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

F.1.6.2 Competitive negotiation procedure

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

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The Employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The Employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.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.

F.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.

F.2.2 Cost of tendering

F.2.2.1 Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.2.2 The cost of the tender document charged by the Employer shall be limited to the actual cost incurred by the Employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) 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.

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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.

F.2.12 Alternative tender offers

F.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.

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

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.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.

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

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

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

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

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

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

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

F.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.

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

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

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the bid data for an agreed additional period with or without any conditions attached to such extension.

F.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.

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

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to requests from the tenderer

F.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.

F.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.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the 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.

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

F.3.5 Two-envelope system

F.3.5.1 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.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

F.3.8 Test for responsiveness

F.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.

F.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.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.2 The Employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- d) Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers**F.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.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Methods 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to a Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points out of 80 for price in respect of tenders (including price quotation) with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, (inclusive of all applicable taxes):

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

Where

- Ps = Points scored for comparative price of tender under consideration;
 Pt = Comparative Price of tender under consideration, and;
 Pmin = Comparative Price of lowest acceptable tender.

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

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

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

The 90/10 preference point system for acquisition of services, works or goods up to a Rand value of R50 million

(5)(a) The following formula must be used to calculate the points out of 90 for price in respect of tenders (including price quotation) with a Rand value equal to or above R50 000 000 (inclusive of all applicable taxes):

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

Where

- Ps = Points scored for comparative price of tender under consideration;
 Pt = Comparative Price of tender under consideration, and;
 Pmin = Comparative Price of lowest acceptable tender.

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

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Financial Offers

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

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

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

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

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.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.

F.3.11.9 Scoring functionality

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;

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

F.3.12 Insurance provided by the Employer

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

F.3.13 Acceptance of tender offer

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.

F.3.14 Prepare contract documents

F.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.

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

F.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.

F.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

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

F.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 of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Transparency in the procurement process

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

- F3.19.2 The Employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4 The client must publish the information on a quarterly basis which contains the following information:
- (a) Procurement planning process
 - (b) Procurement method and evaluation process
 - (c) Contract type
 - (d) Contract status
 - (e) Number of firms tendering
 - (f) Cost estimate
 - (g) Contract title
 - (h) Contract firm (s)
 - (i) Contract price
 - (j) Contract scope of work
 - (k) Contract start date and duration
 - (l) Contract evaluation report
- F3.19.5 The Employer must establish a Consultative Forum which will conduct a random audit in the implementation of transparency requirements in the procurement process.
- F3.19.6 Consultative Forum must be an independent structure from the bid committees.
- F3.19.7 The information must be published on the Employer's website
- F3.19.8 Records of such disclosed information must be retained for audit purposes.

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

**PART T2
RETURNABLE DOCUMENTS AND SCHEDULES**

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

**PART T2.1
LIST OF RETURNABLE DOCUMENTS**

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****T2.1. List of Returnable Documents**

Bidders are required to submit the following returnable documents with their bids, neatly bound in a separate file.

Returnable Documents

- a) Original valid tax clearance certificate (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001),
- b) Certified copy of Certificate of Incorporation (if Bidder is a Company)
- c) Certified copy of Founding Statement (if Bidder is a Closed Corporation)
- d) Certified copy of Partnership Agreement (if Bidder is a Partnership)
- e) Certified copy of Identity Document (if Bidder is a One-man concern),
- f) Joint venture agreement (if the Bidder is a Joint Venture).
- g) B-BBEE Status Level Verification Certificate (main and sub-contractors)
- h) Proof of registration with Central Supplier Database

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

**PART T2.2
RETURNABLE SCHEDULES**

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****T2.2 List of Returnable Schedules**

The bidder must complete the following returnable schedules:

1. Returnable Schedules required only for bid evaluation purposes

1. Schedule A: Record of Addenda to Bid Documents
 2. Schedule B: Proposed Amendments and Qualifications
 3. Schedule C: Present Work Commitments
 4. Schedule D: Proposed Subcontractors
 5. Schedule E: Compliance with OHSA (Act 85 of 1993)
 6. Schedule F: Authority of Signatory
 7. Schedule G: Invitation to Bid (MBD 1)
 8. Schedule H: Tax Clearance Requirements (MBD 2)
 9. Schedule I: Declaration of Interest (MBD 4)
 10. Schedule J: Declaration for procurement above R10 million (all applicable taxes included) (MBD 5)
 11. Schedule K: Preferential Procurement Policy Framework Act, 05 of 2000 and Regulation of 2017 (MBD 6.1)
 12. Schedule L: Declaration Certificate for Local Production and Content for Designated Sectors including its Annexures C, D & E (MBD 6.2)
 13. Schedule M: Declaration of Bidder's past Supply Chain Management Practices (MBD 8)
 14. Schedule N: Certificate of Independent Bid Determination (MBD 9)
 15. Schedule O: Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purposes
 16. Schedule P: Certificate of Authority of an Entity
 17. Schedule Q: Certificate of Registration of entity (CIDB and B-BBEE)
 18. Schedule R: Workmen's Compensation registration certificate
 19. Schedule S: UIF Registration Certificate
 20. Schedule T: Compulsory Enterprise Questionnaire
 21. Schedule U: Affidavit of Good Standing that will be incorporated into contract.
 22. Schedule V: Schedule of all work Provided for an organ of the state over the last 5 years
 23. Schedule W: Banking Details
 24. Schedule X: Declaration of Financial Capacity
 25. Schedule Y: Schedule of the Tenders Experience
 26. Schedule Z: Competency of Key Personnel
 27. Schedule AA: Declaration of Available Plant and Equipment to execute the works
 28. Schedule BB: Tender Programme
 29. Schedule CC: National Treasury's Central Suppliers Database
 30. Schedule DD: Declaration of Solvency or Liquidity
 31. Schedule AI: Public Liability Cover and Quality Management System
- Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2011

2. Other documents required only for bid evaluation purposes

1. All returnable schedules will be incorporated into the Contract.

3. Returnable Schedules that will be incorporated into the contract

1. The offer portion of the C1.1 Offer and Acceptance
2. C1.2 Data provided by the Contractor
3. C2.2 Schedule of Quantities
4. C2.3 Summary of Schedules
5. Part C3: Scope of Works

SCHEDULE A: RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Employer or his Agent before the submission of this Tender Offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signature

Date

Name

Position.....

Tenderer

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

SCHEDULE B: PROPOSED AMENDMENTS AND QUALIFICATIONS

Should the Tenderer desire to make any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings, or to qualify his tender in any way; he shall set out his proposal clearly hereunder or alternatively state them in a covering letter attached to the tender, and referred to hereunder. Failing to comply with the aforesaid will deem the tender unqualified. If no departures or modifications are desired the Schedule hereunder is to be marked NIL and, in any case, signed by the Tenderer.

The Tenderers attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

[illegible]

Signature

Date

Name

Position.....

Tenderer

SCHEDULE C: PRESENT WORK COMMITMENTS

Consulting Engineer / Employer contact person and telephone number.	Description of works	Value of work inclusive of VAT (Rand)	Duration and completion date

Signature

Date

Name

Position.....

Tenderer

Bidder Initial:.....	Bidder Witness:	DLM initial:	DLM Witness:	
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SCHEDULE D: PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	Name and address of proposed Subcontractor	Nature and extent of work to be Subcontracted	Previous experience with Subcontractor or recent work executed by the Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signature

Date

Name

Position.....

Tenderer

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

SCHEDULE E: COMPLIANCE WITH OHSA (ACT 85 OF 1993)

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

1. Is the Tenderer familiar with the OHSA (Act 85 of 1993) and its regulations? **YES / NO**

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

3. Does the Tenderer have a health and safety policy? (If yes, provide a copy). **YES / NO**
How is this policy communicated to all employees?

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

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

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

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

Signature

Date

Name

Position.....

Tenderer

SCHEDULE F: AUTHORITY OF SIGNATORY

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity

as of the business trading as..... to sign all

documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form

Signature

Date

Name

Position.....

Tenderer

MBD1

SCHEDULE G: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY

BID NUMBER: PW 005/2022

CLOSING DATE: 4 March 2022

CLOSING TIME: 12h00

APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF SAULSPOORT WATER TREATMENT WORKS: SECTION B: REPLACEMENT OF ASBESTOS PIPE AT WATER TREATMENT WORKS

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

DEPOSITED IN THE BID BOX SITUATED AT

DIHLABENG LOCAL MUNICIPALITY, 9 MULLER STREET EAST, BETHLEHEM, 9700

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. IF THE BIDDER IS LATE, IT WILL NOT BE ACCEPTED OR CONSIDERED.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB; NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

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

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ☐

ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

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

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE
GOODS/SERVICES OFFERED BY YOU?**

YES/NO

(IF YES INCLUDE PROOF)

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

TOTAL BID PRICE:..... (INCL VAT)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

**DIHLABENG LOCAL MUNICIPALITY
DEPARTMENT: FINANCE (SUPPLY CHAIN MANAGEMENT UNIT)
TEL: 058 303 5732**

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

**CONTACT PERSON: Ms Hazel Crawley
TEL: 083 453 6101
E-MAIL: rudnat@isat.co.za**

MBD2**SCHEDULE H: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

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

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

Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Signature

Date

Name

Position.....

Tenderer

MBD 4**SCHEDULE I: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of 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.....

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

- 9 a member of –
- 9.4 any municipal council;
- 9.5 any provincial legislature; or
- 9.6 the national Assembly or the national Council of provinces;
- 10 a member of the board of directors of any municipal entity;
- 11 an official of any municipality or municipal entity;
- 12 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);
- 13 a member of the accounting authority of any national or provincial public entity; or
- 14 an employee of Parliament or a provincial legislature.

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

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM 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:

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

Full Name	Identity Number	State Employee Number

Signature

Date

Name

Position.....

Tenderer

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

MBD 5**SCHEDULE J: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. ***YES / NO**

.....

.....

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**

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**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? ***YES / NO**

4.1 If yes, furnish particulars

.....

.....

* Delete if not applicable

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

CERTIFICATION**I, THE UNDERSIGNED (NAME)****CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.****I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Name

Position.....

Tenderer

MBD 6.1**SCHEDULE K: PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 05 OF 2000 AND REGULATIONS OF 2017**

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (m) Price; and
- (n) B-BBEE Status Level of Contributor.

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name			
Trading Name (If Applicable):			
Registration Number			
Physical Address			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc)			
Nature of Construction Business: <i>Indicate the applicable category with a tick</i>	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians- Who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.		
Definition of "Black Designated Groups"	"Black Designated Groups" means: - Unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; - Black people who are youth as defined in the National Youth Commission Act of 1996; - Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; - Black people living in rural and under developed areas; - Black military veterans who qualifies to be called military veteran in terms of the Military Veterans Act 18 of 2011.		

6. I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9(1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The enterprise is _____ % Black Owned;
- The enterprise is _____ % Black Female Owned;
- The enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - Black Youth % _____ %
 - Black Disabled % _____ %
 - Black Unemployed % _____ %
 - Black People living in Rural areas % _____ %
 - Black Military Veterans % _____ %

Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness:

4. Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R 1.8 million	
Contractor	R 3.0 million	
Supplier	R 3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

5. Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE Procurement recognition)	
At least 51% black owned	Level Two (125% B-BBEE Procurement recognition)	
At least 30% black owned	Level Four (100% B-BBEE Procurement recognition)	
Less than 30% black owned	Level Five (80% B-BBEE Procurement recognition)	

6. I know and understand the contents of this affidavit and I have no objections to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
7. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stamp

MBD 6.2**SCHEDULE L: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (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

2. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
3. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
4. Where necessary, for bids 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.
5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
6. 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

7. A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1 “bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2 “bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3 “contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 “designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 “duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 “imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 “local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 “stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 “sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the 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

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- d) Full name of auditor:
- e) Practice number:
- f) Telephone and cell number:
- g) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority provide directives in this regard.

**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.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

..... 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.thedti.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 of (name of bidder entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that
 1. the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 2. the declaration templates have been audited and certified to be correct.

(C) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C

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

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

1. I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
2. 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011

SIGNATURE: _____

DATE: _____

WITNESS No. 1: _____

DATE: _____

WITNESS No. 2: _____

DATE: _____

													SATS 1286.2011	
Annex C														
Local Content Declaration - Summary Schedule														
(C1)	Tender No.													Note: VAT to be excluded from all calculations
(C2)	Tender description:													
(C3)	Designated product(s)													
(C4)	Tender Authority:													
(C5)	Tendering Entity name:													
(C6)	Tender Exchange Rate:		Pula		EU		GBP							
(C7)	Specified local content %													
			Calculation of local content						Tender summary					
	Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content %(per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content		
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)		

										(C20) Total tender value	R			
	Signature of tenderer from Annex B									(C21) Total Exempt imported content	R			
										(C22) Total Tender value net of exempt imported content	R 0			
											(C23) Total Imported content	R		
											(C24) Total local content	R		
	Date:										(C25) Average local content % of tender			

													SATS 1286.2011
Annex D													
Imported Content Declaration - Supporting Schedule to Annex C													
(D1)	Tender No.											Note: VAT to be excluded from all calculations	
(D2)	Tender description:												
(D3)	Designated Products:												
(D4)	Tender Authority:												
(D5)	Tendering Entity name:												
(D6)	Tender Exchange Rate:		Pula		EU		GBP						
A. Exempted imported content					Calculation of imported content						Summary		
	Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender ExchangeRate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Exempted imported value
	(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)		(D17)	(D18)
										(D19) Total exempt imported value		R	
										This total must correspond with Annex C - C 21			

	B. Imported directly by the Tenderer				Calculation of imported content						Summary		
	Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT		Tender Qty	Total imported value
	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)		(D30)	(D31)

										SATS 1286.2011	
Annex E											
Local Content Declaration - Supporting Schedule to Annex C											
(E1)	Tender No.								Note: VAT to be excluded from all calculations		
(E2)	Tender description:										
(E3)	Designated products:										
(E4)	Tender Authority:										
(E5)	Tendering Entity name:										
		Local Products (Goods, Services and Works)	Description of items purchased				Local suppliers		Value		
			(E6)				(E7)		(E8)		
			(E9) Total local products (Goods, Services and Works)					R			

	(E10)	Manpower costs	(Tenderer's manpower cost)				R	
	(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)				R	
	(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)				R	
						(E13) Total local content	R	
						This total must correspond with Annex C -C24		
	<u>Signature of tenderer from Annex B</u>							
	Date:							

Attach to this page all THE CONFIRMATION LETTERS FROM MANUFACTURER / SUPPLIER stating whether their products conform to local content requirements.

Should the templates not provide enough space, more CLEARLY MARKED templates can be copied and added as addendum to MBD 6.2.

MBD 8

SCHEDULE M: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	☒ Yes	☒ No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☒ Yes	☒ No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Signature

Date

Name

Position.....

Tenderer

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

MBD 9**SCHEDULE N: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

| Bidder Initial:..... | Bidder Witness: | DLM initial: | DLM Witness: |

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

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

Name Position.....

Tenderer

SCHEDULE O: MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSES

DIHLABENG LOCAL MUNICIPALITY



9 Muller Street East
Bethlehem
9700
Tel: 058 303 5732

PO Box 551
Bethlehem
9700
Fax: 058 303 4731

Enquiries : Supply Chain Management Unit

MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

PART A – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

OR

PART B – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)
Name of the Municipality:
Property Physical Address:
Registered Name:

Official's Name: _____ Signature : _____ Date: _____	Municipality Stamp Here
Please tick whether in arrears or up-to-date	
Rates and taxes : Up-to-date / in arrears for more than 3 months Water: Up-to-date / in arrears for more than 3 months Electricity: Up-to-date / in arrears for more than 3 months Refuse : Up-to-date / in arrears for more than 3 months Other services: Up-to-date / in arrears for more than 3 months	
PART B (TO BE COMPLETED BY THE LANDLORD)	
Name of the Landlord: _____	
Property Physical Address: _____	
Landlord Signature: _____	
Date: _____ here Landlord's business stamp Or an Affidavit from SAPS (in the event the landlord does not have a business stamp)	
Please tick whether up-to-date or in arrears	
Rental: Up-to-date / in arrears for more than 3 months Municipal services: Up-to-date / in arrears for more than 3 months	

SCHEDULE P: CERTIFICATE OF AUTHORITY OF AN ENTITY

This Returnable Schedule is to be completed by companies and close corporations.

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(i) Company	(ii) Close Corporation	(iii) Partnership	(iv) Joint Venture	(v) Sole Proprietor

(i) Certificate for company

I,, chairperson of the board of directors of, hereby confirm that by resolution of the board taken on 20...., Mr/Ms, has been duly authorized to sign all documents in connection with the tender for Contract No. and any contract resulting from it on behalf of the company.

As witnesses:-

1.....
Managing director/Chairman

2.....
Date

(ii) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as hereby authorize Mr/Ms acting in the capacity of.....to sign all documents in connection with the tender for Contract No. and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(iii). Certificate for Partnership

We, the undersigned, being the key partners in the business trading as.....he
reby authorize Mr/Ms acting in the capacity
of,.....to sign all documents in connection with the tender
for Contract No. and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(iv). Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms ...
....., authorized signatory of the company
....., acting in the capacity of lead partner, to sign all
documents in connection with the tender offer for Contract No.and any
contract resulting from it on our behalf. This authorization is evidenced by the attached power of attorney
signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING NAME & CAPACITY	SIGNATURE,
Lead partner			

NOTE: *This certificate/Agreement is to be completed and signed by all the key partners upon whom rests the direction of the affairs of the Partnership as whole.*

(v). Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

Signature of sole owner: _____

As Witness

1. _____
2. _____

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Bidder:

The following documents must be attached here:

Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties.

SCHEDULE Q: CERTIFICATE OF REGISTRATION OF AN ENTITY (CIBD & B-BBEE)**CIDB REGISTRATION:**

Tenderers must also indicate their CIDB registration details in the space provided.

(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days).

Registered Name	Registration Number

BEE CERTIFICATE

The Tenderer must also attach hereto a certified copy of their B-BBEE verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs.

Signature

Date

Name

Position.....

Tenderer

SCHEDULE R: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

Attach original (or certified copy) of the Workmen's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by the Workmen's Compensation Commissioner will be accepted.

NOTE: Failure to do so will lead to your tender being disqualified.

Signature Date

Name Position.....

Tenderer

SCHEDULE S: UIF REGISTRATION CERTIFICATE

[The Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here]

SCHEDULE T: 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: CIBD 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 6 partners.

Section 5: Particulars of companies and close corporations

Company registration number	
Close corporation number	
Tax reference number	

Attach a certified copy of valid CIPC Certificate to this page.

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

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

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirm 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 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;

3. 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;
4. 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 works that could cause or be interpreted as a conflict of interest;
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature Date

Name Position.....

Tenderer

SCHEDULE U: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT

The Tenderer hereby certifies that neither it nor any of the principals of the enterprise is listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

DECLARATION *(to be signed in the presence of a Commissioner of Oaths)*

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

Signature:

Duly authorized to sign on behalf:

Address:

.....

.....

Telephone:

.....

Signed and sworn to before me at.....on

this theday of.....by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths

NOTE: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths

SCHEDULE V: SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS

[Tenderers are to attach a schedule detailing the name of each project, the organ of state for which the project was undertaken and the date the project was completed. If not complete list the project as "current"]

SCHEDULE W: BANKING DETAILS

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

NAME OF TENDERER						
NAME OF ACCOUNT HOLDER AT BANK						
TYPE OF ACOUNT (Please tick)	CURRENT/CHEQUE		SAVINGS		TRANSMISSION	
BANK						
BRANCH NAME						
ACCOUNT NUMBER						
BRANCH CODE						
BANK TELEPHONE NO						
BANK ADDRESS						
NAME OF BANK MANAGER						
TELEPHONE NUMBER						
FAX NUMBER						
NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK						
CREDIT FACILITIES AVAILABLE (State Amount)						

Signature Date

Name Position.....

Tenderer
.....

SCHEDULE X: DECLARATION OF FINANCIAL CAPACITY

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and withing the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:
 1. A letter from the bank with bank stamp confirming that the tenderer has an active bank account.
 2. Proof of bank account and letter of good standing with a credit rating.

If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

CERTIFICATION

I, THE UNDERSIGNED (NAME):

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

Signature Date

Name Position.....

Tenderer

SCHEDULE Y: SCHEDULE OF THE TENDERER'S EXPERIENCE

Tenderers are to provide references for **FIVE (5)** other recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F3.11.2.

Name and Telephone Number of Client	Project	Name and Telephone Number of Consulting Engineer / Implementing Agent	Details of service provided

Signature Date

Name Position.....

Tenderer

SCHEDULE Z: COMPETENCY OF KEY PERSONNEL

Tenderers shall provide details of the Contracts Manager, Construction Manager, Construction Supervision and Construction Health & Safety Officer's experience in work of a similar nature to that for which their tender is submitted.

➤ **Contracts Manager**

CONTRACTS MANAGER		NAME:	
NB: • Attached a detailed CV and Proof of Qualification and Proof of Professional Registration • Qualification, Professional Registration and Experience must be of same caliber as proposed during pre-qualification to panel of contractors of better			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

➤ **Construction Manager – To be appointed in line with 8(1) of the Construction Regulations, 2014**

CONSTRUCTION MANAGER		NAME:	
NB: Minimum Qualification shall be National Diploma in Civil Engineering Attach proof of Qualification • Attach a detailed CV indicating training and promotion through the ranks up to the position of Construction Manager			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

- **Construction Supervisor – To be appointed in line with 8(7) of the Construction Regulations, 2014**

CONSTRUCTION SUPERVISOR (Foreman)		NAME:	
NB: 1. Attach a detailed CV 2. The experience must be of same caliber as proposed during pre-qualification to panel of contractors of better			
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

- **Construction Health & Safety Officer – To be appointed in line with 8(5) of the Construction Regulations, 2014**

CONSTRUCTION HEALTH & SAFETY OFFICER		NAME:	
CLIENT & NATURE OF WORK	POSITION HELD	VALUE OF WORK	PROJECT DURATION

Signature Date

Name Position.....

Tenderer

SCHEDULE A A : DECLARATION OF AVAILABLE PLANT AND EQUIPMENT TO EXECUTE THE WORK

The bid of any bidder may be rejected if that bidder fails to provide surety within 14 days of intention to award, either owned or hired plant and equipment as may be required to fully execute the works:

This Clause is applicable even after the bid is awarded.

The undersigned bidder, declare that they will fully provide all plant and equipment as may be required before the work can be awarded to them, failing within the contract intention or after award may be terminated.

No	Name of Available Plant & Equipment	Owned by the Bidder	Hired by the Bidder
		(Tick appropriate column)	

DECLARATION

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise and hereby declare that, the bidder of this bid PW005/2022, will make all necessary plant and equipment available within 14 days of intention to award of this contract, failing within the contract intention or after award, this contract may be terminated.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

NAME:.....

SIGNATURE:.....

DATE:

Duly authorized to sign on behalf of (Bidder Name):.....

NOTE: This declaration comprises one (1) page all of which must be also initialed.

SCHEDULE BB: TENDER PROGRAMME

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender in Gantt Chart or similar format.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

[Attach Gantt Chart Programme to this page to claim points under Functionality.]

SCHEDULE CC: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Dihlabeng is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to Dihlabeng in order to enable it to verify information on the CSD:

Supplier Number: _____

Unique registration reference number: _____

[PLEASE ATTACH THE RESENT CERTIFICATE TO THIS PAGE. IT MAY NOT BE OLDER THAN THREE MONTHS]

SCHEDULE DD: DECLARATION OF SOLVENCY OR LIQUIDITY

The bid of any bidder may be rejected if that bidder, or any of its directors are:

- 0. Under liquidation
- 1. Sequestration
- 1. Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

No	Name of Director	ID number	Signature

(a) DECLARATION OF SOLVENCY/ LIQUIDITY

- (i) All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
- (ii) All tenderers are therefore required to complete It.
- (iii) Failure to complete the form or attempt to falsify or hide this information may render the tender non-responsive.

SCHEDULE EE: PUBLIC LIABILITY COVER AND QUALITY MANAGEMENT SYSTEM**PUBLIC LIABILITY COVER**

Provision of Public Liability Insurance to the value of R 2 million or a letter of intent from an approved provider is required. Please attach documentation to this page in order to obtain points under the functionality criteria.

QUALITY MANAGEMENT SYSTEM

Provision of a Quality Management system is required. Please attach relevant certification to this page in order to obtain points under the functionality criteria.

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C1

AGREEMENT AND CONTRACT DATA

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C1.1

FORM OF OFFER AND ACCEPTANCE

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****C1.1 Form of Offer and Acceptance****OFFER**

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

PW005/2022: APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF SAULSPOORT WATER TREATMENT WORKS: SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER TREATMENT WORKS

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 Returnable 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:

.....
Rand (in
 words); R (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the 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.

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 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 (s) _____

Name (s) _____

Capacity _____

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Name and address of organization

Signature and Name of Witness

Date

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial:

DLM Witness:

Acceptance

By signing this part of this 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 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: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work.
- Part C4: Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as 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 representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the 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.

FOR THE EMPLOYER:

Signature (s) _____

Name (s) _____

Capacity _____

Name and address of organization

Dihlabeng Local Municipality

Signature and Name of Witness _____

Date _____

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

SCHEDULE OF DEVIATIONS

Notes:

1. 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 Conditions of Bid,
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to Bid documents and which it is agreed by the Parties becomes and obligation of the contract shall also be recorded here,
4. Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into final draft or the Contract,

1. Subject

Details

.....

.....

.....

2. 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 changes 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 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:

For the Employer:

..... Signature

..... Name

..... Capacity

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Name and address of organisation:

.....

.....

.....

Name and address of organisation:

.....

.....

.....

.....

Witness Signature

.....

.....

Witness Name

.....

.....

Date

.....

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial:

DLM Witness:

CONFIRMATION OF RECEIPT

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

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

at(place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER TREATMENT WORKS****C1.2 CONTRACT DATA****C1.2.1 CONDITIONS OF CONTRACT****GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works Third Edition 2015 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947 and www.saice.org.za).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works (3rd Edition 2015) to which it mainly applies.

VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT**PART 1: DATA TO BE PROVIDED BY THE EMPLOYER**

REF. CLAUSE NO.	DATA BY EMPLOYER
1.1.13	The Defects Liability Period is: 12 months
1.1.1.14	Time for achieving Practical Completion of the whole of the Works: 4 Months
1.1.1.15	The name of the Employer is: Dihlabeng Local Municipality
1.1.1.26	The Pricing Strategy is: Re-measurement
1.2.1.2	The address of Employer:
	<u>Physical</u> <u>Postal:</u>
	9 Muller Street P O Box 551
	BETHLEHEM, 9700 BETHLEHEM, 9700
	Telephone No: (058) 303 5732 Fax No: (058) 303 4703

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

1.1.1.16	Name of Engineer	RudNat Projects
-----------------	-------------------------	-----------------

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

1.2.1.2	Address of Engineer:
	<u>Physical:</u> <u>Postal:</u>
	92 Warden Street P O Box 982
	Harrismith, 9880 Harrismith, 9880
	Telephone No : 083 453 6101 e-mail: rudnat@isat.co.za
5.3.1	The documentation required before commencement with Works execution are:
	• Health and Safety File, approved by the Safety Agent (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Performance Guarantee (Refer to Clause 6.2) • Insurance (Refer to Clause 8.6) • Letter of Good Standing with Compensation Commissioner • Construction Notice with the Department of Labour
5.3.2	The time to submit the documentation required before commencement with Works execution is: 14 Days
	Non-working days are: Sundays
5.8.1	The special non-working days are: Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year; and statutory public holidays.
5.13.1	The penalty for failing to complete the Works is: the lesser of R2500 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day.
5.16.3	The latent defect period is: 10 years
6.8.2	The application of Price Adjustment will not be applicable on this contract.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 80% provided a cession in favour of the Employer is provided from both the supplier and the Contractor.
6.10.3	The retention money: The percentage retention on the amounts due to the Contractor is 10% up to a limit of 5% of the contract value with 50% being released on issuing of Certificate of Completion.
6.10.5	The defects Liability Period is specified as being 12 Months.
8.6.1	INSURANCE EFFECTED BY THE EMPLOYER NIL INSURANCE EFFECTED BY THE CONTRACTOR a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

	1. CONTRACT WORKS AND SASRIA SPECIAL RISKS Insurance - which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works. 2. PUBLIC LIABILITY Insurance - which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R2 000 000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. - Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement; - Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COID) Act No 130 of 1993; - Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00; - Motor Vehicle Liability Insurance comprising (as a minimum) "balance of Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and - Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance. - The insurance to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer the relevant Policies of Insurance. - If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor..
8.6.1.1.3	R Nil
10.4	Dispute resolution by amicable settlement.
10.5.3	The number of Adjudication Board Members to be appointed is: Nil

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

PART 2 : DATA TO BE PROVIDED BY CONTRACTOR

REF. CLAUSE No	DATA BY CONTRACTOR				
1.1.1.9	Name of Contractor:				
1.2.1.2	Address of Contractor:				
	<u>Physical:</u> <u>Postal:</u>				
					
					
	<u>e-mail:</u>				
	<u>Telephone No:</u> <u>Fax No:</u>				
6.2.1	The security to be provided by the Contractor shall be one of the following: <i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i>				
	<table border="1"> <tr> <th>Type of Security</th><th>Contractor's choice Indicate "Yes" or No"</th></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum</td><td></td></tr> </table>	Type of Security	Contractor's choice Indicate "Yes" or No"	Performance guarantee of 10% of the Contract Sum	
Type of Security	Contractor's choice Indicate "Yes" or No"				
Performance guarantee of 10% of the Contract Sum					

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

DATE:

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between

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

.....

in his capacity as: ;

AND:

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

.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

WHEREAS the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

CONTRACT NO: PW 005/2022: APPOINTMENT OF A SERVOCE UPGRADING SAULSSPOORT WATER TREATMENT WORKS: SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER TREATMENT WORKS

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.
5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

C1.3 FORM OF GUARANTEE

PRO FORMA PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address

"Employer" means:

"Contractor" means:

"Engineer" means:

"Works" means:

"Site" means:

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

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

Amount in words:

"Guaranteed Sum" means: The maximum aggregate of R

Amount in words:

"Expiry Date" means "date of Practical Completion"

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the 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

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
----------------------	-----------------	----------	--------------------	--------------------

Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledges that:

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

3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

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

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
----------------------	-----------------	----------	--------------------	--------------------

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C2

PRICING DATA

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C2.1

PRICING INSTRUCTIONS

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****C2.1 Pricing Instructions****1. General**

1.1 This section provides the bidder with guidelines and requirements with regard to the completion of the Schedule of Quantities. The Schedule shall be completed in black ink. The electronic version of the schedules will be issued to the Contractor with the bid documents. The completed electronic version of the schedules must be submitted with the bid at the closing date.

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

1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Standard Specifications or Particular Specifications.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the bidder to do the work.

Amount: The product of the quantity and the rate tendered for an item.

Sum: An amount tendered for an item, the extent of which is described in the Schedule of Quantities and the Specifications, but the quantity of work of which is not measured in any units.

1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

2. Pay Items

2.1 For Civil Works, the method of measurement and payment published in the clauses titled "Measurement and Payment" in the various sections of the Standardized Specification for Civil Engineering Construction, SANS 1200 (1986 version), is applicable, subject to the variations and amendments contained in section C3.

2.2 Descriptions in the Schedule of Quantities are abbreviated and comply generally with those in the Standardized or Particular Specifications. The measurement and payment clause of each Standardized and Particular Specifications, read together with the relevant clauses 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 and Particular Specifications, or the Scope of Work, conflict with the terms of the Schedule of Quantities, the requirements of the Standardized and Particular Specifications or Scope of Work, as applicable, shall prevail.

2.3 The item numbers appearing in the Schedule of Quantities refer to the corresponding item number in the Standardized and Particular Specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "PS". The same applies to new clauses added to the standard and particular specifications.

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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- 2.4 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.5 The quantities set out in the Schedule of Quantities are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. 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.
- 2.6 The units of measurement described in the Schedule of Quantities are metric units. Abbreviations used in the Schedule of Quantities 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	%	=	Percent
MPa	=	megapascal	kW	=	kilowatt

3. Rates

- 3.1 The prices and rates to be inserted in the Schedule of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based, as well as overhead charges and reasonable 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.
- 3.2 A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Quantities 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.
- 3.3 The bidder 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.
- 3.4 Except where rates only are required, the Bidder shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 3.5 All rates and sums of money quoted in the Schedule of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.6 All prices and rates entered in the Schedule of Quantities must be **excluding** VAT. VAT will be added last on the summary page of the Schedule of Quantities.
- 3.7 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a bid by the Employer.

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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CORRECTION OF ENTRIES MADE BY BIDDER

Any entry made by the Bidder in the Schedule of Quantities, forms, etc, which the Bidder desires to change, **shall not be erased or painted out**. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the **initial** of the Bidder shall be placed next to the correction.

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE
AT WATER TREATMENT WORKS**

C2.2

Bill of Quantities

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

Schedule 1: Preliminary and General

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1,1	SANS 1200 A	SCHEDULE 1: PRELIMINARY AND GENERAL				
	8,3	Fixed-charged items				
1.1.1	8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establish facilities on the site :				
	8.3.2.2	Facilities for Contractor				
1.1.7		Offices and storage sheds	Sum	1		
1.1.8	SDA.1 SDA.2	Quality Control and Testing	Sum	1		
1.1.9		Living accommodation	Sum	1		
1.1.11		Tools and equipment	Sum	1		
1.1.12		Water supplies, electric power and communications	Sum	1		
1.1.13		Access	Sum	1		
1.1.14	8.3.3	Other fixed-charge obligations	Sum	1		
1.1.15		All requirements of the Environmental Management Specifications	Sum	1		
1.1.16	OHS	Health and Safety Requirements	Sum	1		
1.1.29	8.3.4	Removal of Site Establishment	Sum	1		
1,2	8,4	Time-related items				
1.2.1	8.4.1	Contractual requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the site:				
TOTAL CARRIED FORWARD						

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

Schedule 1: Preliminary and General

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
1.2.3	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated Offices and storage sheds	Sum	1		
1.2.4	SDA.1 SDA.2	Quality Control and Testing	Sum	1		
1.2.5		Living accommodation	Sum	1		
1.2.7		Tools and equipment	Sum	1		
1.2.8		Water supply, electrical power and communications	Sum	1		
1.2.9		Access	Sum	1		
1.2.10	8.4.3	Supervision for duration of the construction	Sum	1		
1.2.11	8.4.4	Company and head office overhead costs	Sum	1		
1.2.12	8.4.5	Other time-related obligations	Sum	1		
1.2.13		All requirements of the Environmental Management Specifications	Sum	1		
1.2.14	OHS	Requirements regarding Health and Safety Management	Sum	1		
1,3	8.5 SDA8-3	Sums stated provisionally by Engineer				
1.3.1		Allow for remuneration for Community Liaison Officer	Prov sum		25 000,00	25 000,00
1.3.2		Percentage adjustment on Item 1.3.1 for Contractors overheads and profit (state percentage and extend as an amount)	%	25 000		
TOTAL CARRIED FORWARD						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Schedule 1: Preliminary and General

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
1.3.3	SDA8-4	Training courses for local labour	Prov sum		25 000,00	25 000,00
1.3.4		Percentage adjustment on Item 1.3.3 for Contractor's overheads and profit (state as a percentage and extend as an amount)	%	25 000		
1.3.5		Engineer's telephone costs	Prov sum		5 000,00	5 000,00
1.3.6		Percentage adjustment on Item 1.3.5 for Contractor's overheads and profit (state as a percentage and extend as an amount)	%	5 000		
1.3.7		Allow for housing for Engineer's personnel	Prov sum		21 000,00	21 000,00
1.3.8		Percentage adjustment on Item 1.3.7 for contractors overheads and profit	%	21 000		
1.4		Dayworks (PROVISIONAL)				
1.4.1		Labour				
1.4.1.1		Skilled (Artisan)	h	50		
1.4.1.2		Semi-skilled	h	100		
1.4.1.3		Unskilled	h	200		
1.4.2		Materials				
1.4.2.1		Net cost of materials	Sum			50 000,00
1.4.2.2		Percentage adjustment on Item 1.4.2.1 for Contractors overheads and profit (state and extend as an amount)	%	50 000		
1.4.3		Contractor's Plant				
1.4.3.1		Net cost of using Contractor's own plant on site	Sum			30 000,00
1.4.3.2		Percentage adjustment on Item 1.4.3.1 for Contractors overheads and profit (state and extend as an amount)	%	30 000		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES						

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

Schedule 2: Site Clearance

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.1.1	SANS 1200 C 8.2.1 SDC.1	SCHEDULE 2: SITE CLEARANCE Clear and grub (6m wide)	km	0,2		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Schedule 3: Earthworks (Pipe Trenches)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3	SANS 1200DB	SCHEDULE 3: EARTHWORKS (pipe trenches)				
3.1	8.3.2	Excavation				
3.1.1		a) Excavation in all materials for trenches, backfill, compact and dispose of surplus material				
		ii) Excavate to a maximum trench depth of 1.8m	m³	610		
3.1.2		b) Extra-over item 4.1.1. i) and ii) above for:				
3.1.3		2) Hard rock excavation	m³	60		
3.1.4		c) Excavate and dispose of unsuitable material from trench bottom	m³	60		
3.2	8.3.3	Excavation Ancillaries				
3.2.1		Make up deficiency in backfill material				
3.2.1.1	8.3.3.1	a) From other necessary excavations on site	m³	100		
3.2.1.2		c) By importation from commercial or off-site sources selected by the Contractor	m³	40		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Schedule 4: Concrete (Small Works)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200GA	SCHEDULE 4: CONCRETE (Small Works) All rates must be fully inclusive to complete the structures as indicated on the drawings, including 20 x 20mm chamfers to all visible corners Raw Water Valve Chamber installation (ref Dwg RN 169/400/05)				
4.1	8,2	FORMWORK				
4.1.1	8.2.1	Rough				
4.1.1.1		Vertical sides of floor slabs	m ²	9		
4.2	8.2.2	Smooth				
4.2.1		Vertical walls	m ²	51		
4.2.2		Horizontal slab	m ²	43		
4.3	8.2.6	Box holes in concrete				
4.3.1		Large squares up to 1m ² area, depth up to 250mm	No	4		
4.4	8,3	REINFORCEMENT				
4.4.1	8.3.1	High tensile bars	t	0,98		
4.4.2		Mild steel bars	t	0,03		
4.5	8,4	CONCRETE				
4.5.1	8.4.2	Blinding layer (Class 15/19 concrete)	m ³	2,1		
4.5.2	8.4.3	Strength concrete (Class 30/19)				
4.5.2.1		a) Floor slabs	m ³	6,1		
4.5.2.2		b) Walls	m ³	13		
4.5.2.3		c) Roof slab	m ³	4		
TOTAL CARRIED FORWARD						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Schedule 4: Concrete (Small Works)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
4.6	8,7	Grouting				
4.6.1		Grouting-in pipes with standard non-shrink grout to form a watertight joint				
4.6.1.1		a) 200 x 200 opening in roof slabs	No	1		
4.6.1.2		b) 250 x 250 opening in walls	No	1		
4.6.1.3		c) 700 x 1000 Roof slab for manhole	No	1		
4.7	8,9	Sundries				
4.7.1		Supply and install complete 250mm dia drain pipe	m	10		
4.7.2		Construct drain pipe outlet structure	No	1		
4.7.3		1000 x 700 mm galvanised manhole cover and frame (refer to Dwg RN 169/400/05)	No	1		
4.7.4		150mm dia galvanised ventilators	No	1		
4.7.5		Supply and install ladders complete as per Dwg RN169/400/05	No	1		
4.8		Demolish existing valve chamber	No	1		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

Schedule 5: Medium Pressure Pipelines

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200L	SCHEDULE 5: MEDIUM PRESSURE PIPELINES Items below must include for trial assembly and alignment before construction of concrete members into which these are cast. The rate of all items to include for supply, delivery, factory applied corrosion protection and for off-loading at a approved site according to the manufacturers specifications Manufactured pipe fittings : "Copon" coated manufactured steel pipe fittings to SANS 719 with minimum 4,0mm wall thickness, complete with flanges to SANS 1123 and packings, stainless steel bolts and nuts				
5.1	8,2	SCHEDULED ITEMS				
5.1.1	8.2.1	Supply, lay, and bed pipes complete with couplings. All pipes to be Denzo wrapped				
		Steel Pipe (SANS 719)				
5.1.1.1		(a) 450mm dia HDG Flanged T16 Galvanised Steel Pipe	m	7		
		(b) 500mm dia PN16 Flanged Galvanised Steel Pipe	m	166		
5.2		Raw Water Valve Chamber Installation (ref dwg RN 169/400/02) *(The DTI has designated and determined a stipulated minimum threshold for Valve products, manual actuators (gearboxes) pneumatic actuators for local production and content as specified to various categories of 70%)				
5.2.1		Item 1.2.1 - 500mm flange adaptor	No	4		
TOTAL CARRIED FORWARD						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Schedule 5: Medium Pressure Pipelines

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						
5.2.2		Item 1.2.2 - 500mm dia steel pipe with puddle flange both ends flanged SABS 1123 1600/3	No	4		
5.2.3		Item 1.2.3 - 500mm dia steel pipe both ends flanged SABS 1123 1600/3	No	2		
5.2.4		Item 1.2.4 - 500 x 500mm dia steel flanged tee all ends flanged	No	2		
5.2.5		Item 2.2.1 - 500mm dia bulk Magnetic Flow Meter Size: 500 mm • Lining: Fluorocarbon PTFE, various rubbers • Process connection: ASME, EN, AS, and JIS. Remote transmitter	No	2		
5.2.6		Item 2.2.2 - 500mm dia RSV gate valve with handwheel and RHS closing both ends flanged	No	4		
5.6		Vertical & Horizontal bends for 500mm dia steel pipe				
5.6.1		a) 90 degrees bend	No	2		
5.6.2		a) 45 degrees bend	No	6		
5.8	8.2.11	Construct Anchor/Thrust blocks complete as per Dwg RN169/400/03	m ³	6		
5.9		Dismantle and remove existing 450mm pipe	m	180		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES						

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Schedule 6: Bedding (Pipes)

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	SANS 1200LB	SCHEDULE 6: BEDDING (PIPES)				
6.1	8.2.1	Provision of bedding from trench excavation				
6.1.1		a) Selected granular material	m ³	75		
6.1.2		b) Selected fill material	m ³	200		
6.1.3		c) Selected backfill compacted to 90% Mod AASHTO Density	m ³	574		
TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES						

Bidder Initial:.....

Bidder

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Witness:

DLM initial:

DLM Witness:

SUMMARY OF SCHEDULES

SCHEDULE	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	
2	SITE CLEARANCE	
3	EARTHWORKS (PIPE TRENCHES)	
4	CONCRETE (SMALL WORKS)	
5	MEDIUM PRESSURE PIPELINES	
6	BEDDING (PIPES)	
	Sub-total (a)	
	ADD CONTINGENCIES (7.5% of Sub-total (a))	
	Sub-total (b)	
	Add 15% VAT to Sub-total (b)	
	TOTAL	

SIGNED ON BEHALF OF TENDERER:

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C3

SCOPE OF WORK

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****PART C3 SCOPE OF WORK****CONTENTS**

PART	HEADING	PAGE NO.
C3.1	Project Data	C 3-1-1
C3.2	Specification Data	C 3-2-1
C3.3	Standard and Particular Specifications	C 3-3-1

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT
WATER TREATMENT WORKS**

PART C3.1

PROJECT DATA

Bidder Initial:.....

Bidder
.....

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****C3.1 PROJECT DATA****CONTENTS**

CLAUSE	HEADING	PAGE NO.
C3.1.1	Employer's objectives	C 3-1-5
C3.1.2	Overview of the works	C 3-1-5
C3.1.3	Extent of the works	C 3-1-5
C3.1.4	Location of the works	C 3-1-6
C3.1.5	Site Data	C 3-1-6
C3.1.6	Temporary works	C 3-1-6
C3.1.7	Programme	C 3-1-6
C3.1.8	Water and Power Supply and other Services	C 3-1-6
C3.1.9	Camps and Depot	C 3-1-6
C3.1.10	Environmental Issues	C 3-1-7
C3.1.11	Occupational Health and Safety	C 3-1-7
C3.1.12	Disposal Sites	C 3-1-7
C3.1.13	Sanitary Conditions	C 3-1-7
C3.1.14	Liaison between Contractors	C 3-1-7
C3.1.15	Extension of Time	C 3-1-7
C3.1.16	Local Labour	C 3-1-7
C3.1.17	Training of Local Labour	C 3-1-7
C3.1.18	Preferential Procurement Procedures	C 3-1-8
C3.1.19	Information in Respect of Plant	C 3-1-8
C3.1.20	Information in Respect of Employees	C 3-1-8
C3.1.21	Daily Diaries	C 3-1-8

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

INTRODUCTION

The project data form an integral part of the contract document and are supplementary to the standard specifications.

Section C3.1 pertains to the general description of the contract, available facilities and prerequisites.

Section C3.2 deals with variations and additions to the standard and particular specifications.

Section C3.3 contains the standard and particular specifications.

STATUS

If any discrepancies exist between the standard specifications, schedule of quantities or drawings, the project data will govern.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

Dihlabeng Local Municipality intends to replace approximately 170m of asbestos cement pipe with the 500mm steel pipe at the Water Treatment Works. The Municipality is intending to appoint the competent service provider to execute the work.

C3.1.2 OVERVIEW OF THE WORKS

The contract will consist of the following:

- The construction of two 500mm dia pump lines
- Construction of air valve structures

C3.1.3 EXTENT OF THE WORKS

The Works will include the following major activities:

- Establish necessary personnel and equipment on site.
- Employ local labour from the communities.
- Procure and deliver materials to site.
- Clearing of pipeline route.
- Clearing of air valve and scour valves structures.
- Trench excavations for pipelines.
- Construction of bedding and fill layers.
- Construction of plinths
- Installation of pipes and fittings.
- Encasing of pipes where necessary.
- Backfilling of trenches.
- Testing of pipelines.
- Construction of air valve structures.
- Installation of valves and special pipe fittings
- Connection of existing services.
- Removal of all excess and redundant material from site and finishing off.
- Removal of site establishment.
- Maintenance for 12 month period.

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

C3.1.4 LOCATION OF THE WORKS

The location of the works are located at the following coordinates

- Water Treatment Works: 28°13'00.84"S and 28°21'34.68" E

C3.1.5 SITE DATA

Site locations are in a moderate summer rainfall region, with an average annual rainfall of approximately 750mm, with average summer temperatures in the low 30C° range and winter temperatures below 0°C with regular frost.

C3.1.6 TEMPORARY WORKS

Temporary work will mainly consist of the establishment of site facilities.

C3.1.7 PROGRAMME

The Contractor's programme shall be submitted in a bar chart format (Microsoft Projects or similar) in electronic and hard copy formats.

The Contractor's programme shall include:

- (i) All construction activities with comprehensive and sufficient detail to assess construction progress and manage and control financial issues.
- (ii) It must indicate coherent planning to enable the Engineer to perform required and necessary actions, e.g. to issue notifications, to obtain permissions, etc.
- (iii) Indicate critical path activities and their dependencies.
- (iv) Include key flags and dates in respect of work to be carried out by others.
- (v) Indicate key dates in respect of information required from others, including the Engineer, local authorities, and other contractors and sub-contractors working in the area.

If any significant change to the critical path course occurs, the Contractors shall, as soon as possible, notify the Engineer thereof in writing. If requested by the Engineer a revised construction programme shall be submitted within 7 days.

When drawing up his programme, the Contractor shall take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act,
- d) the design, testing and approval of all concrete mixes

C3.1.8 WATER AND POWER SUPPLY AND OTHER SERVICES

The Contractor shall make his own arrangement and pay all installation and consumption charges for the supply of water, electrical power and other services required.

C3.1.9 CAMPS AND DEPOT

The Contractor shall make his own arrangements with the local authority and/or land owners with regards to the location of a site for his temporary camps for offices, stores, workshops and housing of his personnel. The Contractor will be responsible for all security at these sites.

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C3.1.10 ENVIRONMENTAL ISSUES

The Contractor shall be responsible to comply with the relevant environmental legislation.

C3.1.11 OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall be responsible to comply with the relevant health and safety legislation. Allowance has been made therefore in the Bill of Quantities. Specific attention should be given to the safety of workers and civilians on site.

C3.1.12 DISPOSAL SITES

The Contractor shall locate suitable sites, off site, for the disposal of cleared vegetation, rubble, unsuitable material or surplus material.

The Contractor shall inform the Engineer of any site he proposes to use.

C3.1.13 SANITARY CONDITIONS

The Contractor shall ensure that sanitary conditions acceptable to the Engineer prevail on site through the contract period, and that all his workers are aware of, and comply with this condition.

C3.1.14 LIAISON BETWEEN CONTRACTORS

The Contractor must liaise with other contractors that may be working in the vicinity of the site, and ensure that there is communication and co-operation at all times to avoid any disputes.

The requirement includes issues such as sharing of access roads, borrow areas, storage space, water sources, waste or dumping areas, etc.

C3.1.15 EXTENSION OF TIME

A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the Contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of 2 working days caused by normal rainy weather, for which he will not receive any extension of time.

Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of 2 working days.

C3.1.16 LOCAL LABOUR

The Contractor shall endeavour to maximise the employment of local labour.

The Contractor will, in conjunction with the Ward Councillors, appoint a Community Liaison Officer (CLO) that will be employed by the Contractor for the duration of the contract.

The CLO will assist the Contractor with local labour issues, including employment conditions, remuneration, performance monitoring, etc.

C3.1.17 TRAINING OF LOCAL LABOUR

Provision has been made in the Bill of Quantities for accredited training in different activities on site.

The Contractor shall however provide in-service training for labourers recruited from the local community. The cost of this training will be regarded to have been included in the tendered rates for the relevant type of work.

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C3.1.18 PREFERENTIAL PROCUREMENT PROCEDURES

The Works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

C3.1.19 INFORMATION IN RESPECT OF PLANT

The Contractor shall deliver to the Engineer, on a monthly basis, a detailed inventory of Contractual Plant kept on 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 seventh day of the month following the month to be reported.

C3.1.20 INFORMATION IN RESPECT OF EMPLOYEES

The Contractor shall deliver to the Engineer, on a monthly basis, a return in detail of supervisory staff and the numbers of categorised classes of labour employed (own and local labour) each day for the said period by the Contractor for execution of the Contract. Such return shall be submitted by the seventh day of the month following the month to be reported.

C3.1.21 DAILY DIARIES

The Contractor shall keep a daily diary on approved forms, recording all activities. This diary will be counter signed by the Engineer's Representative.

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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C3.2

SPECIFICATION DATA

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DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS****C3.2 SPECIFICATION DATA****CONTENTS**

CLAUSE	HEADING	PAGE NO.
SDA	General (SANS 1200A)	C3-2-3
SDD	Earthworks (SANS 1200D)	C3-2-4
SDG	Concrete (Structural) (SANS 1200G)	C3-2-5

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DIHLABENG LOCAL MUNICIPALITY**DIHLABENG BULK WATER SUPPLY SCHEME****APPOINTMENT OF A SERVICE PROVIDER FOR REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER TREATMENT WORKS****C3.2 SPECIFICATION DATA**

The Specification Data give amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clauses are lettered using alphabetical identification and numbering of the applicable specification, prefixed by the letters "SD".

Should any requirement of the Specification Data conflict with any requirement of the standard and particular specifications listed, the requirement of the Specification Data shall prevail.

SDA GENERAL (SANS 1200A)**SDA.1 Quality (Clause 3.1)**

All materials to be used for the completion of the works must comply with the applicable standards and requirements of the South African Bureau of Standards or SANS, and bear the SANS/SABS quality mark.

The Contractor must compile a full quality assurance plan and submit it to the Engineer for approval before construction commences.

The plan must include the following:

- Setting out and levels
- Quality of sand and stone for concrete.
- Method and control over accurate batching of concrete.
- Fixing of reinforcing and control over cover.
- Curing of concrete.
- Concrete cube test.
- Quality and accuracy of shuttering within the specified tolerances.
- Laying of pipes to lines and levels
- Bedding and backfilling to specifications
- Compaction to specifications
- Leak testing of pipelines
- Competencies of staff responsible for day to day quality assurance.

The Contractor will be required to keep full records of the results of his quality assurance programme on site.

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SDA.2 Testing (Clause 7)

All quality control tests, e.g. concrete strength and soil density tests, will be executed at the cost of the Contractor. Costs of the tests required are deemed to be included in the rates of the items that are subject to testing.

Test results must be supplied to the Engineer immediately after they have become available.

SDA.8 Measurement and payment**SDA.8-1 Method of measurement, all sections (Sub-clause 8.1.1)**

In the second line of Sub-clause 8.1.1, after the words “standardized specification or in” add:
“the measurement and payment of the standard specification, particular specification or”.

SDA.8-2 Time-related items (Sub-clause 8.2.2)

Notwithstanding the stipulation of Sub-clause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of Sub-clause 5.12.3 of the General Conditions of Contract.

SDA.8-3 Dayworks (Sub-clause 8.7)

Provisional amounts are included in the dayworks schedule for materials and equipment. Dayworks will only be used upon specific instruction by the Engineer.

In addition to the abovementioned amounts, provision is made for a mark-up to be used during the execution of dayworks. Payment shall be regarded as full compensation for overheads, charges and profit and transport of the materials to be used when executing dayworks.

Where dayworks have been instructed by the engineer the returns must be submitted in person for signature of approval within 24 hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on approved forms.

SDD Earthworks (SANS 1200D)**SDD.3 Materials****SDD.3-1 Classes of excavation (Sub-clause 3.1.2)**

Notwithstanding the provisions of Sub-clause 3.1.2, the material excavated, other than hard rock, will not be classified for the purposes of measurement and payment. The unit rate for excavation shall cover the cost of excavation in all materials with the only extra-over items payable being those for excavation in hard rock.

Hard rock will be classified as material that can only be excavated by the use of pneumatic tools or by drilling and blasting.

SDD.5 Construction**SDD.5-1 Working space and backfilling around structures**

Excavations for structures requiring wall shuttering will be measured to include a working space of 600mm outside the external concrete wall face.

No allowance will be made for working space where no wall or base shuttering is required

No backfilling of structures are to be done before a leak test has been successfully passed.

Rates for excavations are inclusive of the backfilling and compaction around structures.

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SDD.5-2 Protection of existing services

The rate covers all risks and actions required to protect the services during construction.

The item will be paid once per service and per position where it has been uncovered, irrespective of the number of times it is required to uncover. A position is defined as a single hole or excavation.

SDD.5-3 Pipe Trenches

For the purposes of payment, volumes of excavations for pipe trenches will be calculated in accordance with the stipulations of SANS 1200 DB : Earthworks (Pipe Trenches).

SDG CONCRETE (Structural) SANS 1200G**SDG.1 Concrete Mix Design for chambers**

The contractor must commission a reputable registered material laboratory to carry out a concrete mix design on every grade and type of concrete.

A sample of the aggregates to be used must be submitted to both the laboratory and the Engineer while one sample of each type of aggregate is kept in the site office in a sealed plastic bag.

After the laboratory has determined that the aggregates are suitable in terms of the mix design and SANS 1083, the contractor must place an order for immediate delivery of all the aggregates for the whole project to ensure consistency.

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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT
WATER TREATMENT WORKS**

PART C3.3

STANDARD AND PARTICULAR SPECIFICATIONS

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DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT
WATER TREATMENT WORKS****C3.3 STANDARD AND PARTICULAR SPECIFICATIONS****CONTENTS**

PART	HEADING	PAGE NO.
1	OHS: Construction Health and Safety	C 3-3-3

DIHLABENG LOCAL MUNICIPALITY**APPOINTMENT OF A SERVICE PROVIDER FOR THE UPGRADING
OF SAULSPOORT WATER TREATMENT WORKS****SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT
WATER TREATMENT WORKS****OHS : CONSTRUCTION HEALTH AND SAFETY****CONTENTS**

Section	Description	Page No
OHS1	Introduction	C3-3-4
OHS2	General Requirements	C3-3-5
OHS3	Construction Health and Safety Plan	C3-3-8
OHS4	Project Risk Profile	C3-3-13
OHS5	Measurement and Payment	C3-3-46

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SECTION 1: INTRODUCTION**OHS1.1 Scope of Health and Safety Specification Document**

The health and safety specifications pertaining to this project cover the subjects contained in the index and are intended to outline the normal as well as any special requirements of the client pertaining to the construction health and safety matters applicable to the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted in any way whatsoever, to countermand or nullify any stipulation of the act, regulations and safety standards which are promulgated under, or incorporated into the act.

OHS1.2 Preamble

This "health and safety specifications" document is governed by the occupational health and safety act, 1993 (act no 85 of 1993), hereinafter referred to as the act, with specific reference to construction regulation 5(1) (a) and 5(1) (b). Notwithstanding this, cognizance should be taken of the fact that no single act or its set of regulations can be read in isolation.

Included in these specifications is set rules to assist the principal contractor, contractors (sub-contractors) and client of the project in controlling and managing construction health and safety issues on the construction site, as stipulated in the OHS Act

The specifications and rules do not relieve the principal contractor, contractors (sub-contractors) or their employees from any legal obligation under the requirements of the "basic conditions of employment act" or the "occupational health and safety act".

The specifications and rules will apply for the duration of the project. Should the principal contractor or contractors (sub-contractors) not comply, it will be deemed as a breach of contract.

The principal contractor will carry full responsibility and accountability regarding the adherence to any health and safety issues when contractors (sub-contractors) are used to carry out any construction work on the project.

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

OHS1.3 Purpose

The purpose of this specification is to brief the principle contractor and contractors on the significant safety aspects of the project. It provides information and requirements on inter alias:

- Safety considerations affecting the site and its environment;
- Health and safety aspects of the associated structures and equipment;
- Submissions on health and safety matters; and
- The principal contractor's health and safety plan

OHS1.4 Stakeholders on the Project**Client:**

Dihlabeng Local Municipality
P.O. Box 551
Bethlehem
9700

Project:

Upgrading of Saulspoort Water Treatment Works:
Section B: Replacement of Asbestos Cement Pipe at
Water Treatment Works

Principal Agent:

Rudnat Projects cc

Construction Health and Safety Agent:

Construction Safety Services

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OHS1.5 Project Design and Scope of Work**OHS1.5.1 Scope of Work****Overview of the Works**

- The construction of two 500mm dia steel pumphines
- Construction of air valve structures

Extent of the Works

The Works will include the following major activities:

- Establish necessary personnel and equipment on site.
- Employ local labour from the communities.
- Procure and deliver materials to site.
- Clearing of pipeline route.
- Clearing of air valve and scour valves structures.
- Trench excavations for pipelines.
- Construction of bedding and fill layers.
- Installation of pipes and fittings.
- Encasing of pipes where necessary.
- Backfilling of trenches.
- Testing of pipelines.
- Construction of air valve structures.
- Installation of valves and special pipe fittings
- Connection of existing services.
- Removal of all excess and redundant material from site and finishing off.
- Removal of site establishment.
- Maintenance for 12 month period.

Location of the Works

The locations of the works are located at the following coordinates:

- Water Treatment Works: 28°13'00.84"S and 28°21'34.68" E;

SECTION 2: GENERAL REQUIREMENTS**OHS2.1 Definitions**

Important definitions in the act and regulations pertaining to this specification document are hereby extracted:

"purpose of the act" to provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

"agent" means competent person who acts as a representative for a client;

"angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away

"bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"client" means any person for whom construction work is being performed;

"competent person" means a person who-

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: provided that where appropriate qualifications and training are registered in terms of the provisions of the national qualification framework act, 2000 (act no. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) is familiar with the act and with the applicable regulations made under the act;

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“construction manager” means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

“construction site” means a work place where construction work is being performed;

“construction supervisor” means a competent person responsible for supervising construction activities on a construction site;

“construction vehicle” means a vehicle use as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

“construction work permit” means a document issued in term of regulation 3 (Construction Regulation 2014)

“construction work” means any work in connection with:

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

“contractor” means an employer who performs construction work;

“demolition work” means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

“excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive actuated fastening device” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall arrest equipment” means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

“fall protection plan” means a documented plan, which includes and provides for-

(a) all risks relating to working from a fall risk position, considering the nature of work undertaken;

(b) the procedures and methods to be applied in order to eliminate the risk of falling; and

(c) a rescue plan and procedures;

“fall risk” means any potential exposure to falling either from, off or into;

“health and safety file” means a file, or other record containing the information in writing required by these regulations;

“health and safety plan” means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

“health and safety specification” means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

“material hoist” means a hoist used to lower or raise material and equipment, excluding passengers;

“medical certificate of fitness” means a certificate contemplated in construction regulation 7(8);

“mobile plant” means any machinery, appliance or other similar device that is able to move independently, and is used for the purpose of performing construction work on a construction site;

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“national building regulations” means the national building regulations made under the national building regulations and building standards act, 1977 (act no. 103 of 1977), and promulgated by government notice no r. 2378 of 30 July 1990, as amended by government notices no’s r. 432 of 8 march 1991, r. 919 of 30 July 1999 and r. 547 of 30 may 2008;

“person day” means one normal working shift of carrying out construction work by a person on a construction site;

“principal contractor” means an employer appointed by the client to perform construction work;

“scaffold” means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a system used to support the sides of an excavation and which is intended to and prevent the cave-in or the collapse of the sides of an excavation;

“structure” means-

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

(b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work, or

(c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

“suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

“temporary works” means any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during constructing work;

“the act” means the occupational health and safety act, 1993 (act no. 85 of 1993)

OHS2.2 Employer

OHS2.2.1 The employer will appoint the contractor in writing for the execution of the works.

OHS2.2.2 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 of at least once every month.

OHS2.2.3 The employer or his agent will stop the contractor from executing construction work should the contractor at any stage in the execution of the works:

- Fail to implement or maintain his health and safety plan;
- Execute construction work which is not in accordance with his health and safety plan;
- Act in any way which may pose a threat to the health and safety of persons.

OHS2.3 Principal contractor

OHS2.3.1 The principal contractor shall accept the appointment under the terms and conditions of contract. The principal 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 4 of the construction regulation. The principal contractor shall submit the notification in writing prior to commencement of work.

OHS2.3.2 The principal contractor shall ensure that he is fully conversant with the requirements of the specification. The 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 principal contractor in terms of this contract continue to be a legal requirement of the principal contractor.

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- OHS2.3.3 The principal contractor shall provide and demonstrate to the employer a suitable and sufficiently documented health and safety plan based on this specification, the act and the construction regulations, which shall be applied from the date of commencement of and for the duration of or execution of the works.
- OHS2.3.4 The principal contractor shall provide proof of his registration and good standing with the compensation fund or with a licensed compensation insurer prior to commencement with the works.
- OHS2.3.5 The principal 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 construction regulations.
- OHS2.3.6 The principal 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 construction regulations.
- OHS2.3.7 The principal contractor shall ensure that a copy of his health and safety plan is available on request to the employer, an inspector, employee or sub-contractor.
- OHS2.3.8 The principal contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this specification, the act and the construction regulations, is opened and kept on site and made available to the employer or inspector upon request. Upon completion of the works, the principal contractor shall hand over a consolidated health and safety file to the employer.
- OHS2.3.9 Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

SECTION 3: CONSTRUCTION HEALTH AND SAFETY PLAN

OHS3.1 General

The principal contractor has to demonstrate to the client that it has developed a suitable and sufficiently documented construction health and safety plan for the specific project appointed, as well as the necessary competencies, experience and resources to perform the construction work safely.

OHS3.2 Contents of the Construction Health and Safety Plan

The health and safety management program should at least provide a detailed overview of the following matters:

- Structure and organization of OHS Act responsibilities and appointments;
- Management of the project's construction health and safety hazards and risks;
- Communication of the health and safety management program;
- Program for construction health and safety internal audits and inspections;
- Program for construction health and safety investigations regarding incidents/accidents;
- Fall Protection Plan.

OHS3.3 Structures and Organization of OHS Act Responsibilities and Appointments

OHS3.3.1 Contractor's Construction Safety Officer

Before commencing work, the contractor shall designate a part time competent construction safety officer (CHSO) who shall be acceptable to the agent to represent and act for the contractor.

The contractor shall inform the agent in writing of the name and address of the contractor's CHSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CHSO's authority to act for the contractor.

The contractor's CHSO shall make available to the employer a telephone number at which the CHSO 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.

OHS3.3.2 Overall Supervision and Responsibility for Construction Health and Safety

The client and/or its agent on its behalf to ensure that the principal contractor, appointed in terms of construction regulation 5(1) (k), implements and maintains the agreed and approved H&S Plan. Failure on the part of the client or agent to comply with this requirement will not relieve the principal contractor from any one or more of his/her duties under the act and regulations.

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The Chief Executive Officer of the principal contractor in terms of section 16(1) of the Act to ensure that the employer (as defined in the act) complies with the act.

All OHS Act (85/1993), section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (health & safety file).

The construction manager and assistant construction manager appointed in terms of construction regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal contractor to become part of site records (health & safety file).

All health and safety representatives (she-reps) shall act and report as per section 18 of the act.

OHS3.3.3 Specific Supervision Responsibilities for Construction Health and Safety
Several appointments or designations of responsible and/or competent people in specific areas of construction work are required by the act and regulations. The appointments must be in writing and competency of appointees must be available on the health and safety file.

OHS3.4 Communication of the Health and Safety Management Program

The communication principles to be applied should cover the following:

- Construction health and safety goals for the project and arrangements for monitoring and reviewing health and safety performance.
- Arrangements for:
 - Regular liaison between stake holders on site; and
 - Consultation with the workforce.
- selection and control of contractors (sub-contractors)
- The exchange of construction health and safety information between all stake holders (client, contractors, sub-contractors, designers, etc.). This will include the following:
 - Site security;
 - Site induction, onsite training;
 - Site facilities, e.g. Sanitation;
 - First-aid facilities;
 - Reporting and investigation of accidents and incidents;
 - The production and approval of risk assessments and method statements;
 - Site rules; and
 - Fire and emergency procedures.
- Reporting to the client, i.e. results and action of construction health and safety inspection, incident investigations and minutes of safety committee meetings.
- Reporting of incidents to the department of labour and compensation insurer where appropriate.

OHS3.5 Construction Health and Safety Internal Audits and Inspections

The client and/or its agent on the client's behalf will be conducting periodic audits at times agreed with the principal contractor. This audit will monitor and ensure that the principal contractor has implemented, adhering to and is maintain the agreed and approved health and safety plan. Non – conformances will be highlighted for ratification to endure that the client is not unduly exposed regarding the requirements as stipulated by the OHS Act.

A representative and/or the relevant health and safety representative(s) of the principal contractor must accompany the client and/or it's agent on its behalf on all audits and inspections.

The principal contractor shall conduct his/her own inspections/internal audits at regular intervals. Copies of these inspections/internal audits must be handed to the client and/or its agent.

Copies of health and safety committee meeting minutes must be available to the client and/or its agent, reflecting recommendations made by the committee to the principal contractor for reference purposes.

OHS3.6 Construction Health and Safety Incident/Accident Investigations and Reporting

- The principal contractor shall report all incidents where an employee is injured on duty to the extent that the incident caused the following conditions:
 - Fatal;
 - Unconscious;

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- Loses a limb or part of;
- Becomes ill;
- Permanent physical defect
- The principal contractor shall report all investigations regarding incidents, where:
 - Major incident (safety, health or environmental) occurred;
 - Health or safety of any person was endangered;
 - Hazardous/danger substance was spilled;
 - Uncontrolled release of any substance under pressure occurred;
 - Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects;
 - Uncontrolled running of machinery.

OHS3.7 Construction Health and Safety Training

The contents and syllabi of all training required by the act and regulations including any other related or relevant training as required must be made available to the client if so required.

PHS3.7.1 Construction Health and Safety Induction Training

All employees of the principal and any other contractor (sub –contractor) must be in possession of proof of construction health and safety induction training. This training will include:

- Risk identification;
- Safe work procedures (SWP);
- Personal protective equipment (PPE) the use and the maintenance thereof;
- Health and safety outside the workplace;
- Legal impact of health and safety matters;
- Introduction to the” workmen’s compensation act”;
- Site security;
- Sanitation facilities;
- First aid facilities;
- Fire and emergency procedures;
- Roll of health and safety representatives and the selection of them ;
- Working hours and general working conditions;
- Incident reporting and procedures;
- Incident investigation and procedures
- COVID-19 legislative Compliance, Annexure A, Section 6.

OHS3.7.2 Other Training

All employees in jobs requiring competency in terms of the act and regulations must be in possession of valid proof of training/experience to be credited for competency.

Specific construction health and safety training requirements for this project includes:

- Construction health and safety representative;
- First aider – level 1;
- Risk assessor

OHS3.8 Construction Health and Safety Budget (Cost Management)

To enable the client to comply with construction regulation 5(1) (g), the principal contractor has to demonstrate to the client that sufficient provision has been made to implement and managed the health and safety plan of the principle contractor.

A detailed schedule of costs therefore has to be included in the health and safety plan submitted. This includes the following subjects:

OHS3.8.1 Administration

- Compile a health and safety plan;
- Notification of construction work;
- Proof of good standing with the compensation fund or with a licensed compensation insurer

OHS3.8.2 Construction Health and Safety Management Program

- Appointment of a safety officer(s) (full-time or part-time);
- Appointment of a health and safety consultant if required;
- Other cost relating to the implementation and managing of the health and safety management program

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OHS3.8.3 Personal Protective Equipment (PPE)

The principal contractor is required to identify the hazards in workplace and deal with them on an ongoing basis. He/she must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.

Where it is not possible to create an absolutely safe and healthy workplace the principal contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present to allow them to work safely and without risk to health in the hazardous environment.

It is a further requirement that the principal contractor maintains the said equipment, that he/she instructs and trains the employees in the use of the equipment and ensured that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s), for which the equipment was prescribed but an alternative solution has to be found, that may include relocating the employee.

The principal contractor may not charge any fee for protective equipment prescribed by him or her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed;
- Where the employee has patently abused or neglected the equipment leading to early failure; and
- Where the employee has lost the equipment

All employees shall, as a minimum, be required to wear the following personal protective equipment on the project:

- Footwear, e.g. Safety shoes;
- Hand protection e.g. Gloves;
- Clothing, e.g. Overalls;
- COVID-19 Personal Protective Equipment as per the relevant National Lockdown Level.

OHS3.8.4 Employee Site Facilities

Adequate and sufficient facilities shall be provided for employees on site, i.e.

- Protected change room for each gender;
- Toilets for each gender (1 toilet for each gender and for every 30 employees);
- Hand wash facility;
- Drinking water;
- COVID-19 sanitizer station/s.

OHS3.8.5 Health and Safety Signage

Access to the construction site must be controlled. Health and safety signage to inform visiting public, employees, client, etc. must be prominently displayed. The following signage shall be displayed:

- No unauthorized entry;
- Danger: construction work in progress;
- Visitors to report to site office;
- Site office location;
- First-aid facility location and responsible person (include contact details);
- Fire equipment location;
- Specific designated areas signage for storage and stacking;
- Construction work permit must be displayed at the entrance of the construction site;
- COVID-19 general information and location of sanitizer station/s.

OHS3.8.6 Health and Safety Notice Board

A health and safety notice board (2000mm x 1000mm) shall be erected on site with the following information displayed:

- Safety notices;
- Safety awareness poster;
- Site rules.

Information regarding emergency contact numbers/details of:

- Doctor;
- Ambulance;

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- Hospital;
- Fire brigade;
- Safety officer;
- Project manager;
- First aider;
- Site evacuation map and zones.

OHS3.8.7 Training

Provision must be made to train employees regarding competency as required by the act and regulations, this will include the following activities:

- **Health and safety representative(s)**

Every contractor on site with ten or more employees at the workplace must have a health and safety representative available during normal working hours.

In the case where 50 or more employees are at the workplace, every contractor must have at least one health and safety representative representing every group of 50 employees, available during normal working hours.

- **First aider**

Every contractor with ten or more employees at the work place shall have a person with a valid certificate of training in first aid – level 1. The first aider shall permanently be available at the workplace.

In the case where 50 or more employees are at the workplace, every contractor must have at least one first aider for every group 50 employees, available permanently.

- **Risk assessor**

Every contractor performing construction work shall before commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person.

The training provision should be read in conjunction with the act, construction regulations or any other regulation and safety requirements which were or will be promulgated under the act or incorporated into the act and be in force or come into force during the effective duration of the project.

OHS3.8.8 First Aid Station

Every contractor with five or more employees shall have a first aid box on site. The first aid box shall contain suitable first aid equipment which includes at least the equipment stipulated in the annexure of the general safety regulations.

OHS3.9 Logbooks and Registers

The following logbooks and registers shall be implemented and managed in terms of the Act and Regulations:

OHS3.9.1 Health and Safety Appointments

An organogram depicting the necessary health and safety appointments, as identified in the OHS Act, must be displayed at the site office and notice board, where employees general report for duty.

OHS3.9.2 Logbooks and Registers

The following logging shall be carried out and recorded for the initial start of the project:

- Fire extinguishing;
- First aid;
- Incident/accident reporting;
- Incident/accident investigation;
- Portable electrical equipment;
- Excavation;
- Construction vehicles;
- Information signage;
- Fall Arrest and Fall Prevention Equipment;
- Health and safety inspections by health and safety representatives;
- Monthly health and safety committee meeting minutes;
- Attendance register;
- Induction training;
- Toolbox talks;
- COVID-19 registers as required by the National Lockdown Level.

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Other logbooks/registers shall be implemented during duration of the project as stipulated by the Act and Regulations.

OHS3.9.3 Record Keeping Responsibilities

Record keeping responsibilities by the principle contractor and contractors have to be implemented for reference and made available on request to an inspector, the client and the client's agent.

OHS3.10 Construction Health and Safety File

The minimum contents of the health and safety file shall include:

- Health and Safety Plan;
- Brief Description Of Work;
- Health And Safety Specifications As Provided By The Client;
- Risk Assessment;
- Safe Work Procedures;
- Notification Of Construction Work;
- Letter Of Good Standing With The Compensation Fund Or Approved Compensation Insurer;
- Program Of Construction Work;
- Minutes/Audits Of Health And Safety Inspections And Meetings;
- Documentation Supporting The Managing Of The Health And Safety Program;
- As-Built Drawings;
- Arrangements with Contractors (Sub-Contractors) and/or Mandatory;
- Method Statements For Specific Health And Safety Requirements As Identified During The Duration Of The Project;
- Construction Health and Safety Incident Recording and the Investigation Thereof;
- Construction Work Permit;
- COVID-19 compliance section.

SECTION 4: SITE SPECIFIC HEALTH AND SAFETY REQUIREMENTS

OHS4.1 Designated Danger Areas on Site

All designated danger areas on site shall be demarcated by the contractor with appropriate material and hazard notices posted at strategic locations to prevent unauthorized persons entering the danger area.

Appropriate material to safeguard danger areas includes:

- Safety netting 1m in height;
- Timber boards or similar material;
- Corrugated sheeting;
- Wire fencing.

Danger tape will not be allowed to be used as a single demarcation notice. It can only be used as a support of hazard identification with various materials as identified above.

OHS4.2 Road Traffic Ordinance/Transportation Act

The contractor shall ensure that drivers and operators of vehicles, mobile plant and machinery are in possession of valid driver's licenses and competency certificates.

The contractor shall not permit any driver or operator to be in control of a vehicle or mobile plant or machinery at the works while under the influence of alcohol or drugs.

All vehicles of the contractor shall display a name board bearing the Contractors name. Hired vehicles shall bear an identifying sticker.

OHS4.3. Overhead Power Lines

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the contractor at all times.

OHS4.4 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.

OHS4.5 Concrete Mixing Equipment

The Contractor shall use or cause to be using any plant for the storage, gauging and mixing of materials for concrete unless:

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- The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented;
- The storage area shall be protected from unauthorized entry by an adequate barrier;
- A safe and tidy approach shall be maintained to the aggregate storage area;
- The Contractor shall appoint operators skilled in the operation of the plant;
- On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Agent on request.

OHS4.6 Excavation/Shoring

The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The face of an excavation shall not be undercut.

All excavations, irrespective of depth, shall be adequately screened off with barrier netting or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Agent before excavation work continues.

OHS4.7 Prevention of Uncontrolled Collapse

The contractor shall ensure that:

- All reasonably 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 of construction work;
- No structure or part of a structure is loaded in a manner that would render it unsafe.

OHS4.8 Electrical Equipment and Procedures Used by the Contractor

All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Agent. A record of the inspections shall be kept and shall be made available to the Agent on request.

The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements

All earth leakage units shall be tested at intervals of not more than one month and signed for by the qualified electrician.

OHS4.9 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.

OHS4.10 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.

OHS4.11 Hazardous Chemicals and Materials

The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/baths and other washing facilities, prior to the commencement of work.

OHS4.12 Indemnity of the Employer and His Agents

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

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OHS4.13 Construction Sanitation and Domestic Facilities

The Contractor shall, depending on the number of workers and the duration of the project, provide at the construction site the following clean and maintained facilities:

- at least one sanitary facility for every 30 workers (one facility for each gender)
- changing facility for each gender
- sheltered eating area
- Clean drinking water

OHS4.14 HIV/Aids Awareness

The Contractor has to implement a HIV/Aids awareness programme for raising awareness' about HIV/Aids through education and information on the nature of the disease, how it is transmitted, safe sexual behavior, attitudes towards people affected and people living with HIV/Aids, how to live a healthy lifestyle with HIV/Aids, the importance of voluntary testing and counseling, the diagnosis and treatment of Sexually Transmitted infections and the closest Health Service Providers.

Informing workers of their rights with regard to HIV/Aids in the workplace and providing workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

OHS4.15 Fire Precaution/Protection

The Contractor shall ensure:

- That all appropriate measures have been taken to avoid the risk of fire on site.
- Sufficient and suitable storage is provided for flammable liquids, solids and gases.
- Smoking is prohibited and notices in this regard are prominently displayed at all places containing readily combustible or flammable materials.
- Combustible materials do not accumulate on the construction site.
- Suitable and sufficient fire-extinguishing equipment is placed at strategic locations and that such equipment is maintained in good working order.
- Employees are trained to use firefighting equipment on site.

OHS4.16 Demolition Work – Specific Reference to Asbestos

Asbestos demolition, transportation and disposal may only be done by a Registered Asbestos Contractor as per Asbestos Regulations, OHS Act 85/93. And that all relevant regulations are adhere to as per Asbestos Regulations, OHS Act 85/93.

The Contractor shall develop a demolition plan for approval by the client. The demolition plan must address the following:

- A method statement on the procedure to be followed during the demolishing of the structures;
- Inspection of the structural integrity of the structures at intervals determined in the method statement to avoid premature collapses.
- The following safety standards shall form part of the method statement:
 - No floor roof or other part of the structures are overloaded with debris or material;
 - Practicable precautions are taken to avoid the danger of the structures collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut;
 - Not require or instruct any person to work under unsafe overhanging material or structure, which has not been adequately supported, shored or braced;
 - Where the stability of an adjoining building structure or road is likely to be affected by demolition work on a structure, take steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
 - Ascertain as far as reasonably practicable the location and nature of electricity and water;
 - Cause convenient and safe means of access to every part of the demolition site and structures;
 - Fence off the danger area;
 - Demolishing buildings shall be adequately illuminated where work is performed;
 - A waste removal plan shall be implemented as approved by the Client;
 - Waste and debris shall not be disposed from a height higher than 3m if a chute is not used, or an approved alternative is acceptable to the Client;
 - Where the risk assessment indicates the presence of asbestos the contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the Asbestos Regulations promulgated by Government Notice No R155 of 10 February 2002, as amended.

OHS4.17 Pollution of Environment

The Contractor shall:

- Put measures in place to minimize dust generation;
- Prevent the accumulation or littering of empty cement pockets, plastic wrapping/bags, packing materials etc.;
- Spillage/discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site is expressly prohibited.

OHS4.18 Noise mitigation

The Contractor shall:

- Identified tasks where noise levels exceed 85 Db at any one time. All reasonable steps taken to reduce noise levels at the source;
- Hearing protection used where noise levels could not be reduced to below 85 Db.

OHS4.19 Lighting

The Contractor shall install lighting in places where work is being executed, e.g. stairwells and confined working areas.

OHS4.20 Excavations

The Contractor shall ensure:

- The appointment of a competent person in writing to supervise and inspect excavation work.
- Regular excavation inspection are carried out and recorded, i.e.:
 - Before every shift
 - After an unexpected fall of ground
 - After any substantial damage to the shoring
 - After rain
- That the managing of excavations deeper than 1.5m is:
 - Shored/braced to prevent caving/falling in;
 - Provided access ladders for workers to gain safe access to excavation work;
 - Excavations guarded/barricade/lighted after dark in public areas;
 - Soil dumped at least 1 m away from the edge of excavation;
 - On sloping ground soil dumped on lower side of excavation.

OHS4.21 Housekeeping

The Contractor shall:

- Implement a waste management program to ensure the removal of all items of scrap/unusable off-cuts/rubble and redundant material at appropriate intervals.
- Ensure that the stacking of construction material is:
 - Stable, on a firm surface/base level
 - Prevent from leaning or collapsing
 - Stacked to make collecting accessible
- Ensure that adequate storage areas are provided and that these areas are free from weeds, litter, etc.

OHS4.22 Electricity

The Contractor shall ensure that the following safety precautions have been implemented for electrical works during the project period, example site office and laboratory:

- Electrical distribution boards and earth leakages;
 - Are color coded/numbered/symbolic sign displayed;
 - Area in front is kept clear and unobstructed;
 - Are fitted with inside cover plate/openings blanked off/no exposed "live" conductors/terminals/door kept close;
 - Switches/circuit breakers are identified;
 - Earth leakage protection unit fitted and operating;
 - Tested with an instrument. Test results are within 15-30 milliamps aperture/opening/s provided for the plugging in and removal of extension leads without the need to open the door;
 - Apertures and openings used for extension leads to be protected against the elements and especially rain.
- Electrical installation and wiring (permanent or temporary);
 - Temporary wiring/extension leads in good condition and no bare/exposed wires;
 - Earthing continuity/polarity correct cables protected from mechanical damage and moisture;
 - Correct loading observed e.g. No heating appliance used from lighting circuit etc.;

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- Light fittings/lamp protected from mechanical damage/moisture;
- Cable arrestors in place and used inside plugs.
- Physical condition of electrical appliances and tools:
 - Insulation/casing in good condition;
 - Earth wire connected/intact where not of double insulated design;
 - Double insulation mark indicates that no earth wire is to be connected;
 - Cord in good condition/no bare wires/secured to machine & plug;
 - Plug in good condition, connected correctly and correct polarity.

OHS4.23 Site Vehicles, Mobile Plant and Machinery

The Contractor shall ensure:

- That only competent operators will be allowed to operate vehicles plant or machinery that he/she have been allocated to;
- That daily inspections are carried out prior to the use of vehicles, plant or machinery;
- That record of daily inspections are kept on site;
- That written proof of competency of operators is available on site;
- That a site speed limit is posted and not exceeded.

OHS4.24 Hand Tools

The Contractor shall ensure that hand tools used during the construction period will be of good quality and maintained in good working order.

OHS4.25 Explosive Powered Tools

The Contractor shall ensure that the following safety standards will be implemented when explosive powered tools are used on site:

- Only used by trained and authorized personnel;
- Prescribed warning signs placed or displayed where tool is in use;
- Inspected monthly by a competent person and results recorded in on site register;
- Issued and returned cartridges, nails, unused cartridges and empty shells will be recorded.

OHS4.26 Ergonomic Risks

The Contractor shall ensure that the following ergonomic risks are considered during risk assessments of the project:

- Visual work place – fall from height and tripping over construction material and debris;
- Awkward posture – health complications from unnatural posture due to picking up heavy plant, machinery, construction material and debris.

OHS4.27 Behavioral Risks

The contractor shall ensure that the following behavioral risks are considered during risk assessments of the project:

- Man and machine interaction – loose clothing caught in machinery and plant
- Workers not wearing issued PPE – disciplinary actions should be implemented if workers are not using their issued PPE.
- Using the right tool for the job- Home-made or damaged tools will not be allowed on site.
- Alcohol and other drugs – no use of alcohol or any other drug will be allowed on site.

OHS4.28 Continuous Risk Assessment

The purpose of implementing continuous risk assessment as part of the required risk assessment program is to ensure that operational identified hazards and risks will be treated with due diligence.

The following activities must form the basis of continuous risk assessment:

- Safe work procedures;
- Method statements;
- Internal health and safety inspections.

OHS4.28.1 Safe Work Procedures (SWP)

The Contractor must ensure that SWP's for the project address the following elements:

- The work method to be followed to conduct work safely;
- Mitigate/eliminate or control workplace risks and hazard;
- Responsibilities of competent personnel to implement safety measures;
- Identify PPE, if required;
- Identify correct equipment/tools/machinery to be used;
- Identify training needs;
- Reference of relevant registers to be completed;
- Set time-table to rectify any non-conformances.

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- OHS4.28.2 **Method Statements**
Method statements to rectify health and safety non-conformances shall be required from the Contractor during the project period.
- Method statements shall be copied to the Client's Health and Safety Agent for evaluation and audit purposes.
- OHS4.28.3 **Internal Health and Safety Inspections**
The Contractor shall conduct internal health and safety inspections on a regular basis. These inspections shall be recorded and be available on the health and safety file.
- OHS4.29 Working in Elevated Positions, Fall Protection, Roof Works and Scaffolding**
- OHS4.29.1 **Working at Heights**
No employer shall require or permit any person to work in an elevated position, and no person shall work in an elevated position, unless such work is performed safely from a ladders or scaffolding, or from a position where such a person has been made safe as if he/she is working from scaffolding.
- OHS4.29.2 **Fall Protection**
The Principal Contractor or his/her appointed Sub-contractor, in which case it may be, must:
- Designate a competent person to be responsible for the preparation of a site specific fall protection plan;
 - Ensure that the above mentioned Fall Protection Plan is implemented and amended when and where necessary and maintained as required;
 - Ensure the person charge with duties under Construction regulation 8(1) is in possession of the latest revised Fall Protection Plan.
- The Fall Protection Plan mention above must include, not limited to:
- A risk assessment of all work carried out from a fall risk position and the procedure and methods used to address all risks identified;
 - The procedure for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
 - A program for the training of employees working from a fall risk positions and records thereof;
 - The procedure addressing the inspection, testing and maintenance of fall protection equipment;
 - A rescue plan detailing the necessary procedures, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the recue procedure is implemented immediately following an incident.
- In addition to above mentioned the Principal Contractor or his/her appointed Sub-contractor, in which case it may be, must:
- Ensure all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
 - Fall prevention and fall arrest equipment used is approved as suitable and sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear;
 - Fall prevention and fall arrest equipment are attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
 - Fall arrest equipment is used only where it is not reasonable practical to use fall prevention equipment.
- OHS4.29.3 **Rood Works**
Where roof works is being performed on a construction site, the Principal Contractor or his/her appointed Sub-contractor, in which case it may be, must ensure:
- Roof works has been properly planned;
 - The roof erectors are competent to carry out work;
 - No employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of an employee;
 - All covers to openings and fragile materials are of sufficient strength to withstand any imposed load;
 - Suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weights of any person passing across or working on or from a fragile material is supported; and
 - Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as reasonable practical, the fall of any person, material or equipment.

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OHS4.29.4 Scaffolding

The Principal Contractor or his/her appointed Sub-contractor, in which case it may be, must:

- Appoint a competent person in writing who must ensure all scaffolding work operations are carried out under his/her supervision, and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

The Principal Contractor or his/her appointed Sub-contractor, in which case it may be, using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated in the Occupational Health and Safety Act, 85/93, Section 44, i.e. SANS 10085-1:2004 Standards (The Design, erection, use and inspection of access scaffolding).

SECTION 5: SITE SPECIFIC RISK ASSESSMENT**OHS5.1 Contractors Risk Assessment Requirements****OHS5.1.1 Methodology**

Prior to drafting the health and safety plan, and in consideration of the information contained here-in, the contractor shall set up a risk assessment program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This risk assessment and the steps identified will be the basis or point of departure for the health and safety plan.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily/hourly basis. Therefore, due caution is to be taken by the principal contractor when dealing with the identification of hazards and risks.

The risk assessment to be conducted for this project shall be defined as workplace risk assessment. Workplace risk assessment is a set of ongoing management and engineering activities of the project, aimed at ensuring that the health, safety and environmental hazards/risks of the project are identified, understood and minimized to a reasonable, achievable and tolerable level.

The following guide can be helpful to conduct and manage risk assessments:

Step 1:

Identifying the current, as well as emerging hazard, risks and/or exposures.

Step 2:

Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential to repeat itself on a frequent basis.

Step 3:

Involve as many people as possible in the ongoing risk assessment process especially those at risk.

Step 4:

Gather all the information and analyze it.

Step 5:

Look at what actually could or has occurred including non-routine operations.

Step 6:

Use a systematic approach to ensure all hazards are adequately addressed.

Step 7:

Assess the risks identified or the risk that occurred by taking into account the effectiveness of current as well as controls under consideration.

Step 8:

Ensure the process is practical, realistic, cost and business effective.

Step 9:

Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

OHS5.1.2 Contents of the Risk Assessment Program

All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of Construction Regulation 9 and should cover at least the following:

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- Movement of construction vehicles;
- Earth works;
- All work near overhead power lines and underground cables;
- Locating underground cables/existing services;
- Hand excavation of trenches;
- Mechanical excavation of trenches;
- All work carried out inside trenches, including compacting, pipe laying, backfilling etc.;
- Working at heights;
- Temporary works (formwork and support work);
- Lifting operations using various cranes (mobile, free standing, etc.);
- Electrical installations;
- Housekeeping;
- Fire precaution ;
- Temporary stockpiling and removal of excavated material;
- Transporting material;
- Storage and stacking of construction material;
- Waste management of construction debris and litter;
- Demolition work ;
- Working with hand tools;
- Working with portable electrical tools;
- All health hazards that can be present during any of the above activities and should include individual dusts, Gases, fumes, vapors, noise, extreme temperatures, illumination, vibration and ergonomic hazards due to Any of the above activities.

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that critical tasks and subsequent critical hazards are not missed.

The risk assessment to be included in the health and safety plan must clearly indicate:

- The methodology used to conduct the risk assessments;
- Breakdown of processes and activities covered;
- Risk grading anticipated i.e. high, medium or low;
- Safe work procedures and the communication thereof.

All risk assessments are to be conducted by a competent person as appointed. The plan must include a declaration in this regard or the risk assessment must contain the signature(s) of this appointed persons.

Risk assessments are to be communicated to the client's OHS agent prior to commencement of work.

The OHS agent reserves the right to stop any work if such work is not conducted in terms of the recommendations of the risk assessment.

Risk assessments are to cover safety as well as health hazards.

OHS5.2 Client's Baseline Risk Assessment

This Client's Health and Safety Agent has compiled a site specific baseline risk assessment in accordance to the Construction Regulations 5(1)(a). It is in no means exhaustive and can be revised as the project progress.

The Risk Assessments and Requirements listed must be used by the Principal Contractor to compile site specific Risk Assessments and to identify Hazards that will be prevalent on the Construction Site.

See section 7, Client Baseline Risk Assessment.

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Section 6

COVID-19: Health, Safety and Hygiene Specifications and Safe Work Procedure

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OHS6.1. Purpose	Note:
These Health, Safety and Hygiene Specifications and Safe Working Procedure has been developed, in conjunction with the Department of Employment and Labour's Guidelines, to ensure a safe and hygienic working environment for all employees, site supervisor and visitors on this project. The specifications and safe working procedure commits the employer, employees, client and all stake holders to assist the Authorities to contain the spread of the COVID-19 virus. Various safety measures and engineering controls must be implemented at the work place to ensure a safe and hygienic working environment. These measures and controls are listed below: • Engineering Controls • Administrative Controls • Safe Work Practice • Personal Protective Equipment • Public Safety • Cost Implication • Non-compliance • Close Out, Contingences and Revision • Approval for Implementation.	
OHS6.2. Engineering Controls	
OHS6.2.1 Isolation	Note:
a) Tasks and activities to be allocated by the Construction Manager/Construction Supervisors considering isolation. Employees to be, as far as reasonably possible, isolated from other employees when performing his/her duties. Where this is not possible various other safety measures must be implemented as listed below.	
b) Any person who show signs of having contracted the virus must be immediately isolated to a designated area and the relevant authorities must be contacted. If the employee refuses to co-operate then he/she must be removed from the site immediately, requesting a diagnoses from a registered doctor or medical practitioner of his/her current medical condition before returning to the construction site.	
OHS6.2.2 Ventilation	Note:
a) Where proper ventilation cannot be provided to employees at their respective working station then a ventilation system must be installed, extracting potentially contaminated air and reintroducing fresh air constantly.	
b) Where it is not possible to install such a ventilation system then the number of employees must be limited to one person in that particular area at any given time, introducing a sanitation process after completion of each shift.	
OHS6.2.3 Physical Barriers	Note:
a) When two or more activities take place in a confined area (building construction, valve chambers, reservoirs, any area as specified in General Safety Regulations 5 of the OHS Act 85/93), physical barriers must be installed to prevent cross-contamination, provided that the area is well ventilated.	
b) Physical barriers may include: • Welding screens, • Face shields, • Plywood or shutter board.	
c) Physical barriers must be sanitised at the completion of each shift or when re-used.	
OHS6.2.4 Sanitation Procedure	Note:
a) The following procedure must be followed when sanitising working areas, tools, equipment, vehicles, mobile plant, barriers, PPE, etc.: • Alcohol based sanitizers and/or diluted disinfected spray (diluted as recommended by the manufacturer) may be used or a combination of the two; • All areas must be wiped down with disposable cloths/paper towels, etc. Only applying a sanitising material will be insufficient; • Sealable containers must be available for the disposal of used sanitised materials such as cloths/paper towels, PPE, etc.; • Proper PPE must be worn during the sanitising procedure; • Areas where direct contact is made by the employee must be particularly sanitised, such as the handles, holding points, caps, starting pulleys, frames, etc. • Bucket system for washing hand must be avoided, running water from a tap or container must be used.	

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b) Personal sanitising procedure include: - Washing hand with a disinfected solution or a alcohol based hand sanitizer for at least 20 seconds; - Drying hand with disposable paper towels; - Disposing of paper towels in sealable containers; - Discouraging the touch of ones face, nose, eyes, etc.; - Discouraging the touch of the person's environment unnecessarily.	
c) The sanitation procedure must be implemented after each shift or when the tool, equipment, shield, vehicle or mobile plant changes hands. Where this is not possible, in the case where the activity is still on-going, then each person involved must follow the personal sanitation procedure (as listed above) after the activity.	
OHS6.2.5 Selection of Staff and Transport Arrangements	
a) All employees at the work place must be in possession of a valid medical fitness certificate pertaining to the employee's job description and potential risks and hazards that he/she may be exposed too.	
b) The Principal Contractor must select staff, employees, operators, etc. in accordance to the National Command Council's recommendations: - Persons under the age of 60; - Persons with underlining health issues such as diabetes, chronic heart problems, chronic respiratory problems, weakened immune system, etc. must be avoided.	
c) The selection must be done after consultation with employees, City Councillors and Community Liaisons Officers.	
d) Unfair discrimination must be avoided and where such a problem arises through the selection process the local Department of Labour must be consulted.	
e) Transport Arrangements must be made for employees who do not live in the vicinity of the project and/or working area.	
f) Transport vehicles must be driven by a person who is possession of a valid driver's license and public driving permit.	
g) Transport vehicles must have a seat available for each employee. The use of light delivery vehicles with a canopy will not be allowed.	
h) Other Engineering Control strategy must be implemented when transporting employees, keeping one seat open in between persons (isolations), providing good ventilation (ventilation), providing staff with necessary PPE (physical barrier) and cleaning the vehicle as mentioned below (sanitation procedure).	
i) Transport vehicles must be sanitised according to the sanitation procedure before and after employees have made use of it, especially where contact is frequently made such as handles, rails, etc.	
OHS6.3. Administrative Controls	
OHS6.3.1 Health and Safety Plan and Policy	Note:
a) The Principal Contractor must revise the approved Health and Safety Plan to reflect the management of the COVID-19 virus as specified.	
b) The Health and Safety Plan must be endorsed (signed) by the CEO or Delegations of Duties (Section 16(2) of the OHS Act 85/93) before being submitted for approval.	
c) The Principal Contractor may revise the company's Health and Safety Policy Statement.	
d) A Policy Statement on sanitation and hygiene must be compiled and displayed at the Site Office.	
OHS6.3.2 Training	Note:
a) Induction Training, specific on COVID-19, must be held for all persons who enter the working area for the first time, register to be kept (Annexure A).	Annexure A
b) Employees must be provided with up-to-date education and training on COVID-19 risk factors and protective behaviours, e.g. cough etiquette and care of PPE (Annexure B).	Annexure B
c) Employees and visitors must be trained in the use, maintenance and limitation of provided PPE (Annexure C).	Annexure C
d) Risk assessment must be conducted at the workplace and communicated to all employees as work continues, Annexure (D) as the Baseline Risk Assessment form the Client.	Annexure D
OHS6.3.3 Registers	Note:
a) The CHS Officer and/or SHE Representative/s must complete a register of all working areas weekly, Annexure (E).	Annexure E
b) Access control must be implemented; a register must be kept of each person entering the construction area, Annexure F, detailing at least the person's name, surname, contact details and home address and alternatives.	Annexure F
c) PPE must be regularly inspected, maintained, and replaced, as necessary – issue register will be kept, Annexure (G).	Annexure G

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d) All incidents relating to a near miss where the transmission of the virus could have occurred or where a person has been removed or referred to a medical practitioner in suspect of being infected or possibly could have been infected must be kept on a separate register, Annexure H .	Annexure H
OHS6.3.4 Hazard Identification and Risk Assessment	Note:
a) A Baseline Risk assessment has been conducted by the Client's Representative, Annexure (D), and must be communicated to all employees.	
b) The Principal Contractor's appointed Risk Assessor must conduct his/her own site specific Hazard Identification and Risk Assessment, detailing at least hazards and risk identified for each task, mitigation measures to be implemented and a risk rating before and after mitigation measures have been implemented	
c) The following immediate risk has been identified, as detailed in Annexure (D) - Contamination Risk of employees, key personnel, delivery personnel, site visitors, etc.; - Risk of infecting of people above the age of 60 or personnel with comorbidities (chronic diseases such as heart disease, diabetes, weakened immune system, etc.; - Transport Risk; - Risk of contaminating tools, equipment, working areas, indirect environments, etc.; - Risk of unauthorised access to working areas; - Risk of potential emergency situations; - Public safety risk; - Time loss risk.	
OHS6.3.5 Daily Planning and Site Diaries	Note:
a) Daily activities must be meticulous planned and discussed with employees, Daily Safe Task Instruction register to be kept, Annexure (I) as an example.	Annexure I
b) The Principal Contractor's Daily Site Diary must also reflect any challenges encountered regarding the management of the COVID-19 virus hazards and risks.	
OHS6.4. Safe Work Practice	
OHS6.4.1 Access Control and Screening	Note:
a) Employees: The Principal Contractor must compile a list of employees who will be at the work place daily; detailing the person's name, surname, contact details, home address, alternative address and a copy of his/her ID.	
b) Visitors: Access control must be implemented, register to be kept of each person entering the construction area, Annexure (F), detailing at least the person's name, surname, contact details and home address and alternatives	
c) A "no contact thermometer" must be used to test each and every person entering the construction site, preventing any person from entering who tests higher than 37 degrees Celsius.	
d) No person may be permitted or allowed to stay at the work place who shows any signs or symptoms of flu/COVID-19: - Mild to severe respiratory illness; - Fever; - Cough; - Difficulty breathing.	
OHS6.4.2 Tools and Equipment	Note:
a) All tools and equipment must be sanitised before and after changing hands.	
b) All tools and equipment must be sanitised after each shift and stored in a controlled environment.	
OHS6.4.3 Work Stations and Areas	Note:
a) Working stations and areas must be sanitised before and after each shift, particular where a person touches or constantly interacts with his/her working environment.	
b) Engineering Controls as listed above must be implemented at all working stations and areas.	
OHS6.4.4 Emergency Procedures and Equipment	Note:
a) The local City Councillor and/or Community Liaisons Officer must be informed of the activity that will take place detailing when (working hours), where and how many people will be at the working area/site.	
b) Available Emergency Evacuation Plan must be updated/revised and communicated to employees, proof to be available in the Health and Safety File.	
c) Evacuation vehicles/s must be available at all times – external (local hospital/medical facility or emergency service's contact details to be available) and internal (construction manager, site supervisor/s, SHE Rep, etc.).	
d) Communication devices must be available and working at all times (cell phones with airtime and/or minutes available).	

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e) Emergency equipment, first aid boxes with emergency contact details and fire extinguishers must be available at working areas.	
OHS6.4.5 Storage Facilities and Control	Note:
a) Storage of tools, equipment and/or materials must be done in a controlled environment, restricting unauthorised persons from entering such areas.	
b) Issuing of tools, equipment and/or materials must be done by a designated person and kept on a register.	
c) Deliveries of materials, tools, equipment or mobile plant must be done at a designated area, limiting the amount of personnel to offload, stack and/or store.	
d) Storage facilities must as a minimum be equipped with a 9kg STP fire extinguisher, serviced and readily available. The location identified with indicating signs.	
OHS6.4.6 Working in Confined Spaces or Close Quarters	Note:
a) Legislative requirements, as detailed in General Safety Regulations 5 of the OHS Act 85/93, must be implemented when working in confined spaces.	
b) When working in close quarters as defined above (2.3) then various safety measures listed under Engineer Controls above must be implemented, namely isolation, ventilation and physical barriers.	
OHS6.4.7 Working at Elevated Positions, Scaffold and Temporary Works	Note:
a) No person may be allowed or permitted to work in elevated positions unless such work is performed safely from a ladder or scaffolding.	
b) Scaffold must be erected according to the SANS 10085-1:2004 standard, <i>the design, erection, use and inspection of access scaffolding</i> . Including the appointment of competent scaffold erectors and inspectors.	
c) Scaffold erectors must be responsible for sanitising scaffold, in particular hand rails, access ladders/steps, and any area where employees constantly interact with scaffold.	
d) Temporary works material, formwork and support work, must be done under the supervisor of a competent person who has been appointed in writing. This Supervisor will be responsible to ensure sanitising procedures has been implemented during the erection of Temporary Works, as detailed above.	
OHS6.4.8 Excavation Work	Note:
a) Excavation work must be done under the supervision of a competent person who has been appointed in writing. This Supervisor will be responsible to ensure the sanitation procedure has been implemented.	
b) Safe access to and from the excavation must be provided, where necessary. This ladder or steps must be sanitised before and after each shift. Ensuring the personal sanitation procedure is followed when exiting the excavation.	
c) When employees are required to work in close quarters/proximity of each other then various safety measures listed under Engineer Controls above must be implemented, namely isolation, ventilation and physical barriers.	
OHS6.4.9 Construction Vehicles and Mobile Plant	Note:
a) Only operators who have been appointed in writing for a particular vehicle or mobile plant and who are in possession of a valid competency certificate may be allowed to operate construction vehicles and mobile plant.	
b) Appointed operators will be responsible for sanitising his/her vehicle or mobile plant before and after each shift.	
c) No operator may be allowed or permitted to transport any employee in the same cab as himself without taking the necessary safety precautionary measures, namely having the necessary permission from the appointed manager/supervisors, every person in the cab must be equipped with the necessary respiratory equipment, alcohol based hand sanitizer must be available and used when entering the cab, necessary ventilation is available, and no more than 2 persons in a single cab. This arrangement excludes TLB's, Excavators, Rollers, Graders and/or any vehicle that does not have the appropriate seating arrangements and seatbelts.	
d) No person may be allowed or permitted to eat his/her lunch inside any vehicle or mobile plant, provided that that person is the only person who has entered that particular vehicles after the sanitation procedure has been done, then he/she may eat his/her lunch inside the vehicle or mobile plant.	
OHS6.4.10 Housekeeping	Note:
a) Designated waste areas must be established.	
b) Containers for the disposal of used PPE must be available and be able to seal properly.	
c) Waste must be disposed of at a registered municipal dumping site.	
d) Waste must be secured during transport.	
e) Proper PPE must be used and the personnel sanitation procedure must be followed when loading and offloading waste.	
OHS6.4.11 Hygiene	Note:

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a) Adequate and sufficient drinking water must be made available.	
b) Soap and clean water for individual hand washing must be made available, bucket system will not be allowed.	
c) Alcohol based hand sanitizer or diluted disinfection spray (diluted as recommended by the manufacturer) must be available at all time.	
d) Paper towels must be made available.	
e) Woking and personal hygiene training must be conducted, Annexure (B.2).	
OHS6.4.12 Facilities and General Wellbeing	Note:
a) Toilets must be provided close to working areas.	
b) Toilets must be kept hygienic clean.	
c) Toilets must be serviced at least once a week or when necessary.	
d) Sheltered eating areas must be provided to employees.	
e) Sealable waste containers must be kept on site or close to working areas for the disposal of used PPE.	
f) Distancing must be practiced and encourage at all time, limiting unnecessary employees/persons at the work place/area.	
OHS6.5. Personal Protective Equipment	Note:
a) Respiratory PPE must be provided to all persons at the working area daily – N95 dust mask, surgical face mask or a cloth mask as a minimum.	
b) Gloves may only be used by the person whom it was been issued to, following the sanitation procedure when removing his/her gloves.	
c) PPE must be regularly inspected, maintained, and replaced, as necessary – issue register to be kept, Annexure (G).	
d) PPE must be properly removed, cleaned, and stored or disposed of, as applicable, to avoid contamination of self, others, or the environment.	
e) Disposable paper towels for drying hands, wiping of sweat and other irritating materials such as dust must be made available, touching ones face to be discourage.	
OHS6.6. Public Safety	Note:
a) Visitors: Access control must be implemented, register to be kept of each person entering the construction area, Annexure (F), detailing at least the person's name, surname, contact details and home address and alternatives.	
b) Purposeless people must not be allowed to enter the construction site. People who may be allowed at the work place: • Employees, • Site Supervisors and Managers, • Operators, • Delivery personnel, • Client, client's representative or similar, • Emergency personnel, and/or • Service providers who has a direct correlation with the project, such as suppliers, trainers, consultants, etc.	
c) Local communities must be informed with the assistance from the local City Councillor and Community Liaisons Officer/s of work that may take place directly in front of their residential houses.	
d) Where construction activities impeded on access to and from local residential houses then alternative access must be made available and maintained for the duration.	
e) Roads must be maintained in drivable condition after construction activities.	
f) Where the use of vibrating machinery, such as an excavator with a pecker and/or a compressor and jack hammers, may affect the structural integrity of existing structures a "happy letter system" must be implemented, detailing existing structural defects with photographic evidence before such an activity may take place. Concluding with a survey of the structure after the construction activity and the acceptance of such findings by the tenant or owner of such a structure.	
g) Access roads to and from residential areas must be kept open to allow emergency vehicles to enter and exit such areas at all time, making alternative arrangements when this is not possible.	
h) No person from the construction work may be allowed or permitted to enter a residential property except to locate existing services, make arrangements in regards to the construction activity or any reason deemed necessary by the Construction Manager/Supervisor for the construction activity at hand. Seeking authority or permission from the tenant and/or owner of such property.	
OHS6.7. Cost Implication	Note:
a) The Principal Contractor must determine the cost implication taking into account: • The precautionary measures that must be implemented as mentioned in the COVID-19 Specifications and Safe Working Procedure,	

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- The Principal Contract's revised Health and Safety Plan and Risk Assessments; - Time and resources available, and - Other unforeseen risks – to be specified in the revised Health and Safety Plan.				
b) The cost implication mentioned above must be submitted to the Principal Agent/Client's Representative/Client for approval.				
c) All additional cost implications must be reasonable, proved, attached to the motivation and submitted to the Principle Agent for approval before any implementation.				
OHS6.8. Non-compliance		Note:		
a) The Client's Health and Safety Agent, Construction Safety Services, acting on behalf of the Client in respect of Health and Safety Compliance will reserve the right to stop any activity which is not in accordance to the Health and Safety Specifications, the Principal Contractor's Health and Safety Plan or where a person's life is in danger. <i>Reference: Construction Regulation 5 (1)(q), Duties of Client "...a Client must stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractors health and safety plan..."</i>		Construction Regulation 5(1)(q)		
OHS6.9. Close Out, Contingences and Revision		Note:		
a) A close out report must be compiled by the Principal Contractor on completion of the project or when the President of South Africa has lowered the National Risk Level to 0 (zero).				
b) The Close-out Report mentioned above must be submitted upon completion to the Client or Client's Representative, accompanied by supporting documentation.				
c) Where the Client, Client's Representative or other relevant stake holder (National Command Council, National Departments, Ministers, Authorities, etc.) is in the opinion that necessary mitigation measures are insufficient a revision will be made to this document, followed by a request to the Principal Contractor to revise the approved Health and Safety Plan and Risk Assessments to be in line with the Client's Health and Safety Specifications and National requirements as instructed.				
OHS6.10. Approval for Implementation				
Designation/Organisation	Legislative Reference	Initials and Surname	Signature	Date
Client:	Construction Regulation 5(1)(k), OHS Act 85/93			
Client Construction Health and Safety Agent:	Construction Regulation 5(5), OHS Act 85/93			
Principal Agent: Consultant	Construction Regulation 6, OHS Act 85/93			
Designation/Organisation	Legislative Reference	Initials and Surname	Signature	Date
Principal Contractor: Delegation of Duties, CEO	Section 16(1)&(2), OHS Act 85/93			
Principal Contractor: Construction Manager	Construction Regulation 8(1)			
Principal Contractor: CHS. Officer	Construction Regulations 8(5)			
Principal Contractor: SHE Representative	Section 17, OHS Act 85/93			

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Section 6

Annexure A: Induction Training**1. Purpose**

This Induction training will give you the basic information about the COVID-19 virus, symptoms, precautionary measures to be taken and what to do in case you or person you know has been infected with the COVID-19 virus.

2. What is COVID-19

As a group, coronaviruses are common across the world. COVID-19 is a new strain of coronavirus first identified in Wuhan City, China in January 2020. Currently, the incubation period of COVID-19 is assessed to be between 2 and 14 days. This means that if a person remains well 14 days after contact with someone with confirmed coronavirus, they have not been infected.

3. Signs and symptoms of COVID-19

The following symptoms may develop in the 14 days after exposure to someone who has COVID-19 infection:

- Coughing;
- Difficulty in breathing;
- Fever.

Generally, these infections can cause more severe symptoms in people with weakened immune systems, older people, and those with long-term conditions like diabetes, cancer and chronic lung disease.

4. How COVID-19 is spread

From what we know about other coronaviruses, spread of COVID-19 is most likely to happen when there is close contact (2 metres or less) with an infected person. It is likely that the risk increases the longer someone has close contact with an infected person.

Droplets produced when an infected person coughs or sneezes containing the virus are the main means of transmission.

There are two main routes by which people can spread COVID-19:

- Infection can be spread to people who are nearby (within 2 metres) such that droplets could be inhaled into the lungs.
- It is also possible that someone may become infected by touching a surface, object or the hand of an infected person that has been contaminated with respiratory secretions and then touching their own mouth, nose, or eyes (such as touching door knob or shaking hands then touching own face)

5. How long the virus can survive

How long any respiratory virus survives will depend on a number of factors, for example:

- What surface the virus is on;
- Whether it is exposed to sunlight;
- Differences in temperature and humidity;
- Exposure to cleaning products.

Under most circumstances, the amount of infectious virus on any contaminated surfaces is likely to decrease significantly over 72 hours.

We know that similar viruses are transferred to and by people's hands. Therefore, regular hand hygiene and cleaning of frequently touched surfaces will help to reduce the risk of infection.

6. Preventing the spread of infection

- Self-quarantine:
 - When you show the signs listed above it is better to self-quarantine;
 - Avoid contact with other people.
- Hand and face hygiene:
 - Wash your hand frequently;
 - Wash your hands properly, at least for 20 seconds at a time, getting in between finger, washing your thumbs and wrist properly, etc.;
 - Avoid touching your face, eyes and mouth at all times, use the paper towel supplied.
- Coughing and Sneezing:
 - Cough and/or sneeze into a disposable tissue or into your elbow area;
 - Walk away from people when you want to cough or sneeze;
 - Use a disposable tissue to blow your nose after.

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• Keep yourself healthy: ◦ Ensure that your immune system is strong by eating healthy, taking vitamin supplements and getting enough sleep. • Waste management: ◦ Discard used PPE and tissues in bins provided; ◦ Clean and clear working areas frequently. • Tools, equipment and working environment: ◦ Ensure tools and equipment is cleaned and sanitised before and after use; ◦ Store tools and equipment in a controlled environment; ◦ Avoid sharing tools and equipment where possible; ◦ Clean and sanitise your working environment frequently, which includes wiping work stations and benches with sanitizer, etc. • Personal Protective Equipment: ◦ Use the personal protective equipment supplied to you in the correct manner, if you do not know how to use it correctly ask the Construction Manager or SHE Rep; ◦ Discard of PPE properly in the bins provided. • Personal hygiene: ◦ Practice good personal hygiene; ◦ Do not wear the same clothes as the previous day; change your uniform every day; ◦ Wash your food (fruits and veg) before eating or working with food.	
7. What to do when you think you might be infected	
If you think you might have contracted the virus, you can call the NICD helpline (0800 029 999) and you will be advised on possible testing facilities. However, testing is not routinely done, a health practitioner will determine if you will be tested, taking into account: • Have you been in contact with a confirmed COVID-19 person; • Have you travelled to a high risk country; • Have you worked in or been to a healthcare facility treating people with Covid-19; • Do you have a severe case of pneumonia with an unknown cause? However, one should consult your medical practitioner immediately if you display the symptoms listed above.	
8. Identified Hospital to treat infected people	
The following hospitals have also been identified as centres for isolation and treatment of people infected with Coronavirus: • Pelonomi Hospital in the Free State; • Polokwane Hospital in Limpopo; • Rob Ferreira Hospital in Mpumalanga; • Charlotte Maxeke Hospital, Steve Biko Hospital and Tembisa Hospitals in Gauteng; • Greys Hospital in KwaZulu-Natal; • Klerksdorp Hospital in the North West; • Kimberly Hospital in the Northern Cape; • Livingstone Hospital in the Eastern Cape; and • Tygerberg Hospital in the Western Cape.	
9. Additional Comments	

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Section 6

Annexure B(1): Training General**General Information****How is Coronavirus spread?**

Health authorities have not confirmed how coronavirus is transmitted but suspect it is spread person-to-person. There is also evidence that the virus has been spread by animal sources, including individuals with links to seafood or animal markets. They do not believe you can get it from air, water or food.

What is Coronavirus?

Coronavirus are a large family of viruses that cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS-CoV) and Severe Acute Respiratory Syndrome (SARS-CoV) in a new strain that has not been previously identified in humans.

What are the signs and symptoms of coronavirus?

Individuals infected with coronavirus have displayed the following symptoms:

- Mild to severe respiratory illness;
- Fever;
- Cough;
- Difficulty breathing

How can I protect myself?

Recommended steps to take:

- Avoid travelling to other towns, cities or provinces;
- Wash your hands often with soap and water for at least 20 seconds;
- Use an alcohol-based hand sanitizer;
- Avoid touching your eyes, nose and mouth with unwashed hands;
- Avoid close contact with people who are sick;
- Stay home when you are sick;
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash;
- Clean and disinfect frequently touched objects and surfaces.

What should I do if I get sick?

If you think you might have contracted the virus, you can call the NICD helpline (0800 029 999) and you will be advised on possible testing facilities.

You may also want to contact your health care provider, particularly if you are worried about your symptoms.

Your health care provider will determine whether coronavirus testing or treatment is needed.

REMEMBER!! If you are sick, you should stay home and avoid contact with other people as much as possible to keep from spreading your illness to others.

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Section 6

Annexure B(2): Training Prevention**Preventing the spread of infection****Hygiene**

- Hand and face hygiene:
 - Wash your hand frequently;
 - Wash your hands properly, at least for 20 seconds at a time, getting in between finger, washing your thumbs and wrist properly, etc.;
 - Avoid touching your face, eyes and mouth at all times, use the paper towel supplied.
- Coughing and Sneezing:
 - Cough and/or sneeze into a disposable tissue or into your elbow area;
 - Walk away from people when you want to cough or sneeze;
 - Use a disposable tissue to blow your nose after.
- Personal hygiene:
 - Practice good personal hygiene;
 - Do not wear the same clothes as the previous day; change your uniform every day;
 - Wash your food (fruits and veg) before eating or working with food;
 - Ensure that your immune system is strong by eating healthy, taking vitamin supplements and getting enough sleep.

Tools, equipment and working environment

- Tools, equipment and working environment:
 - Ensure tools and equipment is cleaned and sanitised before and after use;
 - Store tools and equipment in a controlled environment;
 - Avoid sharing tools and equipment where possible;
 - Clean and sanitise your working environment frequently, which includes wiping work stations and benches with sanitizer, etc.
- Waste management:
 - Discard used PPE and tissues in bins provided;
 - Clean and clear working areas frequently.

Personal Protective Equipment

- Personal Protective Equipment:
 - Use the personal protective equipment supplied to you in the correct manner, if you do not know how to use it correctly ask the Construction Manager or SHE Rep;
 - Discard of PPE properly in the bins provided.

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Section 6

Annexure C: PPE: Use, Maintenance and Limitations

1. General

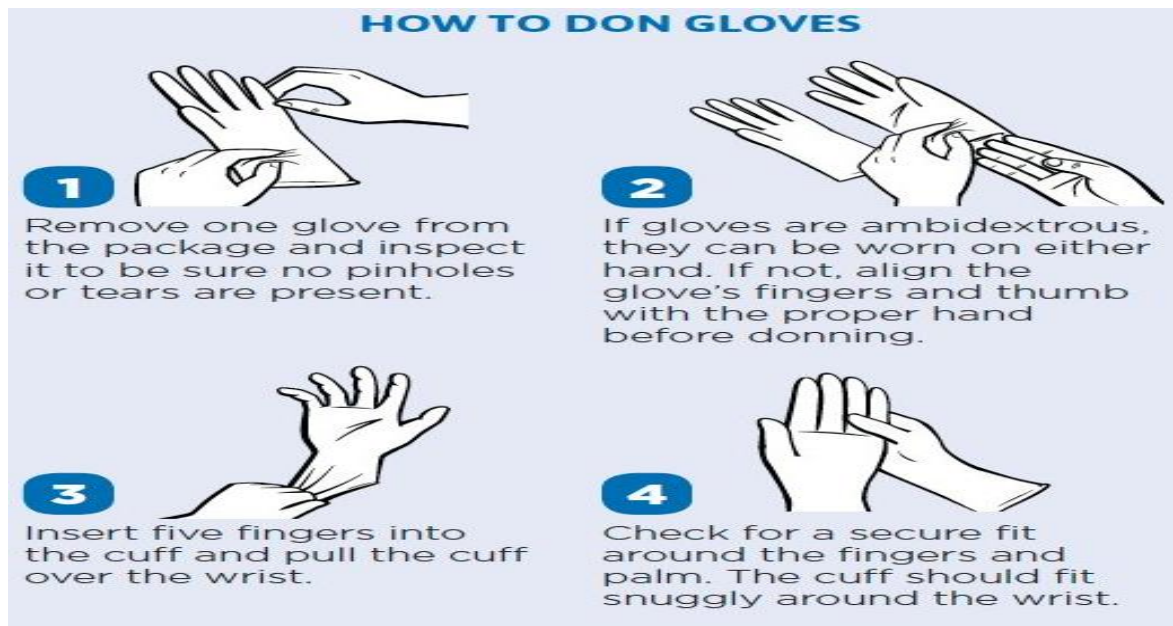
The following PPE will be provided to every person entering the work place:

- Latex surgical gloves;
- N95 dust mask or a surgical face mask.

It is the individual's responsibility to use the provided PPE in the correct manner. If you do not know how to then it is your responsibility to consult either the SHE Rep or the Construction Manager.

2. Use

Latex Gloves will be worn underneath normal gloves such as pigskin or rubber gloves.



*

* as per manufacturer's instructions

N95 or Surgical mask will be worn at all times.

Bidder Initial:.....

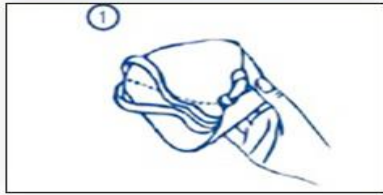
Bidder

.....

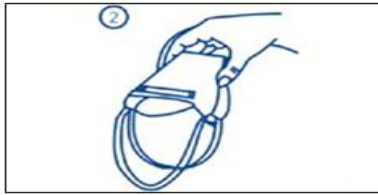
Witness:

DLM initial:

DLM Witness:

Duck Dust Mask Fitting Instructions

Divide up and down of the mask by hand



Make mouth of mask downward and the headband overhanging freely.



Wear the mask of the face and pull the headband by hand.



The bottom band of mask should be on the neck.



Top band of the mask should be on the top of head.



Press the nose clip and adjust mask to face.

**** as per manufacturer's instructions**

3. Maintenance

PPE must be discarded after each shift in the bins provided.

4. Limitations

Gloves:

- May cause skin allergies;
- May denigrate with the use of some chemicals;
- Tears easily;
- May cause further spreading (avoid touching your face, mouth nose and others).

Masks:

- Will not protect you from dangerous or hazardous gasses or vapours;
- May cause irritation if fitted incorrectly;
- May cause breathing difficulty;
- Masks are effective only when used in combination with frequent hand-cleaning with alcohol-based hand rub or soap and water and cannot effectively stop the spreading of the virus.

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial:

DLM Witness:

Section 6

Annexure D: Baseline Risk Assessment, COVID-19

1. Risk Rating Procedure

Severity (S)		Probability/Frequency (P)		Exposure (E)	
(5) Catastrophic	Multiple fatalities Total Damage to tools, equipment, plant and/or surrounding structures	(5) Frequent	Incident can occur daily	(5) Extensive	80% - 100% of work force Total Damage to tools, equipment, plant and/or surrounding structures
(4) Critical	Fatality or number of disabling injuries Major Damage to tools, equipment, plant and/or surrounding structures	(4) Regular	Incident can occur weekly	(4) Widespread	60% - 80% of work force Serious Damage to tools, equipment, plant and/or surrounding structures.
(3) Serious	Permanent disability or loss of a limb Substantial Damage to tools, equipment, plant and/or surrounding structures	(3) Occasional	Incident can occur monthly	(3) Significant	40% - 60% of work force Damage to tools, equipment, plant and/or surrounding structures
(2) Marginal	Hospitalised for less than 14 days with no disability Medium Damage tools, equipment and/or plant	(2) Uncommon	Incident can occur within six months	(2) Restricted	20% - 40% of work force Damage to tools, equipment and/or plant
(1) Negligible	First aid on site is sufficient Minor Damage to tools and/or equipment	(1) Rare	Incident occur very rarely	(1) Negligible	1% - 20% of work force No Damage to tools and/or equipment

2. Calculation

(Severity x Probability) Exposure = Risk Rating

Very Low	VL	1 – 6	Employee
Low	L	8 – 15	SHE Management, Employee
Medium	M	16 – 30	Site Management, SHE Management, Employee
High	H	32 – 60	Employer, Site Management, SHE Management, Employee
Very High	VH	62 – 125	Client, Employer, Site Management, SHE Management, Employee

3. Hazard Identification and Risk Assessment – COVID-19															
Hazard	Risk	Prior/Before Mitigation					Mitigation Measures	Post/After Mitigation					Classification		
		Severity	Prob.	Exposure	Total	Risk Rating Before		Severity	Prob.	Exposure	Total	Risk Rating After	Safety	Health	Environ.
Not insulating employees at working area	Spreading of the disease through an unsuspected infected person	4	5	3	75	VH	Isolate working areas and personnel to his/her respective duties	4	2	2	16	M		X	
Poor ventilation of working areas	Contamination or spreading of the disease	4	5	2	40	H	Provide ventilation that can extract potentially contaminated air and reintroduce fresh air	4	2	2	16	M		X	
Not using physical barriers	Contamination or spreading of the disease	4	4	2	32	H	Install physical barriers when two or more activities are taking place in a working area	4	2	2	16	M		X	
Not following the sanitation procedure	Contamination or spreading of the disease	4	5	5	100	VH	Strictly adhere to the sanitation procedure	4	2	5	50	H		X	
Poor selection of staff	High risk persons being infected	4	5	2	40	H	Ensure procurement of staff is done as recommended by the National Command Council	4	2	1	8	L		X	
Poor transport arrangements	Contamination or spreading of the disease	5	5	5	125	VH	Ensure transport arrangement is made for staff that does not live in the vicinity of working areas	5	3	3	30	M	X	X	
H&S Plan and Policy's not revised	Not implementing necessary mitigation measures causing contamination and spreading of the disease.	5	2	5	50	H	Ensure the H&S Plan and Policy Statement is revised and approved to reflect the management of hygiene at the work place.	5	1	2	10	L	X	X	X
Not keeping necessary registers up to date	Not being able to trace contamination or spread of the disease	5	2	5	50	H	Ensure necessary registers are kept and updated	5	2	2	20	M	X	X	X

Not revising the risk assessments	Risks and hazards not identified causing the unintentional spread and contamination	5	5	3	75	VH	Risk assessments to be revised, implementing mitigation measures as identified	5	2	2	20	M	X	X	X
Unplanned work	Time loss	3	4	2	24	M	Work to be planned a day before	2	2	2	8	VL	X		
	Unnecessary travelling	4	3	2	24	M	DSTI to be performed with employees	4	2	2	16	M		X	
Contaminated tools and equipment	May cause the spread of the COVID-19	5	3	5	75	VH	Tools and equipment to be sanitised before use	5	2	2	20	M	X	X	
							Tools and equipment to be stored in a controlled environment								
Unauthorised access of person/s to the working place	Infected person/s may infected other people the work place	5	5	5	125	VH	Implement access control measures, prohibiting unauthorised person/s	5	1	1	5	VL	X	X	
	Infected person/s may leave unknowing						Record contact details and home addresses, including alternatives								
Hygiene measures not implemented at work stations	Contracting the COVID-19 from others	5	4	1	20	M	Make available water and soap for washing hands	5	2	2	20	M	X	X	
	Spreading the COVID-19 to others	5	4	5	100	VH	Making available alcohol based hand sanitizer								
							Make available disposable paper towels								
							Cleaning and clearing of toilet facilities regularly								
Not using prescribed PPE	Contracting the COVID-19 from others	5	3	5	75	VH	Provide, inspect, maintain and replace prescribed PPE	5	2	3	30	M	X	X	
	Spreading the COVID-19 to others						Implement disciplinary procedures against individuals who is repeated offender								
Not implementing emergency evacuation measures	Damage to tools, equipment, materials, vehicles and mobile plant	5	3	5	75	VH	Develop, implement and maintain emergency evacuation procedures	3	3	3	27	M	X	X	
	Injury to personnel, visitors and/or operators						Informing local Authorities of the construction activities, where, when, what, how many people, etc.								
Emergency situation arises	Damage to tools, equipment, materials, vehicles and mobile plant	3	3	3	27	M	Keep at the work place necessary emergency equipment such as fire extinguishers	2	2	3	12	L	X	X	

	Injury to personnel, visitors and/or operators						Keep at the work place necessary emergency equipment such as a first aid box								
Relevant training not implemented	Person/s may not know how to use prescribed PPE	5	5	5	125	VH	Provide training and instruction of correct use, limitations and maintenance of prescribed PPE	5	3	5	75	VH	X	X	
	Person/s may not know the signs and symptoms of the virus contributing in the spread thereof						Provide training on signs and symptoms of the virus								
Unplanned work	Time loss	3	4	2	24	M	Work to be planned a day before	2	2	2	8	VL	X		
	Unnecessary travelling						DSTI to be performed with employees								
Proper housekeeping/waste management measures not implemented	Contamination of working areas	5	3	5	75	VH	Provide sealable bin and refuge bags	5	1	2	10	VL	X	X	X
	Contamination of nearby residential area						Dispose of waste at a registered dump site								
Working in highly populated residential areas currently on lockdown	Contracting and/or spreading COVID-19	5	5	5	125	VH	Avoid working in residential areas, moving construction activities to isolated areas	5	2	2	20	M	X	X	
Ergonomics	Working in close proximity will cause to contracting and spreading of COVID-19 Infected person may continue to work due to lost remuneration (income)	5	5	5	125	VH	Limit person/s at the work place/area	5	2	2	20	M	X	X	
							Promote and enforce distancing rules (1.5 meters apart)								
							Do not allow or permit a person/s who carry symptoms of flu to remain at the work place								
Metal health issues	Anxiety caused by the lockdown and current situation	3	5	5	75	VH	Consult employees	2	2	5	20	M	X	X	
							Refer to consultation								
							Provide relevant information								
Public Safety measures not implemented	Infecting of nearby residential area	5	3	5	75	VH	Implement social distancing for people from the public	5	1	2	10	VL	X	X	X
	Community unrest	5	5	5	125	VH	Ensure the public is informed of activities	2	2	2	8	L	X		
							Provide safe access to and from houses/property								
							Maintain roads in drivable conditions								
							Prohibit entry of residential houses without authority/permission								

Uncontrolled storage of tools, equipment and materials	Tools, equipment and materials not being sanitised causing contamination and spread of the disease.	4	5	3	60	H	Ensure stick control are implemented regarding the storage of tools, equipment and materials	4	2	2	16	M	X	X	
Unauthorised use of vehicles and/or mobile plant	Unintentional contamination and spread of the disease	4	3	2	24	M	Appoint operators/drivers in writing for his/her specific vehicle or mobile plant	4	2	2	16	M		X	
	Damage to tools, equipment and materials	2	2	1	4	VL	Only authorised person to operate vehicles and mobile plant	2	2	1	4	VL	X		
	Damage to existing structures or vehicle/mobile plant	3	2	1	6	VL	Plane routes of vehicles and mobile plant	2	2	1	4	VL	X		
	Injury to persons at the work place	4	2	2	16	M		2	2	2	8	L	X		
Not making adequate provisions for precautionary measures to be implemented	Not being able to procure necessary equipment, materials and/or sanitation products causing spread and contamination of the disease	5	5	5	125	VH	Cost implication to be determined and approved by the Client, Client's Representative or relevant Authority	3	2	2	12	VL	X	X	X
Work being stopped due to non-compliance	Time lost	2	5	5	50	H	Ensure measures as identified in the Client's Specification are implemented and maintained as necessary	2	2	5	20	M		X	
	Community unrest	5	5	5	125	VH		2	2	2	8	L	X		X

Section 6

Annexure E: Weekly Working Environment Register

1. General

Inspection Done by:

Date and Time:

Signature:

2. Tools and Equipment

Tools and equipment: condition inspected

Tools and equipment: has tools and equipment been sanitized every day, before each shift and after each shift

3. Facilities

Facilities: Toilets clean and hygienic

Facilities: Refuge bins or bags available

4. Hygiene

Hygiene: Fresh drinking water available

Hygiene: Soap and alcohol hand sanitizer available

Hygiene: Wash bay available

5. Personal Protective Equipment

PPE: Dust mask (N95, surgical or cloth) available

PPE: Gloves (surgical and other) available

6. Emergency Evacuation Procedures

Emergency: Transport vehicle available

Emergency: Assembly point erected

Emergency: Communication device available and working

Emergency: First aid box and fire extinguisher available

7. Additional Comments

Weather conditions

Challenges experienced during the week

Incidents and or accidents

Other factors

Bidder Initial:.....

Bidder Witness

DLM initial:

DLM Witness:

Section 6

Annexure F: Access Register

Name		
Surname		
Vehicle Registration		
	Current	Alternative
Contact Details		
Home Address		
Name		
Surname		
Vehicle Registration		
	Current	Alternative
Contact Details		
Home Address		
Name		
Surname		
Vehicle Registration		
	Current	Alternative
Contact Details		
Home Address		
Name		
Surname		
Vehicle Registration		
	Current	Alternative
Contact Details		
Home Address		

Bidder Initial:.....

Bidder Witness

DLM initial:

DLM Witness:

Section 6

Annexure G: PPE Issue Register

[illegible]

Bidder Initial:.....

Bidder Witness

DLM initial:

DLM Witness:

Section 6

Annexure H: Incident Register

Item						Classification		
Date and Time	Initials and Surname	Contact Details and Alternative	Home Address and Alternative	Signature	Description of Incident	Personal	Hygiene	Environment

Section 6

Annexure J: Pre- and Post- Inspection of Structural Defects**1. General**

Address		Date:	
Tenant/Owner Name, Surname and Contact			

2. Pre-existing defects (before construction)

Item	Locations	Comments
Windows		
Walls		
Roof		
Ceilings		
Outbuildings		
Fence and gate		
Other		

Pre- Acceptance/Confirmation of Findings

Owner/Tenant Name and Surname		Signature		Date	
Inspected by:		Signature		Date	
CLO:		Signature		Date	

3. Post-inspection (after construction)

Additional Comments and/or Complaints:

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

Post- Acceptance/Confirmation of Findings

Owner/Tenant Name and Surname		Signature		Date	
Inspected by:		Signature		Date	
CLO:		Signature		Date	

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

Section 6

Annexure K: Daily Screening Register

Date	Initials and Surname	Organization/Company	Temperature Checked	Symptoms of Flu Yes/No	Signature
Symptoms associated with COVID-19:				Positive Symptoms	
- Fever - Cough - Sore throat - Red eyes - Shortness of breath		- Body aches and pains - Loss of smell/taste - Vomiting - Diarrhoea - Fatigue/tiredness and weakness.		NB – If the person assessed experience any of the mentioned flu symptoms he/she must be referred to the full screening process to determine the what procedure to follow.	

Bidder Initial:.....

Bidder Witness:

DLM initial:

DLM Witness:

C3.3.45

SECTION 7: BASELINE ASSESSMENT

The Baseline Assessment will be provided to the successful Bidder

SECTION 8: MEASUREMENT AND PAYMENT

Provision was made in Schedule 1: Preliminary and General of the Bill of Quantities to allow Bidders to provide financially for the requirements of the above mentioned Act as clarified in the Occupational Health and Safety Specification.

The following items serves as a breakdown of the expected cost items and should be included under specific items billed in Schedule 1 of of the Bill of Quantities.

BILLED COST ITEMS

NO	ITEM	Unit
8.1.	Requirements regarding the Health and Safety as Clause OHS3.1	Sum
8.2.	Requirements regarding Health and Safety Training as Clause OHS3.6	Sum
8.3.	Requirements regarding Health and Safety Site Administration as Clause OHS3.7.1	Sum
8.4.	Requirements regarding Health and Safety Management Programme as Clause OHS3.7.2	Sum
8.5.	Requirements regarding Personal Protective Equipment (PPE) as Clause OHS3.7.3	Sum
8.6.	Requirements regarding Health and Safety Signage as Clause OHS3.7.5	Sum
8.7.	Requirements regarding Health and Safety Notice Board as Clause OHS3.7.6	Sum
8.8.	Requirements regarding First Aid Station as Clause OHS3.7.8	Sum
8.9.	Requirements regarding Logbooks and Registers as Clause OHS3.8.2	Sum
8.10.	Requirements regarding the Health and Safety File as Clause OHS3.9	Sum
8.11.	Requirements regarding Project Risk Assessment as Section OHS4	Sum
8.12.	Requirement regarding employee medical fitness as Section OHS2.3.9	Sum

Bidder Initial:.....

Bidder

Witness:

DLM initial:

DLM Witness:

DIHLABENG LOCAL MUNICIPALITY

UPGRADING OF SAULSPOORT WATER TREATMENT WORKS

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C4

SITE INFORMATION

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

C4 SITE INFORMATION

C4.1 ACCOMMODATION, WATER AND ELECTRICITY

The tenderer is to refer to Part C3.1 of this document for pertinent information regarding the requirements for accommodation, water and electricity.

Bidder Initial:.....	Bidder	Witness:	DLM initial:	DLM Witness:
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DIHLABENG LOCAL MUNICIPALITY

**APPOINTMENT OF A SERVICE PROVIDER FOR UPGRADING OF
SAULSPOORT WATER TREATMENT WORKS**

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

PART C5

DRAWINGS

DIHLABENG LOCAL MUNICIPALITY

UPGRADING OF SAULSPOORT WATER TREATMENT WORKS

**SECTION B: REPLACEMENT OF ASBESTOS CEMENT PIPE AT WATER
TREATMENT WORKS**

C5. DRAWINGS

C5.1 GENERAL INFORMATION PERTAINING TO THE DRAWINGS

The design drawings that are to be found bound into the project document, are based on preliminary information and are to be used for tender purposes only.

C5.2 DRAWING REGISTER

The following drawings are attached:

Drawing number	Drawing description
RN169/400A/WTW	New Water Treatment Works Valve Box
RN169/500/11	New 500mm dia Water Treatment Works Raw Water Supply Line



3. NAME OF THE TOOL	1. DRAWING OR PHOTOGRAPH	2. MATERIALS	4. USE	5. PRICE
GRINDER		Not specified	For grinding metal and stone	175
DRILL		Not specified	For drilling holes in metal and wood	175
DRILL		Not specified	For drilling holes in metal and wood	175
DRILL		Not specified	For drilling holes in metal and wood	175
DRILL		Not specified	For drilling holes in metal and wood	175

ITEM	QTY	DESCRIPTION	DOMESTIC SUPPLY	CLASS 'B' FLAME TAIL
2.2.1	2	Station of ball valve under		STATIONARY
2.2.2	4	Station of ball valve under station of ball valve under station of ball valve under		STATIONARY



NO. 570-004 2001-001

