



**KHÂI-MA MUNICIPALITY**

# **Tender Document**

**BID NO: KH31/24/25**

## **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

**TENDER SUBMITTED BY:**

Name of Company : .....

CSD MAAA Number : .....

Tender Price : ..... Incl. VAT

Issued by:

**KHÂI-MA local MUNICIPALITY  
MUNICIPAL OFFICES  
21 NUWE STREET,  
POFADDER,  
8890**

Tel: +27 54 933 1000  
e-mail: [hendry@khaima.gov.za](mailto:hendry@khaima.gov.za)

**Attention: Mr. Hendry Christians**

Compiled by:

**Mind Shape Developments (Pty) Ltd  
71 General Hertzog,  
Dan Pienaar,  
Bloemfontein,  
9301**

Tel: +27(0) 82 474 8984  
e-mail: [riaan.odendaal@outlook.com](mailto:riaan.odendaal@outlook.com)

**Attention: Mr Riaan Odendaal**

**CLOSING DATE: THURSDAY, 10 JULY 2025 AT 09H00**

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**GENERAL TENDER INFORMATION**

|                                          |          |                                                                                         |
|------------------------------------------|----------|-----------------------------------------------------------------------------------------|
| <b>TENDER ADVERTISED</b>                 | <b>:</b> | <b>WEDNESDAY, 18 JUNE 2025</b>                                                          |
| <b>ESTIMATED CIDB CONTRACTOR GRADING</b> | <b>:</b> | <b>4 CE PE OR 5 CE GRADING OR HIGHER.</b>                                               |
| <b>CLARIFICATION MEETING</b>             | <b>:</b> | <b>COMPULSORY VIRTUAL MEETING<br/>VIA MS TEAMS ON<br/>TUESDAY, 01 JULY 2025 @ 09H00</b> |
| <b>VENUE FOR CLARIFICATION</b>           | <b>:</b> | <b>ONLINE<br/>Meeting ID: 933 689 431 083 8<br/>Passcode: f64ib6</b>                    |

(Request meeting invite from Mr. R Odendaal via email [riaan.odendaal@outlook.com](mailto:riaan.odendaal@outlook.com))

|                             |          |                                                                                |
|-----------------------------|----------|--------------------------------------------------------------------------------|
| <b>CLOSING DATE</b>         | <b>:</b> | <b>THURSDAY, 10 JULY 2025</b>                                                  |
| <b>CLOSING TIME</b>         | <b>:</b> | <b>09H00</b>                                                                   |
| <b>CLOSING VENUE</b>        | <b>:</b> | <b>KHÂI-MA LOCAL MUNICIPALITY,<br/>21 Nuwe Street,<br/>POFADDER,<br/>8890.</b> |
| <b>TIME FOR COMPLETION:</b> |          | <b>6 MONTHS</b>                                                                |

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**TENDER SUMMARY**

Tender Amount: R.....

**Name of Tenderer:**

.....

**Address:**

.....

.....

.....

\_\_\_\_\_  
Signature of Tenderer

\_\_\_\_\_  
Date

\_\_\_\_\_  
KHÂI-MA MUNICIPALITY

\_\_\_\_\_  
Date

## KHÂI-MA MUNICIPALITY

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

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## **Part T1: Tendering procedures**

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## TENDER NOTICE AND INVITATION TO TENDER



**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

The contract entails the following:

- Location of existing infrastructure – asbestos water pipes.
- Replacement of existing internal asbestos water pipes with HDPE pipes and PVC-M pipes.
- Replacement of house connection.
- Provision of Valves and Fire Hydrants.
- EPWP labour intensive construction (where possible) and training.

It is estimated that tenderers should have a CIDB contractor grading designation of **5 CE** or higher. EPWP labour-intensive construction (where possible) and training.

The tender document will be made available free of charge and can be obtained from the **EMPLOYER'S AGENT by emailing a request for documentation:**

Name: Mind Shape Developments  
Attention: Riaan Odendaal  
Tel: +27 82 474 8984  
E-mail: [riaan.odendaal@outlook.com](mailto:riaan.odendaal@outlook.com)

Queries relating to the issue of these documents may be addressed to Mr. R Odendaal, Tel No. +27 82 474 8984, e-mail: [riaan.odendaal@outlook.com](mailto:riaan.odendaal@outlook.com) - **only queries received via email will be responded to.**

**COMPULSORY CLARIFICATION MEETING:** Compulsory **Virtual Meeting** Via MS Teams @ 09h00 On Tuesday, **01 July 2025**

(Request meeting invite from Mr. R Odendaal via email [riaan.odendaal@outlook.com](mailto:riaan.odendaal@outlook.com))

**CLOSING DATE:** @ 09h00 on Thursday, 10 July 2025

**TENDER BOX:** Municipal Offices 21 Nuwe Street, Pofadder, Northern Cape, 8890

**TIME FOR COMPLETION:** 6 Months

Sealed tenders and drawings appropriately marked with the contract number and name of the project will be opened in public. Facsimile, e-mail, and late tenders will not be accepted. Bids

will be evaluated in accordance with the applicable Preferential Point Scoring System as set out in the Supply Chain Management Policy of the Council of Khâi-Ma Local Municipality.

The following forms, MBD 4, MBD 5, MBD 6.1, MBD 8, MBD 9, SCM 1, and SCM 2 must be completed and submitted with the bid. The Municipality reserves the right not to award the tender to the only or the lowest Tenderer.

Tenders may only be submitted on the tender documentation that has been issued.

Requirements for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data.

No tender offer will be considered that are not compliant with the following conditions:

- a) The tenderers must comply with the CIDB-Grading Conditions.
- b) Persons convicted of fraud or corruption during the past five years.
- c) Who wilfully neglected, reneged on, or failed to comply with a government contract during the past five years.
- d) Tenderer who cannot submit a Tax Clearance Certificate.
- e) Proof of central supplier's database (CSD) registration.
- f) Tenderer who is not registered or accredited as a supplier or a contractor.
- g) Proof can't be provided that a performance guarantee can be submitted on the award of the contract.
- h) Tenderer who does not meet the minimum Functionality Requirements as stated in Part T1: Tendering Procedures – T1.2 Tender Date – Clause F3.11.1 Functionality Criteria.
- i) Municipal account or valid lease agreement.

**MS. S TATAS-TITUS**  
MUNICIPAL MANAGER  
KHÂI-MA MUNICIPALITY  
POFADDER

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), bound into Section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

| Clause Number | Tender Data |
|---------------|-------------|
|---------------|-------------|

|            |                |
|------------|----------------|
| <b>F.1</b> | <b>General</b> |
|------------|----------------|

|       |                |
|-------|----------------|
| F.1.1 | <b>Actions</b> |
|-------|----------------|

*Add the following:*

The Employer is KHÂI-MA MUNICIPALITY represented by the MUNICIPAL MANAGER: **MS. S TATAS-TITUS**

|       |                         |
|-------|-------------------------|
| F.1.2 | <b>Tender Documents</b> |
|-------|-------------------------|

*Add the following:*

"The following documents form part of this tender:

**VOLUME 1 :** The General Conditions of Contract for Construction Works (3rd Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), PRIVATE BAG X113, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).

**VOLUME 2 :** The SANS Standardised Specifications for Civil Engineering Construction prepared by Standards South Africa. These publications are obtainable, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The contract documents issued by the Employer comprise:

**VOLUME 3:** The Contract Document (this document), in which is bound:

**The Tender**

**Part T1: Tendering procedures**

T1.1 Tender notice and invitation to tender

T1.2 Tender data

**Part T2: Returnable Documents**

T2.1 List of returnable documents

T2.2 Returnable schedules

**The Contract**

**Part C1: Agreements and Contract Data**

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety Agreement

**Part C2: Pricing Data**

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

C2.2 Declaration

**Part C3: Scope of Work**

C3.1 Description of the Works

C3.2 Engineering

C3.3 Construction

C3.4 Management

C3.5 Annexes

**Part C4: Site information**

C4 Site information

**Drawings (listed in C3.2, Engineering) and Annexes**

Volume 3 is deemed the "Returnable Documents" which must be returned to the Employer in terms of submitting a tender offer.

**F.1.4 Communication and employer's agent**

*Add the following:*

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name: Mind Shape Developments

Address: 128 Waverley Road,

Dan Pienaar

Bloemfontein,

9301

Tel: +27 82 474 8984

E-mail: riaan.odendaal@outlook.com

**F.1.5 The Employer's right to accept or reject any tender offer**

*Add the following:*

**F.1.5.3** The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.

**F.1.6.2 Competitive negotiation procedure**

*Add the following to F.1.6.2*

A competitive negotiation procedure will not be followed.

**F.1.6.3 Proposal procedure using the two-stage system**

*Add the following to F.1.6.3*

A two-stage system will not be followed.

**F.2 Tenderer's obligations**

**F.2.1 Eligibility**

*Add the following to F.2.1.1:*

**F.2.1.1** Only those tenderers who satisfy the following criteria are eligible to submit tenders:

**F.2.1.1.1 Construction Industry Development Board (CIDB) Registration**

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations are eligible to have their tenders evaluated

Tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the relevant class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a relevant class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

**F.2.7 Site Visit and Clarification meeting**

*Add the following:*

Tenderers should be represented at the **COMPULSORY** site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

The arrangements for the clarification meeting and site inspection are as follows:

**COMPULSORY VIRTUAL MEETING VIA MS TEAMS 09H00 ON Tuesday, 01 JULY 2025**

(Request meeting invite from Mr. R Odendaal via email)

Location / venue: **ONLINE & COMPULSORY**

Tenderers must acknowledge their attendance in the meeting. Addenda will be issued to, and tenders will be received only from tendering entities appearing on the attendance register of meeting.

**F.2.12 Alternative tender offers**

*Add the following to F.2.12.1:*

- F.2.12.1** If a tenderer wishes to submit an alternative tender offer, he shall do so as separate complete offer on a separate complete set of tender documents clearly marked as an "Alternative Tender" in order to distinguish it from the unqualified tender. The only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standard and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the full amount tendered for the alternative portion of the offer to cover the Employer's costs in confirming the acceptability of the detailed design before it is constructed.

**F.2.13 Submitting a tender offer**

*Add the following to F.2.13.1*  
 F.2.13.1 The tendering entity is allowed to submit a tender offer as a single tendering entity and one tender offer as a member in a joint venture. Where the tendering entity is a joint venture, it is recommended that the standard CIDB Joint Venture Agreement be used.

*Add the following to F.2.13.3*  
 F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, **PLUS 0 (Zero)** copy.

*Add the following after the first sentence of F.2.13.4:*  
 F.2.13.4 The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

*Add the following to F.2.13.5:*  
 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:

|                                |                                                                                           |
|--------------------------------|-------------------------------------------------------------------------------------------|
| <b>LOCATION OF TENDER BOX:</b> | <b>KHÂI-MA MUNICIPALITY, POFADDER</b>                                                     |
| <b>PHYSICAL ADDRESS: .....</b> | <b>21 NUWE STREET, POFADDER, 8890</b>                                                     |
| <b>IDENTIFICATION DETAILS:</b> | <b>TENDER NUMBER: KH31/24/25</b>                                                          |
| <b>TITLE OF TENDER:</b>        | <b>UPGRADING OF EXISTING INTERNAL WATER<br/>RETICULATION NETWORK IN POFADDER: PHASE 4</b> |
| <b>CLOSING DATE:</b>           | <b>THURSDAY, 10 JULY 2025</b>                                                             |

Sealed tenders with the Tenderer's name and address and the endorsement "**TENDER NO. KH31/24/25: "UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4 "**" on the envelope, must be placed in the appropriate official tender box at the abovementioned address.

*Add the following to F.2.13.6:*  
 F.2.13.6 A two-envelope procedure will not be followed (Read with F.3.5).

*Add the following sub-clause after F.2.13.9:*  
 F.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

**F.2.15 Closing time**

*Add the following to F.2.15.1:*  
 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 Tender offer validity**

*Add the following to F.2.16.1:*  
 F.2.16.1 The tender offer validity period is **(90 days)**.

**F.2.17 Clarification of tender offer after submission**

*Add the following to F.2.17:*  
 A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of F.4.4.

**F.2.18 Provide other material**

*Add the following to F.2.18.1:*  
 F.2.18.1 Provide, on written request by the Employer, where the tendered amount inclusive of VAT **exceeds R 10 million:**  
 i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;

- ii) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

#### F.2.23

##### **Certificates**

*Add the following:*

The tenderer is required to submit the following:

The tenderer shall submit with his tender:

- (1) **Either a Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006).**
- (2) **Municipal account or valid lease agreement.**
- (3) **An original valid Tax Clearance letter with pin issued by the South African Revenue Services.**
- (4) **An original valid B-BBEE status level verification certificate or sworn affidavit or certified copy thereof.**
- (5) **Company / CC / Trust / Partnership registration certificates.**
- (6) **Joint Venture Agreement and Power of attorney in case of Joint Ventures**
- (7) **ID certificates in case of one-man concerns.**
- (8) **Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993).**
- (9) **Unemployment Insurance Fund (UIF) Registration Certificate.**
- (10) **MAAA for registration on CSD not older than a month.**

Each party to a Consortium/Joint Venture shall submit separate certificates in the above regard.

### **F.3 The Employer's undertakings**

#### F.3.2

##### **Issue Addenda**

*Add the following to F.3.2:*

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

#### F3.4

##### **Opening of tender submissions**

*Add the following to F.3.4.1:*

#### F.3.4.1

The time and location for opening of the tender offers is:

Time: Tenders will be opened immediately after the closing time for receipt of tenders as stated in the Tender Notice and Invitation to Tender, or as stated in any Addendum extending the closing date.  
 Location: Nuwe Street, POFADDER, 8890

#### F.3.8

##### **Test for responsiveness**

*Add the following:*

Tenders will be considered non-responsive if, inter alia:

- the tender is not in compliance with the Scope of Work;
- the tenderer does not comply with the CIDB contractor grading designation specified in F.2.1.1.2 above;

- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employers written request;

**F.3.11 Evaluation of tender offers**

The method for evaluation for this contract will be the following:

**F.3.11.1 Method 2 : Financial offer and preferences**

The procedure for the evaluation of responsive tenders is **Method 2**, of and is described in detail in the Preferential Procurement Specification

*Add the following new sub clause:*

**F.3.11.1 Functionality Criteria**

- a) The functionality criteria are as follows:

| Functionality Criteria                                             |                                                                                                                                                                                         |                                                                                                   |                                                                                                                                                                |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Criteria                                                           | Description                                                                                                                                                                             | Minimum Requirement                                                                               | Points Allocation                                                                                                                                              |
| Number of similar type and size of projects successfully completed | Successful completion of similar type and size of project (installation of water reticulation pipes and fittings and services location).<br><br>(Minimum value of R7 500 000 Contracts) | Minimum of 4 projects of similar type and amounts.<br><br>(Minimum value of R7 500 000 Contracts) | Number of similar type and size of projects successfully completed:<br><br>5 projects (100 points)<br><br>4 projects (80 points)<br><br>3 projects (60 points) |

- b) The criteria for functionality will be evaluated as follows:

- i. To comply with minimum requirements in accordance with Functionality Criteria table above and
- ii. Must obtain at least a minimum of **80 points** under the Points Allocation of the Functionality Criteria table above.

All proof to points claimed to the above, must be included in the returnable schedule.

*Add the following new sub clause:*

**F.3.11.10 Risk Analysis**

Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderers ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel to perform the contract, etc.

No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required.

**F3.13 Acceptance of tender offer**

*Add the following to F.3.13.1:*

- F.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance letter with pin issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) 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;
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to perform on any previous contract and has been given a written notice to this effect;
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- e) The Tenderer is registered with the Central Supplier database (CSD).
- f) The Tenderer has scored a minimum of 80 points for functionality criteria.

**F.3.18 Provide copies of the contract**

*Add the following:*

The number of paper copies of the signed contract to be provided by the Employer is: **0 (Zero)**.

## **F.4 Additional Conditions of Tender**

The additional conditions of tender are:

**F.4.1 Compliance with Occupational Health and Safety Act 1993**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with his tender, appended to Schedule 11 : Health and Safety Plan in T2.2 : Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

**F.4.2 Claims arising after submission of tender**

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.

- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- 4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

- 5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.

#### F.4.3 **Imbalance in tendered rates**

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.

Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

#### F.4.4 **Invalid tenders**

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1, Part C1: Agreements and Contract Data);
- b) if the tender is not completed in non-erasable ink;
- c) if the Form of Offer and Acceptance has not been signed;
- d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.

#### F.4.5 **Negotiations with preferred tenderers**

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

#### F.4.6 **UIF payments**

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

#### F.4.7 **Price variations**

The Contract Price shall not be subject to any contract price adjustment, the rates and prices tendered in the bills of quantities shall be final and binding throughout the period of the contract. However, price adjustments for variations in the costs of special materials may be applicable where the Employer/Employer's Agent specifies such materials and the relevant information in the Contract Data.

Notwithstanding the above, if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

**F.4.8 Requests for contract documents, or parts thereof, in electronic format**

The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:

- (a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy.
- (b) The electronic version shall not be regarded as a substitute for the issued tender documents.
- (c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.
- (d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.
- (e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.
- (f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

**F.4.9 Tenders forwarded by post**

No tenders will be accepted that was posted or faxed.

**F.4.10 Withdrawal of Tenders**

A Tenderer may withdraw his Tender (in writing) any time before the closing date and time for the submission of tenders if a notice to this effect reaches the Engineer before the closing date and time.

**F.4.11 Acceptance or rejection of Tenders**

A Tender can be rejected if it is conditional or incomplete or if the Form of Tender or Bill of Quantities contain any absurdities or if the prices in the Bill of Quantities are unbalanced and the Tenderer fail to amend it within twenty four(24) hours after being notified about it.

The Employer does not bind itself to accept the tender with the highest preference points, the lowest or any tender and reserves the right to accept any tender or portion of a tender, as it deems expedient.

**F.4.12 Signing of the Contract**

The successful Tenderer has to sign the Form of Agreement within the period of seven (7) days after being notified that his Tender had been accepted.

In the event where the Tenderer fail to take up the Contract when called upon by the Employer to do so, or withdrawing his Tender after the closing date and time, or failing to provide an acceptable guarantee, the Employer reserves the right to insist that the Tenderer shall pay to the Employer the cost incurred by the Employer in having to award the Tender to another Contractor.

**F.4. 13 Amendments of Arithmetical errors**

The Employer reserves the right to adjust arithmetical errors in the extension of rates and totals in the tender and the Tenderer will be informed of the effect of any corrections on his tender sum prior to the award of the Contract.

**F.4. 14 Refunding of Deposits**

Deposits are non-refundable

**F.4. 15 Disqualifications of tenders**

No tender offer will be consider from the following tenderers:

- a) Tenderer has not submitted and of the compulsory documents requested or has failed to complete any of the returnable documents requested.
- b) Persons who were convicted for fraud or corruption during the past five years.
- c) Who wilfully neglected, reneged on or failed to comply with a government contract during the past five years.
- d) Tenderer who cant submit a Tax Clearance Certificate.
- e) Tenderer who is not registered or accredited as a supplier or a contractor.
- f) Proof cant be provided that a performance quarantee can be submitted on the award of the contract.
- g) The Tenderer is registered with the Central Supplier database (CSD).

**F.4. 16 Cessions of Rights and Demands**

The Contractor undertake herewith to assign none of his claims or rights with reference to money payable or which will become payable under the Contract. The Employer would not accept such a cession.

**F.4. 17 Time for Completion of Works**

The period for the completion of works will be **6 months** within which time the work must be completed.

**F.4. 18 Currency**

All prices, deposits and payments shall be in the currency of the Republic of South Africa (Rand) and cheques for the deposits have to be made out to KHÂI-MA MUNICIPALITY.

## Annex F (normative)

### Standard Conditions of Tender

#### 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, timorously 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 fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, 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. Communication 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 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

#### **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**

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.2.3 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.

**F.2.10.2** 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. Erasures and the use of masking fluid are prohibited.

#### **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. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**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.2.13 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 shall 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.

#### **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 tender 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.

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

#### **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), referencing 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 the tender documents are available until three working 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 quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **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.

### **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 Arithmetic errors, omissions and discrepancies**

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

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 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.3.9.3** Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **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: Financial offer**

In the case of a financial offer:

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

#### **F.3.11.3 Method 2: Financial offer and preference**

In the case of a financial offer and preferences:

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

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

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_P$  is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

#### **F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

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

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

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
 $N_Q$  is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

#### **F.3.11.5 Method 4: Financial offer, quality and preferences**

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

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

$$T_{EV} = N_{FO} + N_P + N_Q$$

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

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

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

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer.  
 $W_1$  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      | Comparison aimed at achieving                                                                                                                     | Option 1 <sup>a</sup>             | Option 2 <sup>a</sup> |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------|
| 1            | Highest price or discount                                                                                                                         | $A = (1 + \frac{(P - P_m)}{P_m})$ | $A = P/P_m$           |
| 2            | Lowest price or percentage commission/ fee                                                                                                        | $A = (1 - \frac{(P - P_m)}{P_m})$ | $A = P_m/P$           |
| <sup>a</sup> | $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer 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 quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

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,
- 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.

**Annex G**  
 (normative)

**Alpha-numeric associated with the Contractor Grading Designations**

**Table G1: Contractor grading designations and associated parameters**

| Contractor Grading Designation  | Tender Value Range designation | Maximum value of contract that a contractor is considered capable of performing (R) |
|---------------------------------|--------------------------------|-------------------------------------------------------------------------------------|
| 2 (class of construction works) | 2                              | 1 000 000                                                                           |
| 3 (class of construction works) | 3                              | 3 000 000                                                                           |
| 4 (class of construction works) | 4                              | 6 000 000                                                                           |
| 5 (class of construction works) | 5                              | 10 000 000                                                                          |
| 6 (class of construction works) | 6                              | 20 000 000                                                                          |
| 7 (class of construction works) | 7                              | 60 000 000                                                                          |
| 8 (class of construction works) | 8                              | 200 000 000                                                                         |
| 9 (class of construction works) | 9                              | No Limit                                                                            |

**Table G2: Classes of construction work (see next page)**

Table G2  
CLASSES OF CONSTRUCTION WORK

| Description                                   | Designation | Definition                                                                                                                                                                                                                                                                                                        | Works types                                                                                                                                                                               | Examples                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Civil engineering works                       | CE          | Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure                                 | Water, sewerage, roads, railways, harbours and transport, urban development and municipal services                                                                                        | Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel.<br>The results of operations such as dredging, earthworks and geotechnical processes.<br>Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines. |
| Electrical engineering works (Infrastructure) | EP          | Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure:<br>a) relating to the generation, transmission and distribution of electricity;<br>or<br>b) which cannot be classified as EB.            | Electrical power generation, transmission, control and distribution equipment and systems.                                                                                                | Power generation<br>Street and area lighting<br>Substations and protection systems<br>Township reticulations<br>Transmission Lines<br>Supervisory control and data acquisition systems                                                                                                                                                                                                                                                         |
| Electrical engineering works (buildings)      | EB          | Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation | All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction | Electrical installations in buildings<br>Electrical reticulations within a plot of land (erf) or building site<br>Standby plant and uninterrupted power supply<br>Verification and certification of electrical installations on premises                                                                                                                                                                                                       |

| Description                  | Designation | Definition                                                                                                                                                                                                                                                                                                                                                                                    | Works types                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Examples                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General building works       | GB          | Construction works that:<br>a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or<br>b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works. | Buildings and ancillary works other than those categorised as being:<br>a) civil engineering works;<br>b) electrical engineering works;<br>c) mechanical engineering works; or<br>d) specialist works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Buildings for domestic, industrial, institutional or commercial occupancies<br>Car ports<br>Fences other than classified as SS<br>Stores<br>Walls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Mechanical engineering works | ME          | Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling                                          | Machine systems including those relating to the environment of building interiors:<br>a) gas transmission and distribution systems<br>b) pipelines<br>c) solid waste disposal<br>d) materials handling, lifting machinery, heating, ventilation and cooling, pumps,<br>e) continuous process systems<br>f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes. | Air-conditioning and mechanical ventilation<br>Boiler installations and steam distribution<br>Central heating<br>Centralised hot water generation<br>Cranes and hoists<br>Dust and sawdust extraction<br>Compressed air, gas and vacuum installations<br>Conveyor and materials handling installations<br>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes<br>Kitchen equipment<br>Laundry equipment<br>Lift installations and escalators<br>Refrigeration and cold rooms<br>Waste handling systems (including compactors) |

| Description      | Designation | Definition                                                                                                                 | Works types                                                                                                                                                                                                     | Examples |
|------------------|-------------|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Specialist works | SB          | A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution | The extension, installation, repair, maintenance or renewal, or removal, of asphalt                                                                                                                             |          |
|                  | SC          |                                                                                                                            | The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support                                                  |          |
|                  | SD          |                                                                                                                            | The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)                                                           |          |
|                  | SE          |                                                                                                                            | Demolition of buildings and engineering infrastructure and blasting                                                                                                                                             |          |
|                  | SF          |                                                                                                                            | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)       |          |
|                  | SG          |                                                                                                                            | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts                                                                     |          |
|                  | SH          |                                                                                                                            | The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works                                             |          |
|                  | SI          |                                                                                                                            | The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or dismantling of lifts, escalators, travellers and hoisting machinery                                  |          |
|                  | SJ          |                                                                                                                            | The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures                                                                    |          |
|                  | SK          |                                                                                                                            | The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage                                                                                                           |          |
|                  | SL          |                                                                                                                            | The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding                                                                       |          |
|                  | SM          |                                                                                                                            | Timber buildings and structures                                                                                                                                                                                 |          |
|                  | SN          |                                                                                                                            | The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems.                         |          |
|                  | SO          |                                                                                                                            | The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services, plumbing) |          |
|                  | SQ          |                                                                                                                            | The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing                                                                           |          |

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## Part T2: Returnable Documents

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| T2.2 Returnable Schedules.....         | 30 - 63 |

## KHÂI-MA MUNICIPALITY

**BID NO: KH31/24/25**

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

### 1. Returnable Schedules required for tender evaluation purposes

|                                                                                            | Pages   |
|--------------------------------------------------------------------------------------------|---------|
| 1: <b>SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE (ATTACH CSD REPORT HERE) ..</b>      | 30 – 31 |
| 2: <b>SCHEDULE 2: SITE VISIT/CLARIFICATION MEETING CERTIFICATE.....</b>                    | 32      |
| 3: <b>SCHEDULE 3: CERTIFICATE OF AUTHORITY OF SIGNATORY (ATTACH PROOF HERE) .....</b>      | 33      |
| 4: <b>SCHEDULE 4: WORK EXPERIENCE .....</b>                                                | 34 – 35 |
| 5: <b>SCHEDULE 5: CONSTRUCTION EQUIPMENT .....</b>                                         | 36 – 37 |
| 6: <b>SCHEDULE 6: PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY).....</b>           | 38      |
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| 9: <b>SCHEDULE 9: SUBCONTRACTORS.....</b>                                                  | 41      |
| 10: <b>SCHEDULE 10: DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S EXPERIENCE .....</b>     | 42      |
| 11: <b>SCHEDULE 11: HEALTH AND SAFETY PLAN .....</b>                                       | 43      |
| 12: <b>SCHEDULE 12: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER .....</b>           | 44      |
| 13: <b>SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS.....</b>                         | 45      |
| 14: <b>SCHEDULE 14: DAYWORKS .....</b>                                                     | 46      |
| 15: <b>SCHEDULE 15: TARGET PROCUREMENT: MBD1.....</b>                                      | 47-48   |
| 15: <b>SCHEDULE 16: TARGET PROCUREMENT: MBD4.....</b>                                      | 47-48   |
| 16: <b>SCHEDULE 17: TARGET PROCUREMENT: MBD6.1 (ATTACHED B-BBEE CERTIFICATE HERE).....</b> | 51-54   |
| 17: <b>SCHEDULE 18: TARGET PROCUREMENT: MBD8.....</b>                                      | 55-56   |
| 18: <b>SCHEDULE 19: TARGET PROCUREMENT: MBD9.....</b>                                      | 57-59   |
| 19: <b>SCHEDULE 20: SCHEDULE: SUPPLY CHAIN MANAGEMENT 1.....</b>                           | 60      |
| 20: <b>SCHEDULE 21: SCHEDULE: SUPPLY CHAIN MANAGEMENT 2.....</b>                           | 61      |
| 21: <b>SCHEDULE 22: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB.....</b>            | 62      |
| 22: <b>SCHEDULE 23: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARENTEE.....</b>             | 63      |

### 2. Other documents required for tender evaluation purposes

1. Central Suppliers Database Registration – append to **SCHEDULE 1.**
2. Joint Venture Agreement (if applicable) - append to **SCHEDULE 3.**
3. An original valid Tax Clearance Certificate issued by the South African Revenue Services -append to **SCHEDULE 8.**
4. All addenda released by the Engineer - append to **SCHEDULE 13**
5. An original valid B-BEE status level verification certificate or certified copy thereof -append to **SCHEDULE 17.**
6. CIDB Certificate - append to **SCHEDULE 22**
7. Municipal account or valid lease agreement + ID's - append to **SCHEDULE 21**

### 3. Returnable Schedules that will be incorporated into the Contract

1. HEALTH AND SAFETY PLAN (Schedule 11)..... 43
2. RECORD OF ADDENDA TO TENDER DOCUMENTS (Schedule 13) ..... 45
3. DAYWORKS SCHEDULE(Schedule 14).....46

### 4. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

### 5. C1.2 Contract Data (Part 2)

### 6. C2.2 Bills/Schedules of Quantities

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## T2.2 Returnable Schedules

### SCHEDULE 1 : COMPULSORY ENTERPRISE QUESTIONNAIRE

(ATTACH CSD REPORT HERE)

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:** .....  
**Address of enterprise:** .....  
.....  
.....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: Record of service of the state**

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or Director, 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:

- |                                                                                                 |                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                      | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                 | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Provinces | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of the board of Directors of any municipal entity             |                                                                                                                                                                                                                     |
| <input type="checkbox"/> 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:

- |                                                                                                |                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity                                                                                                            |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature                                                                                                                                      |
| <input type="checkbox"/> a member of the board of Directors of any municipal entity            |                                                                                                                                                                                                                     |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |                                                                                                                                                                                                                     |

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

\*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised 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;
- confirms that neither the name of the enterprise or the name of any partner, manager, Director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- 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;
- confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**SIGNED ON BEHALF OF TENDERER:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 2 : COMPULSORY SITE VISIT/CLARIFICATION MEETING  
CERTIFICATE**

This is to certify that I/we, .....

of (tenderer) .....

of (address) .....

telephone number .....

fax number .....

on (date) .....

have examined the Site of the Works and its surroundings for which I/we am/are submitting this Tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

**SIGNED ON BEHALF OF TENDERER:** .....

**SIGNED ON BEHALF OF EMPLOYERS AGENT:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 3 : CERTIFICATE OF AUTHORITY OF SIGNATORY**

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

- |     |                                                                                                                                                   |                          |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| (a) | A company, and attach hereto a certified copy of the required resolution of the Board of Directors                                                | <input type="checkbox"/> |
| (b) | A partnership, and attach hereto a certified copy of the required resolution by all partners                                                      | <input type="checkbox"/> |
| (c) | A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials                                      | <input type="checkbox"/> |
| (d) | A one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender                             | <input type="checkbox"/> |
| (e) | A joint venture, and attach hereto:                                                                                                               | <input type="checkbox"/> |
|     | • A notarial certified copy of the original document under which the joint venture was constituted                                                | <input type="checkbox"/> |
|     | • Certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture | <input type="checkbox"/> |

**SIGNED ON BEHALF OF TENDERER:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**USED TO EVALUATE FUNCTIONALITY**

(minimum of 80 points as per Clause F3.11.1 (1.1 Tender Date))

**SCHEDULE 4 : SCHEDULE OF WORK EXPERIENCE**

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken. These projects will be used to evaluate the score for functionality.

List successful completion of projects involving the following scope of work and value:

| Project                                                                                           | Min Value   |
|---------------------------------------------------------------------------------------------------|-------------|
| Water Reticulation (installation of water reticulation pipes and fittings and services location). | R 7 500 000 |

| SIMILAR COMPLETED CONTRACTS                |                                                          |                |                          |                   |
|--------------------------------------------|----------------------------------------------------------|----------------|--------------------------|-------------------|
| EMPLOYER<br>(NAME, TEL No.<br>AND FAX No.) | CONSULTING<br>ENGINEER<br>(NAME, TEL No.<br>AND FAX No.) | NATURE OF WORK | VALUE OF<br>WORK<br>R(m) | DATE<br>COMPLETED |
|                                            |                                                          |                |                          |                   |

| CURRENT CONTRACTS                          |                                                          |                |                             |                                   |
|--------------------------------------------|----------------------------------------------------------|----------------|-----------------------------|-----------------------------------|
| EMPLOYER<br>(NAME, TEL No.<br>AND FAX No.) | CONSULTING<br>ENGINEER<br>(NAME, TEL No.<br>AND FAX No.) | NATURE OF WORK | VALUE<br>OF<br>WORK<br>R(m) | ANTICIPATED<br>COMPLETION<br>DATE |
|                                            |                                                          |                |                             |                                   |

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 5 : SCHEDULE OF CONSTRUCTION EQUIPMENT**

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between **construction equipment immediately available** and **construction equipment which will become available by virtue of outstanding orders** and indicate what further construction equipment will be acquired or hired for the work should he be awarded the Contract.

**CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE**

| DESCRIPTION, SIZE, CAPACITY | QUANTITY | YEAR OF MANUFACTURE |
|-----------------------------|----------|---------------------|
|                             |          |                     |

**CONSTRUCTION EQUIPMENT ON ORDER**

(State details of arrangements made, with delivery dates)

| DESCRIPTION, SIZE, CAPACITY | QUANTITY | YEAR OF MANUFACTURE |
|-----------------------------|----------|---------------------|
|                             |          |                     |

**CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

(State details of delivery arrangements)

| DESCRIPTION, SIZE, CAPACITY | QUANTITY | YEAR OF MANUFACTURE |
|-----------------------------|----------|---------------------|
|                             |          |                     |

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

## KHÂI-MA MUNICIPALITY

**BID NO: KH31/24/25**

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

#### **SCHEDULE 6 : PRELIMINARY PROGRAMME (FOR INFORMATION PURPOSES ONLY)**

The tenderer shall detail below or attach a preliminary programme, to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

**Time for completion is 6 Months**

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

#### PROGRAMME

| ACTIVITY | WEEKS / MONTHS |  |  |  |  |  |  |  |  |  |  |  |
|----------|----------------|--|--|--|--|--|--|--|--|--|--|--|
|          |                |  |  |  |  |  |  |  |  |  |  |  |
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|          |                |  |  |  |  |  |  |  |  |  |  |  |

*[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form H hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

**SIGNED ON BEHALF OF TENDERER:**

.....

## KHÂI-MA MUNICIPALITY

**BID NO: KH31/24/25**

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

#### **SCHEDULE 7 : SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated expenditure indicating the values of each monthly claim in terms of Clause 49 of the General Conditions of Contract, which he estimates will arise based on his preliminary programme and tendered rates, in the table below. The total of the monthly amounts shall be equal to the tender sum.

| MONTH               | VALUE                   |
|---------------------|-------------------------|
| 1.                  | R                       |
| 2.                  | R                       |
| 3.                  | R                       |
| 4.                  | R                       |
| 5.                  | R                       |
| 6.                  | R                       |
| SUBTOTAL            | R                       |
| CONTINGENCIES (10%) | R                       |
| SUBTOTAL            | R                       |
| VAT (15%)           | R                       |
| TOTAL               | R (INCLUDING VAT @ 15%) |

**SIGNED ON BEHALF OF TENDERER:**

.....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 8: TAX CLEARANCE CERTIFICATE**

**A. TAX CLEARANCE CERTIFICATE**

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate, or proof that he or she has made the necessary arrangements with SARS.

**SIGNED ON BEHALF OF TENDERER:**

.....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 9: SCHEDULE OF SUBCONTRACTORS**

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

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

| <b>SUBCONTRACTORS</b>          |                                                                                             |                                                                 |                               |
|--------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------|
| Category/type                  | Subcontractor Name/Address/Contact Person/Phone/Fax/Details Of Organisation/Firm Experience | Items of work (pay items) to be undertaken by the Subcontractor | Estimated Cost of Work (Rand) |
|                                |                                                                                             |                                                                 |                               |
| <b>5% Local subcontractors</b> |                                                                                             |                                                                 |                               |
| Category/type                  | Subcontractor Name/Address/Contact Person/Phone/Fax/Details Of Organisation/Firm Experience | Items of work (pay items) to be undertaken by the Subcontractor | Estimated Cost of Work (Rand) |
|                                |                                                                                             |                                                                 |                               |
| <b>TOTAL (Excluding VAT)</b>   |                                                                                             |                                                                 |                               |

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 10: DETAILS OF SITE AGENT'S AND GENERAL FOREMAN'S  
EXPERIENCE**

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman's experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

| <b>SITE AGENT</b>            | <b>NAME: .....NQF LEVEL.....</b> |                          |                          |                           |
|------------------------------|----------------------------------|--------------------------|--------------------------|---------------------------|
| <b>CONTRACT &amp; CLIENT</b> | <b>NATURE OF WORK</b>            | <b>POSITION<br/>HELD</b> | <b>VALUE OF<br/>WORK</b> | <b>YEAR<br/>COMPLETED</b> |
|                              |                                  |                          |                          |                           |

| <b>GENERAL FOREMAN</b>       | <b>NAME: .....NQF LEVEL.....</b> |                          |                          |                           |
|------------------------------|----------------------------------|--------------------------|--------------------------|---------------------------|
| <b>CONTRACT &amp; CLIENT</b> | <b>NATURE OF WORK</b>            | <b>POSITION<br/>HELD</b> | <b>VALUE OF<br/>WORK</b> | <b>YEAR<br/>COMPLETED</b> |
|                              |                                  |                          |                          |                           |

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF THE TENDERER:** .....

## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

#### **SCHEDULE 11: HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 12: PROPOSED AMENDMENTS AND QUALIFICATIONS BY  
TENDERER**

The Tenderer should record any **proposed** deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule.

The Tenderer's 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.

If no deviations or modifications are desired, the schedule hereunder is to be marked NIL and signed by the Tenderer.

| PAGE | CLAUSE OR ITEM | PROPOSAL |
|------|----------------|----------|
|      |                |          |

Number of sheets, appended by the tenderer to this Schedule ..... (If nil, enter NIL).

**SIGNED ON BEHALF OF TENDERER:** .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 13: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

|     | Date | Title or Details |
|-----|------|------------------|
| 1.  |      |                  |
| 2.  |      |                  |
| 3.  |      |                  |
| 4.  |      |                  |
| 5.  |      |                  |
| 6.  |      |                  |
| 7.  |      |                  |
| 8.  |      |                  |
| 9.  |      |                  |
| 10. |      |                  |

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 14: DAYWORKS SCHEDULE**

This daywork statement shall be used according to the opinion of the Engineer for the assessment of value of additional work which cannot be assessed easily according to the rates in the Bill of Quantities.

The rates for labour and material should not include overhead costs and profit, Site Supervision of personnel, insurance, paid vacation, the use and maintenance of small hand equipment and non-mechanical equipment, travel allowance, other payments and allowance. Provision is being made for this by including the percentages covering all this items with the item "Up costs". The rate which should be used for the assessment of value of additional work is the basic rate plus the percentage "Up costs".

The item "Up Cost" is left out in the case of equipment. The rate then has to include all of the above "Up Costs" mentioned as well as operator's costs, user's goods, maintenance, etc.

The Tender has to fill in all of the items listed underneath otherwise his Tender can be considered as incomplete.

**A. LABOUR**

- |    |             |                     |                     |
|----|-------------|---------------------|---------------------|
| 1. | Workers .   | ..... per hour plus | ..... % "Up-Cost"   |
| 2. | Supervisors | ..... per hour plus | ..... % "Up-Cost "  |
| 3. | Artisan.    | ..... per hour plus | ..... % " Up-Cost " |

**B. EQUIPMENT**

| DESCRIPTION                     | RATE PER HOUR |          |
|---------------------------------|---------------|----------|
|                                 | In Work       | Standing |
| Excavator .....                 | .....         | .....    |
| Front End-Loader.....           | .....         | .....    |
| Tipper Truck ..... cubic meters | .....         | .....    |
| Compressor.....(capacity)       | .....         | .....    |
| .....(Specify)                  | .....         | .....    |
| .....(Specify)                  | .....         | .....    |
| .....(Specify)                  | .....         | .....    |

NOTE: The rate for an air pressure machine has to include rubber pipes and pneumatic equipment.

**C. MATERIAL**

Here, The Tenderer has to provide the Up Cost which ought to be added to the basic price: .....%

**SIGNED ON BEHALF OF TENDERER:** .....

**KHAI-MA MUNICIPALITY**  
**BID NO: KH31/24/25**  
**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

**SCHEDULE 15: MBD 1**

**PART A**  
**INVITATION TO BID**

|                                                                                                                                                                       |                                                                                    |               |                                                                                                    |                                                                                        |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MANGAUNG METROPOLITAN MUNICIPALITY)</b>                                                                     |                                                                                    |               |                                                                                                    |                                                                                        |       |
| BID NUMBER:                                                                                                                                                           | .....                                                                              | CLOSING DATE: | .....2025                                                                                          | CLOSING TIME:                                                                          | 11:30 |
| DESCRIPTION                                                                                                                                                           | CONSTRUCTION OF WATERBORNE SANITATION AND WATER NETWORKS IN WARD 8                 |               |                                                                                                    |                                                                                        |       |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>                                                                     |                                                                                    |               |                                                                                                    |                                                                                        |       |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN<br>THE BID BOX SITUATED AT:                                                                                                |                                                                                    |               |                                                                                                    |                                                                                        |       |
| SUPPLY CHAIN MANAGEMENT OFFICES                                                                                                                                       |                                                                                    |               |                                                                                                    |                                                                                        |       |
| NO.6 MANION ROAD, ORANGESIG                                                                                                                                           |                                                                                    |               |                                                                                                    |                                                                                        |       |
| BLOEMFONTEIN                                                                                                                                                          |                                                                                    |               |                                                                                                    |                                                                                        |       |
| 9300                                                                                                                                                                  |                                                                                    |               |                                                                                                    |                                                                                        |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                           |                                                                                    |               |                                                                                                    |                                                                                        |       |
| NAME OF BIDDER                                                                                                                                                        |                                                                                    |               |                                                                                                    |                                                                                        |       |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                    |               |                                                                                                    |                                                                                        |       |
| STREET ADDRESS                                                                                                                                                        |                                                                                    |               |                                                                                                    |                                                                                        |       |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                               |               | NUMBER                                                                                             |                                                                                        |       |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                    |               |                                                                                                    |                                                                                        |       |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                               |               | NUMBER                                                                                             |                                                                                        |       |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                    |               |                                                                                                    |                                                                                        |       |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                    |               |                                                                                                    |                                                                                        |       |
| TAX COMPLIANCE STATUS                                                                                                                                                 | TCS PIN:                                                                           |               | OR                                                                                                 | CSD No:                                                                                |       |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                                                                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                        |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |                                                                                        |       |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                    |               |                                                                                                    |                                                                                        |       |
| 1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | 2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |       |
| 3 TOTAL NUMBER OF ITEMS OFFERED                                                                                                                                       |                                                                                    |               | 4 TOTAL BID PRICE                                                                                  | R                                                                                      |       |
| 5 SIGNATURE OF BIDDER                                                                                                                                                 | .....                                                                              |               | 6 DATE                                                                                             |                                                                                        |       |
| 7 CAPACITY UNDER WHICH THIS BID IS SIGNED                                                                                                                             |                                                                                    |               |                                                                                                    |                                                                                        |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                                                                |                                                                                    |               | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                                   |                                                                                        |       |
| DEPARTMENT                                                                                                                                                            | Supply Chain Management                                                            |               | CONTACT PERSON                                                                                     | Riaan Odendaal                                                                         |       |
| CONTACT PERSON                                                                                                                                                        | xxxxx                                                                              |               | TELEPHONE NUMBER                                                                                   | 082 474 8984                                                                           |       |
| TELEPHONE NUMBER                                                                                                                                                      | 051 411 3219                                                                       |               | FACSIMILE NUMBER                                                                                   |                                                                                        |       |
| FACSIMILE NUMBER                                                                                                                                                      |                                                                                    |               | E-MAIL ADDRESS                                                                                     | riaan.odendaal@outlook.com                                                             |       |
| E-MAIL ADDRESS                                                                                                                                                        | W2209                                                                              |               |                                                                                                    |                                                                                        |       |

**PART B  
 TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 16: DECLARATION OF INTEREST (FORM MBD 4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>):.....
  - 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. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

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

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

- 3.9 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.....

.....  
 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 director's 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 |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....**  
**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 17: MBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

**2. GENERAL CONDITIONS**

2.1 The following preference point systems are applicable to invitations to tender:

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

**2.2 To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

2.3 Points for this tender shall be awarded for:

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

**2.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|                                           | POINTS |
|-------------------------------------------|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 3. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**Note to tenderers: The tenderer must indicate how they claim points for preference point system.)**

| 1   | The specific goals allocated points in terms of this tender | Number of Points for Preference | Number of Points for Preference (To be completed by the tenderer) | Number of Points for Preference | Number of Points for Preference (To be completed by the tenderer) |
|-----|-------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------|
|     | <b>Local area of supplier</b>                               | <b>80/20</b>                    | <b>80/20</b>                                                      | <b>90/10</b>                    | <b>90/10</b>                                                      |
| 1.1 | Within the boundaries of the Khai-Ma Local Municipality     | 10                              |                                                                   | 5                               |                                                                   |
| 1.2 | Within the boundaries of Namakwa District Municipality      | 6                               |                                                                   | 3                               |                                                                   |
| 1.3 | Within the boundaries of the Northern Cape                  | 4                               |                                                                   | 2                               |                                                                   |
| 1.4 | Outside of the boundaries of the Northern Cape              | 0                               |                                                                   | 0                               |                                                                   |

| 2   | The specific goals allocated points in terms of this tender | Number of Points for Preference | Number of Points for Preference (To be completed by the tenderer) | Number of Points for Preference | Number of Points for Preference (To be completed by the tenderer) |
|-----|-------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------|
|     | <b>HDI –Unfairly discriminated by race</b>                  | <b>80/20</b>                    | <b>80/20</b>                                                      | <b>90/10</b>                    | <b>90/10</b>                                                      |
| 2.1 | 100% Black Owned                                            | 10                              |                                                                   | 5                               |                                                                   |
| 2.2 | 75%-99% Owned                                               | 8                               |                                                                   | 4                               |                                                                   |
| 2.3 | 60%-74% Owned                                               | 6                               |                                                                   | 3                               |                                                                   |
| 2.4 | 51%-59% Owned                                               | 3                               |                                                                   | 2                               |                                                                   |
| 2.5 | 0%-50% Owned                                                | 0                               |                                                                   | 0                               |                                                                   |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ Non-Profit Company  
☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**WITNESSES:**

1. ....

2. ....

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

DATE: .....

ADDRESS: .....

.....

.....

.....

## KHÂI-MA MUNICIPALITY

**BID NO: KH31/24/25**

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

#### **SCHEDULE 18: MBD 8**

#### **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes                             | No                             |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><br>(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).                                                                                                                        | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |                                |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                                                                                                                                                                                                                                                           | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 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 because of failure to perform on or comply with the contract?                             | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

### CERTIFICATION

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

#### **SCHEDULE 19: MBD 9**

##### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerned 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).<sup>2</sup> 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 is 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:

<sup>1</sup>Includes price quotations, advertised competitive bids and proposals.

<sup>2</sup>Bid rigging (or collusive bidding) occurs when business, that would otherwise be expected to be complete, secretly conspire to raise prices or lower the quality of goods and/or services for purchase 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 the 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 form, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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 the product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bid and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties 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 term of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their exercise, property, capital, efforts, skill and knowledge in an activity for the execution of the contract.

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 20: SCM1**

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO  
KHÂI-MA MUNICIPALITY**

**TO:** THE MUNICIPAL MANAGER, KHÂI-MA MUNICIPALITY

**FROM:**

.....  
(Name of bidder or consortium)

**MUNICIPAL ACCOUNT NUMBER:**

.....

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

**Supply Chain Management Policy, Clause 21.d(ii)**

The Municipal manager may reject the tender or quote of any juristic or natural person if that person or any of its directors/members has:

*failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than 30 days or without acceptable arrangements in terms of Debt Control and Collection Policy.*

**Debt Control and Credit Collection by-law, Provincial Gazette No. 756, Clause 5.(1)(2)**

Enterprises which municipal accounts are in arrears are disqualified from bidding for municipal quotes, bids and contracts.

Enterprises which bid for municipal quotes and bids should provide a certificate, signed by the CFO, which certifies that the prospective bidders has no outstanding municipal accounts or should alternatively sign an authorisation for the deduction of outstanding amounts owed to the council.

**I, THE UNDERSIGNED, \_\_\_\_\_,**  
**(FULL NAME IN BLOCK LETTERS)**

*hereby authorise KHÂI-MA MUNICIPALITY to deduct the full amount outstanding by the business organization / Director / Partner, etc. from any payment due to us / me.*

.....  
Signature

**THUS DONE AND SIGNED** for and on behalf of the Bidder

For office use:

at ..... on the .....day of ..... 20 .....

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 21: SCM2**

**DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

The completion of this form is **COMPULSORY**. Failure to complete this form might result that this tender will **not be considered**.

A     Any bid will be rejected if:  
any municipal rates and taxes or municipal service charges owned by the bidder or any of the directors to the municipality, are in arrears without any current arrangements.

B     Tenderer Information

- i.   Name of tenderer .....
- ii.   Registration number .....
- iii.   Municipality where business is situated .....
- iv.   Municipal account number for rates .....
- v.   Municipal account number for water and electricity .....
- vi.   Names of all directors, their ID numbers and municipal account numbers.
  - 1.   .....
  - 2.   .....
  - 3.   .....
  - 4.   .....
  - 5.   .....
  - 6.   .....

C     **Documents to be attached.**

- i.   A copy of the latest municipal account mentioned in B(iv) & (v)
- ii.   A copy of the latest municipal accounts of all directors or members mentioned in B(iv)
- iii. **Proof of directors/ or members & ID Documents.**

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

.....  
.....

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 22: CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB**

Attached hereto is my / our Contractor's Certificate of Registration with CIDB. My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we are not registered with the CIDB and therefore not eligible to tender.

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**SCHEDULE 23: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE**

*[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].*

Part C1: Agreements and Contract Data

|                                                    | Pages   |
|----------------------------------------------------|---------|
| C1.1 Form of Offer and Acceptance (Agreement)..... | 64 - 68 |
| C1.2 Contract Data.....                            | 69 - 78 |
| C1.3 Form of Guarantee.....                        | 79 - 81 |
| C1.4 Occupational Health and Safety Agreement..... | 82 - 83 |

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C1.1 Form of Offer and Acceptance (Agreement)

### Offer

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

**TENDER NO: KH31/24/25: UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN  
POFADDER: PHASE 4**

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

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

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

Rand. ....

..... (in words);

R ..... (in figures)

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

Signature(s) .....

Name(s) .....

Capacity .....

#### for the tenderer

(Name and  
address of  
organization/  
tenderer  
.....  
.....  
.....

Name and  
signature  
of witness ..... Date .....

## Acceptance (TO BE COMPLETED AT ACCEPTANCE STAGE)

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

The terms of the contract are contained in:

- Part T1 Tendering Procedures
- Part T2 Returnable Documents
- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

**for the  
Employer** KHÂI-MA MUNICIPALITY  
PO Box 108  
POFADDER  
8890

Name and  
signature  
of witness .....

Date .....

## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

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

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

## For the Tenderer:

Signature(s) .....  
Name(s) .....  
Capacity .....  
  
(Name and  
address of  
organization/  
tenderer) .....  
.....  
  
Name and  
signature  
of witness ..... Date .....

## For the Employer:

Signature(s) .....  
Name(s) .....  
Capacity .....  
  
(Name and  
Address of  
organization) KHÂI-MA MUNICIPALITY  
PO Box 108  
POFADDER  
8890  
  
Name and  
signature  
of witness ..... Date .....

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C1.2: CONTRACT DATA

The following standardized General Conditions of Contract:

### **C 1.2.1 General Conditions of Contract for Construction Works (Third Edition) 2015**

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), PRIVATE BAG X113, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent and the Engineer.

The Pro-forma's bound with the General Conditions of Contract 2015, on pages 47 to 58 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2015 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.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

**The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.**

### **C 1.2.2 CONTRACT SPECIFIC DATA (Specific Conditions of Contract)**

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

#### **Clause 1.1.1.13:**

The Defects Liability Period is **twelve (12) calendar months** and will commence upon the issue of a certificate of practical completion.

#### **Clause 1.1.1.15:**

**"Employer"** means the **KHÂI-MA MUNICIPALITY**. The Chairman acting in his capacity as executive officer as well as any officer to whom any powers vested in the Board have been delegated.

#### **Clause 1.1.1.16:**

The **Engineer**, referred to in the documents, is Mind Shape Developments, authorized thereto in writing.

#### **Clause 1.1.1.26:**

The Pricing Strategy is a **Re-measurement Contract** as referred to in Clause 1.1.1.27.

*Add the following clauses after Clause 1.1.1.34:*

- 1.1.1.35      **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.
- 1.1.1.36      **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

**Clause 1.2.1.2:**

The address of the Employer is:      PO Box 108  
POFADDER  
8890  
Tel.: +27 54 933 1000  
Fax: +27 54 933 0252  
Email Address:                              hendry@khaima.gov.za

**Clause 3.1.3:**

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.2.1 Nomination of Engineer's Representative
2. Clause 3.2.4 Engineer's authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.1 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

**Clause 4 : BASIS OF CONTRACT**

*Add the following before sub clause 4.1.1:*

**"Contract Agreement"**

The Contractor and the Employer shall enter into a Contract Agreement within 21 days after the Contractor receives the written notice of C1.1.2 Acceptance unless they agree otherwise. The Contract Agreement shall be based upon the C1.1.4 Contract Agreement form included in the tender document. The costs of duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer."

Notwithstanding the above, the Contractor will not be permitted in terms of the conditions of contract identified in the Contract Data to enter into a Contract Agreement before:

- (1) C1.1.3 Schedule of Deviations has been negotiated, agreed and signed off by the Contractor and the Employer;
- (2) C1.3 Form of Guarantee has been completed by the Contractor and approved by the Employer;
- (3) An original valid Tax Clearance Certificate (valid on date of signing the Agreement) has been submitted and approved;
- (4) Insurances (as specified) with proof of validity have been provided by the Contractor and approved by the Employer;
- (5) C1.4 Occupational Health and Safety Agreement has been completed and signed by both parties;
- (6) Proof of payment in terms of Compensation for Occupational Injuries and Diseases Act, 1993 has been provided by the Contractor and approved by the Employer.

**Clause 4.3:**

*Add the following clause after Clause 4.3.2.:*

- 4.3.3      The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within

fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

- 4.3.4 The Contractor shall provide proof to the Employer, within 14 days from the date of delivery of the Acceptance, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993."

#### **Clause 4.4.3**

*Add the following new sub clause:*

- 4.4.3.1 "The procedure for Selected Subcontractors shall be:

All specialist merchants, tradesmen and others executing any work or supplying any goods for which provisional or prime cost sums are provided in the Bill / Schedule of Quantities and who are selected for this purpose by the Contractor as specified hereafter, shall in the execution of such work be subcontractors of the Contractor and are herein referred to as "Selected Subcontractors".

Unless another procedure is specified, Selected Subcontractors are chosen and appointed as follows. The Employer and the Contractor shall compile a list of firms or persons acceptable to both and who will be invited to submit tenders for certain work or goods to be supplied by Selected Subcontractors. Before the closing date of such tenders the Contractor shall furnish the Employer with a sealed list in which is indicated the price increase required by the Contractor regarding the handling and appointment of every tenderer as Selected Subcontractor. No price increase requested by the Contractor in such list may be higher than the percentage or amount the Contractor has tendered in the main Contract against the provisional or prime cost item concerned. The list is then opened with the tenders and on the basis thereof the Employer shall indicate which tender he wishes to accept. The Contractor shall accept the tenderer and appoint him as Selected Subcontractor.

The Contractor shall incorporate in the subcontract provisions that:

- a) In respect of the work or the goods that are the subject of the subcontract the Selected Subcontractor undertakes to the Contractor mutatis mutandis the obligations and liabilities as are imposed upon the Contractor to the Employer in terms of the Contract, and holds the Contractor harmless from and indemnifies him against the same and in respect of all claims demands, lawsuits, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities, and,
- (b) The Selected Subcontractor holds the Contractor harmless and indemnifies him against:
- (i) Shortcomings in the subcontract work if and where the works were designed by the Selected Subcontractor;
  - (ii) defects in the goods if and where the goods were manufactured and/or supplied by the Selected Subcontractor;
  - (iii) any negligence by the Selected Subcontractor, his agents, workmen and servants;
  - (iv) any misuse by the Selected Subcontractor of any Constructional Plant, Temporary Works or materials provided by the Contractor for the purposes of the Contract;
  - (v) any claims as aforesaid.

#### **Clause 4.10.1:**

*Add the following:*

The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region.

#### **Clause 4.10.3:**

*Add the following clause after Clause 4.10.2:*

The Contractor must provide adequate accommodation, offices and latrine facilities for his labour and employees and the Contractor shall bear all relevant associated costs for the duration of the contract. For the duration of the contract all latrines must comply to the relevant regulatory of local-, provincial and/or central government requirements and must be placed in such a manner that it will meet the Engineers approval. If at any time during the contract the Contractor fails to meet these requirements, the Engineer

shall have the right to put in place all measures to rectify and/or provide adequate sanitary conditions, with all costs incurred hereto to be recovered from the Contractor.

**Clause 4.12.4:**

*Add the following clause after Clause 4.12.3:*

It is not the responsibility of the Engineer or his Agent on site to act as Foreman or Surveyor of the works. The Contractor must employ qualified, experienced, trained and skilled Engineers, Foreman, Surveyors, Laboratory Assistants and/or any other type of key personnel required with the necessary equipment and instrumentation to their disposal in order to ensure that adequate management, control, and/or execution of the works is obtained during the duration of the contract.

**Clause 5.3.1:**

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Construction programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Construction Guarantee to execute the works.

**Clause 5.3.2:**

The time to submit the documentation required before commencement with Works execution is 14 days.

*Add the following clause after Clause 5.3.3:*

5.3.4: The Contractor shall commence executing the works within 28 days from the Commencement Date.

The Commencement Date will be the day when all of the following takes place:

- Site Handover to the Contractor.
- The Completion of the Form of Offer and Acceptance.

The above will take place within 7 days of the issue of the Letter of Acceptance.

**Clause 5.4.2:**

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where on-going use by the general public is required.

*Add the following clause after Clause 5.4.3:*

5.4.4 "The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works."

**Clause 5.6.1:**

The Contractor shall deliver a detailed programme of work to the Engineer within 14 days from the Commencement Date.

**Clause 5.8.1:**

Non-working days are Sundays.

Special non-working days are all gazetted public holidays falling outside the year end break.

*Add the following clause after 5.8.2:*

5.8.3 The year end break commences as gazetted in **16 December and ends on the second Sunday in January the next year.**

**Clause 5.9:**

*Add the following:*

- 5.9.8: "Three paper prints of each Drawing will be furnished free of charge to the Contractor. Additional prints of the same Drawings will be for the Contractors account".
- 5.9.9: "Only dimensions shown on the Drawings may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer. All dimensions shown on the drawings must be checked by the Contractor on Site before any part of the Works is commenced with".

**Clause 5.12.2.2:**

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal Climatic Conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal conditions shall be deemed to exist, and an extension of time shall be granted in accordance with the provisions of Clause 5.12.

The number of **working days** quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

|           |        |
|-----------|--------|
| January   | 0 days |
| February  | 1 day  |
| March     | 1 day  |
| April     | 1 day  |
| May       | 2 days |
| June      | 3 days |
| July      | 2 days |
| August    | 1 day  |
| September | 0 days |
| October   | 0 days |
| November  | 0 days |
| December  | 0 days |

**Clause 5.13.1:**

The penalty for failing to complete the Works is **R3 500 per calendar day**.

**Clause 6.2.1:**

The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum and must be delivered to the Engineer within **14 days** after receipt of the Commencement Date. The performance guarantee shall contain the wording of the document included in **C1.3 Form of Guarantee**.

**Clause 6.2.3:**

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

**Clause 6.3:**

*Add the following after Clause 6.3.3:*

6.3.4.1: If the scope of the work increased or decreased by a percentage in excess of 20% the tendered amounts in Section 1200A items 8.3.1 will be adjusted pro-rata. No changes to the above items will be considered in case of an increase or decrease of less than 20% variation in the contract amount.

6.4.3.2: All rates will be fixed as tendered irrespective of the percentage variation.

**Sub clause 6.6.1 : Provisional sums**

*In the second line of sub clause 6.6.1.2, after the words "sum or sums" insert the words " , excluding VAT,".*  
*In the first line of sub clause 6.6.1.2.1, after the words "sum or sums" insert the words " , excluding VAT,".*  
*In the fourth line of sub clause 6.6.1.2.2, after the words "amount" insert the words " , excluding VAT,".*

**Sub clause 6.6.2 : Prime cost sums**

*In the fourth line of sub clause 6.6.2, after the words "price" insert the words ", excluding VAT,".*

**Clause 6.8.2:**

The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

x = N/A  
a = N/A  
b = N/A  
c = N/A  
d = N/A

The Consumer Price Index "L" to be used shall be the index for the Northern Cape's "other urban areas" as published in the Statistical News Release, P0141.1, Table 21.

The base month for the purposes of calculating Contract Price Adjustment (CPA) shall be **Not Applicable**.

NOTE: The contract price adjustment SHALL NOT BE APPLICABLE TO THIS CONTRACT except where suspension of the Contract or part of the Contract has been requested by the Client.

**Clause 6.8.4:**

*Add the following to Clause 6.8.4:*

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is **80%**, upon proof of ownership. Materials off site can be paid for 100% to a reputable supplier when given a guarantee.

**Sub clause 6.10.2:**

*Add the following:*

"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents."

**Clause 6.10.3:**

*Add the following to Clause 6.10.3:*

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, with no limit. The limit of retention money for the defects Liability Period shall be 5% of the Contract Price, including payment for contingencies and Contract Price Adjustment. **A guarantee in lieu of retention is permitted.**

The limit of retention money is 10% of the Contract Price, including allowances for contingencies and Contract Price Adjustment. If provision is made for a Contract Price Adjustment in the tender data.  
The limit of retention money for the Defects Liability Period shall be 5% of the Contract Price.

**Clause 6.10.4:**

*Add the following to clause 6.10.4:*

Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

**Clause 6.10.5.1:**

*In the sixth line, delete the words “.. Of the second half ..”*

**Clause 6.10.10: Tax Invoices**

Section 20(1) of the Value Added Tax Act of 1991 (Act 89 of 1991) requires that a supplier (person supplying goods or services) who is registered as a VAT vendor issue to the recipient a tax invoice within 21 days of the date of a supply whether requested or not.

The Contractor shall provide a tax invoice (VAT invoice) which shall be included with each payment certificate delivered to the Employer by the Engineer in terms of Clauses 49.1 and 49.10. Failure by the Contractor to provide a tax invoice (VAT invoice) timeously may delay payment by the Employer and no interest shall accrue.

**Clause 6.11:**

Amend the percentage from **15 present** to **20 present** in the title and in the Clause.

**Clause 8.6.1:**

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 100 000.00.

The limit of indemnity for liability insurance is R5 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

**Clause 8.6.1.5:**

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction 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.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the 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 endorsement to the Contractor’s Policies of Insurance.

**Clause 9.2.1:**

Add the following to Clauses after Clause 9.2.1.3.7:

- 9.2.1.3.8 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.
- 9.2.1.3.9 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.
- 9.2.1.3.10 “The Contractor fails to provide the required Guarantee and insurances within the prescribed time.”

**Clause 10.5.:**

Dispute resolution shall be by mediation, failing which by arbitration.

**Clause 10.8.1:**

"The determination of disputes shall be by Court proceedings."

*Add the following after Clause10:*

**Clause 11: Contractor to provide everything necessary**

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

**Clause 12: Details to be confidential**

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer.

## **C1.2.3 CONTRACT ADDITIONAL DATA (Additional Conditions of Contract)**

### **C1.2.3.1 Contract Participation goals**

The following contract additional data, referring to the **Clients Procurement Policies** are applicable to this Contract and it is a requirement of this contract that the Main Contractor (be a Joint Venture agreement or a consortium or a single organization) must comply with the following minimum contract participation goals:

#### **C1.2.3.1.1 Subcontracting**

A minimum of 5% of the contract value to a LOCAL CONTRACTOR LOCATED IN THE KHAI-MA MUNICIPAL BOUNDARIES THAT is CIDB registered, but still complying with regulation of paragraph 5.8 in MBD 6.1 of returnable schedules. If no such Contractor can be obtained, then this clause will be null and void.

#### **C1.2.3.1.2 Employment of Temporary Labour Force**

Employ ALL unskilled temporary workforce required for the contract LOCATED IN THE KHAI- MA MUNICIPAL BOUNDARIES.

#### **C1.2.3.1.3 EPWP reporting**

The contractor is responsible to submit monthly EPWP labour reports to the municipality. Failure to submit the reports the contractor will be penalised R80/person/day.

## C1.2.3 SUMMARY OF CONTRACT SPECIFIC DATA

| Reference to             | Clause    | Information                                                                                                              |
|--------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------|
| Contractor               | 1.1.1.9   |                                                                                                                          |
|                          |           |                                                                                                                          |
|                          |           |                                                                                                                          |
| Employer                 | 1.1.1.15  | KHÂI-MA MUNICIPALITY                                                                                                     |
|                          | 1.2.1.2   | PO Box 108<br>POFADDER<br>8890<br>Tel: +27 54 933 1000<br>Fax: +27 54 933 0252                                           |
| Engineer                 | 1.1.1.16  | Mind Shape Developments<br>128 Waverley Road<br>Bloemfontein<br>9301<br>Tel: 082 474 8984                                |
| Year end break           | 5.8.3     | 12 December 2025 – 9 January 2026                                                                                        |
| Contract Guarantee       | 6.2.1     | Within <b>14 days</b> of the Commencement Date                                                                           |
| Guarantee Sum            | 6.2.1     | <b>10%</b> of the total tender award sum                                                                                 |
| Commencement of Works    | 5.3.2     | Within <b>14 days</b> of Commencement Date                                                                               |
| Programme of Works       | 5.6.1     | Within <b>14 days</b> of Commencement Date                                                                               |
| Insurances               | 8.6.1.1.2 | R0-00                                                                                                                    |
|                          | 8.6.1.1.3 | <b>R 100 000-00</b>                                                                                                      |
| Limit of indemnity       | 8.6.1.1.3 | R 5 000 000-00 per claim, claims unlimited during construction and defects liability periods                             |
| Other Insurances         | 8.6.1.5   | To be included in Contractors All-Risk Insurance                                                                         |
| Daywork percentages      | 6.5.1     | Refer to Schedule 14 of Part T2 Returnable Documents                                                                     |
| Special non-working days | 5.8.1     | Sundays and all public holidays as well as year end breaks.                                                              |
| Time for Completion      | 5.5.1     | <b>6 Months</b>                                                                                                          |
| Penalty for Delay        | 5.13      | The penalty for failing to complete the Works within the Tendered Contract Period is <b>R 3 500-00</b> per calendar day. |

| Reference to                                                          | Clause     | Information                                                                                                                                                             |
|-----------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contract Price Adjustment<br>a = N/A<br>b = N/A<br>c = N/A<br>d = N/A | 6.8.2      | The following values for the different factors are to be used:<br>x = N/A<br>a = Labour<br>b = Contractor's Equipment<br>c = Material<br>d = Fuel                       |
| Special Materials                                                     | 6.8.3      | N/A                                                                                                                                                                     |
| Minimum amount of interim payment certificate                         | 6.10.1     | Cashflow must correlate with specified Contract Period                                                                                                                  |
| Materials on Site                                                     | 6.10.1.5   | <b>80%</b>                                                                                                                                                              |
| Retention Money                                                       | 6.10.3     | The percentage retention on the amounts due to the contractor is <b>10%</b> of Contract Price, limited to 5%. <b>A guarantee in lieu of retention is permitted.</b>     |
| Defects Liability Period                                              | 1.1.1.13   | <b>12 Months</b> from the issuing of Certificate of Completion                                                                                                          |
| Dispute Resolution                                                    | 10.8.1     | Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms                                                                                |
| Minimum Contract Participation goals:                                 |            |                                                                                                                                                                         |
| Sub-Contracting by Main Contractor                                    | C1.2.3.1   | <b>5%</b> of contract value must be sub-contracted to a local sub-contractor or unskilled temporary workforce that is located in the KHÂI-MA MUNICIPAL BOUNDARIES.      |
| Temporary Workforce Employment                                        | C1.2.3.1.2 | Employ ALL unskilled temporary workforce required for the contract LOCATED IN THE KHÂI-MA MUNICIPAL BOUNDARIES.                                                         |
| EPWP reporting                                                        | C1.2.3.1.3 | The contractor is responsible to submit monthly EPWP labour reports to the municipality. Failure to submit the reports the contractor will be penalised R80/person/day. |

SIGNED ON BEHALF OF TENDERER: .....

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C1.3 Form of Guarantee

Contract No .....

WHEREAS **KHÂI-MA MUNICIPALITY** (hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(hereinafter called "the Contractor") on the ..... day of ..... 20.....,  
for .....  
.....  
at .....(indicate site location)

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS ..... has/have at the  
request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE ..... do hereby  
guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under  
renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all  
the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of Rand. ....  
..... (in words); R ..... (in figures).
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at .....  
on this ..... day of ..... 20 .....

Signature .....

Duly authorized to sign on behalf of .....

Address .....  
.....  
.....

As witnesses:

1 .....

2 .....

Guarantor's seal or stamp

**ANNEXURE**

**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are approved for issue of contract guarantees:

**National Banks:**

ABSA Bank Ltd.  
Development Bank of Southern Africa  
FirstRand Bank Ltd.  
Gensec Bank Ltd.  
Imperial Bank Ltd.  
Infrastructure Finance Corporation  
Investec Bank Ltd.  
Land & Agricultural Bank of SA  
Mercantile Bank Ltd.  
Nedbank Ltd.  
Standard Bank of SA Ltd.  
SA Bank of Athens

**International Banks (with branches in SA):**

ABN AMRO Bank n.v.  
Barclays Bank plc.  
Citibank n.a.  
Commerzbank Aktiengesellschaft  
Credit Agricole-Indosuez  
Deutsche Bank AG  
JP Morgan Chase Bank  
Societe Generale  
Standard Chartered Bank

**Insurance companies:**

ABSA Insurance  
AIG South Africa  
Auto & General  
Coface s.a.  
Compass Insurance Co.  
Constantia Insurance Co.  
Credit Guarantee Insurance Co.  
Emerald Insurance Co.  
Federated Employers Mutual Assurance Co.  
Guardrisk Insurance Co.  
Home Loan Guarantee Co.  
Lion of Africa Insurance Co.  
Lombard Insurance  
MUA Insurance  
Mutual & Federal Insurance Co.  
New National Assurance Co.  
Regent Insurance Co.  
Zurich Insurance Co.

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C1.4 Occupational Health and Safety Agreement

### AGREEMENT MADE AND ENTERED INTO BETWEEN KHÂI-MA MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,  
(Contractor/Mandatory/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, ..... , representing

..... , as an employer  
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**for and on behalf of  
KHÂI-MA MUNICIPALITY**

### **OCCUPATIONAL HEALTH AND SAFETY CONDITIONS**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 20014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer

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**Part C2: Pricing Data**

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|                                      | <b>Pages</b>   |
|--------------------------------------|----------------|
| <b>C2.1 Pricing Assumptions.....</b> | <b>85 - 86</b> |
| <b>C2.2 Bill of Quantities.....</b>  | <b>87 - 99</b> |
| <b>C2.3 Declaration.....</b>         | <b>100</b>     |

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices.

1. This Bill of Quantities has to be read together with the Articles of the Agreement, the Conditions of Contract and Special Conditions of Contract, the Form of Tender, the General Specification, the Project Specification and the Drawings.
2. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
3. General instruction and description of the Work or materials given in the Specification will not be repeated in the Bill of Quantities. It will only be referred to. Doorbell of reference between brackets, to particular Clause in the Conditions of Contract (C-22) or, Special Conditions of Contract (SC-11), General Specification (19.1.3), Project Specification (PS 11) or to a Drawing (Drawing 31337-140-01).
4. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract 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.
6. The prices and unit prices given in the Bill of Quantities, is all-embracing prices and it should cover the values of the different items completely and has to include all costs and expenses which may occur and for the building of the Work as described and costs and expenses that are required as well as all general liabilities, obligations and risks which forms a part of this contract. The prices should be given separate in the item(s) if special accountability, responsibilities and risks as in the above occurs.
7. A price or unit price has to be filled in against every item in the Bill of Quantities even if the amount isn't shown. Items where no price or unit price has been filled in, will be regarded as covered by the other prices and unit prices in the Bill of Quantities. VAT must not be included in the tariffs.
8. Unit rates would be regarded as correctly if any difference occurs between unit prices and the total and the total will be corrected according to. The unit prices will be calculated arithmetical in case of omissions.
9. Payments will only be made for items occurring in the Bill of Quantities and if the Contractor thinks that provision hasn't been made for some items, the item should be allowed under another item.
10. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
11. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

|                      |   |                   |      |   |                  |
|----------------------|---|-------------------|------|---|------------------|
| mm                   | = | millimetre        | h    | = | hour             |
| m                    | = | metre             | kg   | = | kilogram         |
| km                   | = | kilometre         | t    | = | ton (1000 kg)    |
| m <sup>2</sup>       | = | square metre      | No.  | = | number           |
| m <sup>2</sup> .pass | = | square metre-pass | sum  | = | lump sum         |
| ha                   | = | hectare           | MN   | = | meganewton       |
| m <sup>3</sup>       | = | cubic metre       | MN.m | = | meganewton-metre |

|                    |   |                       |          |   |                 |
|--------------------|---|-----------------------|----------|---|-----------------|
| m <sup>3</sup> .km | = | cubic metre-kilometre | P C sum  | = | Prime Cost sum  |
| l                  | = | litre                 | Prov sum | = | Provisional sum |
| kl                 | = | kilolitre             | kW       | = | kilowatt        |
| MI                 | = | megalitre             | %        | = | per cent        |
| MPa                | = | megapascal            |          |   |                 |

The Employer has the right whereas any measurements and/or payments were made before the final Payment Certificate to inspect it and if it is incorrect to correct it. The Employers has the right to remove and correct any work not complying with the specification before the submission of the last Payment Certificate.

## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

## **C2.2 Bill of Quantities**

| <b>CONTENTS</b>                                                             | <b>PAGES</b>   |
|-----------------------------------------------------------------------------|----------------|
| <b>FINAL TENDER SUMMARY</b>                                                 | <b>88</b>      |
| <b>BILL NO. SECTION A: PRELIMINARY AND GENERAL</b>                          | <b>89 - 90</b> |
| <b>BILL NO. SECTION B: WATER NETWORK</b>                                    | <b>91 - 95</b> |
| <b>BILL NO. SECTION C: EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON EPWP</b> | <b>96</b>      |
| <b>BILL NO. SECTION D: HEALTH AND SAFETY BILL OF QUANTITIES</b>             | <b>97-98</b>   |

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

| FINAL TENDER SUM                                                                                                                                                                                                                                                      |                                                  |          |        |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------|--------|---|
| SECTION                                                                                                                                                                                                                                                               | DESCRIPTION                                      | PAGE NO. | AMOUNT |   |
|                                                                                                                                                                                                                                                                       |                                                  |          | R      | c |
| A                                                                                                                                                                                                                                                                     | PRELIMINARY AND GENERAL                          | 89-90    |        |   |
| B                                                                                                                                                                                                                                                                     | WATER NETWORK                                    | 91-95    |        |   |
| C                                                                                                                                                                                                                                                                     | EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON EPWP | 96       |        |   |
| D                                                                                                                                                                                                                                                                     | HEALTH AND SAFETY BILL OF QUANTITIES             | 97-98    |        |   |
|                                                                                                                                                                                                                                                                       | SUB-TOTAL A                                      | R        |        |   |
| * <b>PLUS: <u>CONTINGENCIES</u></b>                                                                                                                                                                                                                                   |                                                  |          |        |   |
| Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Engineer may direct and to be deducted in whole or in part if not required.                                                                                            |                                                  | R        |        |   |
| SUB TOTAL B (INCLUDING CONTINGENCIES)                                                                                                                                                                                                                                 |                                                  | R        |        |   |
| <b><u>VALUE ADDED TAX</u></b>                                                                                                                                                                                                                                         |                                                  |          |        |   |
| ADD: VAT at the rate of 15%                                                                                                                                                                                                                                           |                                                  | R        |        |   |
| <b>TOTAL CARRIED to part C1.1 on page 65 Form of Offer and Acceptance</b>                                                                                                                                                                                             |                                                  | R        |        |   |
| <b>CONTRACT PERIOD : 6 Months</b><br><br><b>* Amount allowed for the use of the Engineer only.</b>                                                                                                                                                                    |                                                  |          |        |   |
| <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 40%; border-top: 1px solid black; text-align: center;">Contractor</div> <div style="width: 40%; border-top: 1px solid black; text-align: center;">Date</div> </div> |                                                  |          |        |   |

**SECTION A: PRELIMINARY AND GENERAL**

| ITEM NO            | PAYMENT CLAUSE | DESCRIPTION                                                                                                                                                                                | UNIT   | QUAN-TITY | RATE   | AMOUNT      |
|--------------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|--------|-------------|
| <b>SANS 1200A</b>  | <b>A</b>       | <b><u>PRELIMINARY AND GENERAL</u></b>                                                                                                                                                      |        |           |        |             |
| 8.3.1              | A1             | <b>Scheduled fixed-charge and value-related items:</b>                                                                                                                                     |        |           |        |             |
|                    |                | .01 Fixed preliminary and general charges                                                                                                                                                  | sum    | 1         |        |             |
| 8.3.1              |                | .02 Value-related preliminary and general charges                                                                                                                                          | sum    | 1         |        |             |
| 8.4.1              | A2             | <b>Scheduled time-related items:</b>                                                                                                                                                       |        |           |        |             |
|                    |                | .01 Time-related preliminary and general charges                                                                                                                                           | sum    | 1         |        |             |
| <b>8.3.1</b>       | <b>A3</b>      | <b>COMPULSORY BREAKDOWN FOR THE ADJUSTMENT OF PRELIMINARIES (TOTAL TO 100%)</b>                                                                                                            |        |           |        |             |
|                    | A3.1           | Value Related                                                                                                                                                                              | %      | .....     | % ONLY | % ONLY      |
|                    | A3.2           | Fixed Value Related                                                                                                                                                                        | %      | .....     | % ONLY | % ONLY      |
|                    | A3.3           | Time Related                                                                                                                                                                               | %      | .....     | % ONLY | % ONLY      |
| 8.8                | A4             | <b>Temporary Works</b>                                                                                                                                                                     |        |           |        |             |
| 8.8.4              | A4.1           | Location and protection of existing services                                                                                                                                               |        |           |        |             |
| 8.8.4.1            | A4.1.1         | Provision for detecting devices for:                                                                                                                                                       |        |           |        |             |
|                    |                | .01 Water and sewer pipes & Electrical and other cables                                                                                                                                    | PC Sum | 50,000    |        | R 50,000.00 |
|                    |                | .02 Attendance and profit                                                                                                                                                                  | %      | 50,000    |        |             |
| 8.8.4.2            | A4.2           | Alterations and repairs to existing services for:                                                                                                                                          |        |           |        |             |
|                    |                | .01 Water and sewer pipes                                                                                                                                                                  | PC Sum | 50,000    |        | R 50,000.00 |
|                    |                | .02 Attendance and profit                                                                                                                                                                  | %      | 50,000    |        |             |
|                    |                | .03 Electrical and other cables                                                                                                                                                            | PC Sum | 20,000    |        | R 20,000.00 |
|                    |                | .04 Attendance and profit                                                                                                                                                                  | %      | 20,000    |        |             |
| 8.8.4.3            | A5             | <b>Hand excavation necessary for locating and exposing existing services in all materials</b>                                                                                              |        |           |        |             |
|                    |                | .01 In roadways                                                                                                                                                                            | m³     | 50        |        |             |
|                    |                | .02 In all other areas                                                                                                                                                                     | m³     | 250       |        |             |
| 8.9                | A6             | <b>Additional Tests</b>                                                                                                                                                                    |        |           |        |             |
|                    |                | .01 Additional test required by Engineer                                                                                                                                                   | PC Sum | 50,000    |        | R 50,000.00 |
|                    |                | .02 Attendance and profit                                                                                                                                                                  | %      | 50,000    |        |             |
| <b>SANS 1200 A</b> | <b>A7</b>      | <b>Establish facilities on Site</b>                                                                                                                                                        |        |           |        |             |
| 8.3.2.2            | A7.1           | Facilities for the Contractor including offices, storage sheds, ablution and latrine facilities, tools and equipment, water supplies, electric power, communication, setting out of works. | Sum    | 1         |        |             |
| Carried forward    |                |                                                                                                                                                                                            |        |           |        |             |

|                                    |      |                                                      |        |         |  |              |
|------------------------------------|------|------------------------------------------------------|--------|---------|--|--------------|
| Brought forward                    |      |                                                      |        |         |  |              |
| 8.3.2.1                            | A7.2 | Facilities for the Engineer:                         |        |         |  | R 150,000.00 |
|                                    |      | .01 Offices and housing for Engineers Representative | PC Sum | 150,000 |  |              |
|                                    |      | .02 Attendance and profit                            | %      | 150,000 |  |              |
| 8.3.2.1                            | A7.3 | Supply and erect Contract Nameboard                  | Sum    | 1       |  |              |
| 8.3.4                              | A7.4 | Removal of Site Establishment                        | Sum    | 1       |  |              |
| TOTAL SECTION A CARRIED TO SUMMARY |      |                                                      |        |         |  |              |

**SECTION B: WATER NETWORK**

| ITEM NO         | PAYMENT CLAUSE           | DESCRIPTION                                                                                    | UNIT               | QUAN-TITY | RATE | AMOUNT    |
|-----------------|--------------------------|------------------------------------------------------------------------------------------------|--------------------|-----------|------|-----------|
| B1.1            | 1200 C<br>8.2.1          | Clear and grub vegetation and trees of girth up to 1 m                                         | m <sup>2</sup>     | 4,173     |      |           |
| B1.2            | 8.2.2                    | <b>Remove and grub trees and tree stumps of girth</b>                                          |                    |           |      |           |
|                 |                          | <b>Over and Up to</b>                                                                          |                    |           |      |           |
|                 |                          | .01 1 m 2 m                                                                                    | No                 | 1         |      | RATE ONLY |
|                 |                          | .02 2 m 3 m                                                                                    | No                 | 1         |      | RATE ONLY |
| B1.3            | 8.2.6                    | Clear hedge or fence or both, where not scheduled separately                                   | m                  | 150       |      |           |
| B1.4            | 8.2.8                    | Demolish and remove various surfaced areas:                                                    |                    |           |      |           |
| B1.4.1          |                          | Concrete                                                                                       | m <sup>2</sup>     | 50        |      |           |
| B1.4.2          |                          | Block Paving                                                                                   | m <sup>2</sup>     | 100       |      |           |
| B1.4.3          |                          | Bituminous Surfaces                                                                            | m <sup>2</sup>     | 72        |      |           |
| B1.4.4          |                          | Grouted Stone Pitching (Concrete, Class 15 Mpa/19 mm)<br>100mm thickness in Stormwater Channel | m <sup>2</sup>     | 122       |      |           |
| B1.5            | 8.2.9                    | Transport materials and debris to unspecified sites and dump (Provisional)                     | m <sup>3</sup> .km | 64        |      |           |
| B1.6            | 8.2.10                   | Remove topsoil to nominal depth of 150 mm and stockpile                                        | m <sup>2</sup>     | 626       |      |           |
| <b>B2</b>       | SANS<br>1200 DB          | <b>TRENCH EXCAVATION</b>                                                                       |                    |           |      |           |
| B2.1            | DB 8.3.2                 | Excavate in all materials for trenches, backfill, compact and dispose of surplus material for: |                    |           |      |           |
|                 |                          | Watermains of:                                                                                 |                    |           |      |           |
| B2.1.1          | 8.3.2                    | Pipes up to 160 mm dia for depths:                                                             |                    |           |      |           |
|                 |                          | <b>Over and Up to</b>                                                                          |                    |           |      |           |
|                 |                          | .01 0,0 m 1,0 m                                                                                | m                  | 4,173     |      |           |
|                 |                          | .02 1,0 m 2,0 m                                                                                | m                  | 1         |      | RATE ONLY |
| B2.1.2          | SANS<br>1200 DB<br>8.3.2 | Pipes over 160 mm dia and up to 315 mm dia for depths:                                         |                    |           |      |           |
|                 |                          | <b>Over and Up to</b>                                                                          |                    |           |      |           |
|                 |                          | .01 0,0 m 1,0 m                                                                                | m                  | 1         |      | RATE ONLY |
|                 |                          | .02 1,0 m 2,0 m                                                                                | m                  | 1         |      | RATE ONLY |
| Carried forward |                          |                                                                                                |                    |           |      |           |

|                 |                 |                                                                                                                                                                        |                |       |  |           |
|-----------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------|--|-----------|
| Brought forward |                 |                                                                                                                                                                        |                |       |  |           |
| B2.2            | PS DB<br>8.3.2  | <b>Labour Intensive Excavation</b><br><br>Excavation by Labour intensive methods in all materials for trenches, backfill, compact and dispose of surplus material for: |                |       |  |           |
| B2.2.1          |                 | Pipes up to 315 m dia for depths:                                                                                                                                      |                |       |  |           |
|                 |                 | <b>Over and Up to</b>                                                                                                                                                  |                |       |  |           |
|                 |                 | .01 0,0 m 1,0 m                                                                                                                                                        | m              | 1     |  |           |
|                 |                 | .02 1,0 m 1,5 m                                                                                                                                                        | m              | 1     |  | RATE ONLY |
| B2.2.2          |                 | Extra over Items B2.1 to B2.2 for:                                                                                                                                     |                |       |  |           |
| B2.2.2.1        |                 | Intermediate excavation                                                                                                                                                | m <sup>3</sup> | 835   |  |           |
| B2.2.2.2        |                 | Hard rock excavation                                                                                                                                                   | m <sup>3</sup> | 2,504 |  |           |
| B2.2.3          |                 | Excavate and dispose of unsuitable material from trench bottom (provisional)                                                                                           | m <sup>3</sup> | 1,920 |  |           |
| B2.3            |                 | <b>Waterlogged trench</b>                                                                                                                                              |                |       |  |           |
| B2.3.1          |                 | 19 mm crushed stone in trench bottom                                                                                                                                   | m <sup>3</sup> | 1     |  | RATE ONLY |
| B2.3.2          |                 | Geotextile "kaymat U14" or equally approved                                                                                                                            | m <sup>2</sup> | 1     |  | RATE ONLY |
| B2.4            |                 | <b>Excavation ancillaries</b>                                                                                                                                          |                |       |  |           |
| B2.4.1          | 8.3.3.1         | Make up deficiency in backfill material:                                                                                                                               |                |       |  |           |
|                 |                 | .01 From other necessary excavations on Site                                                                                                                           | m <sup>3</sup> | 288   |  |           |
|                 |                 | .02 By importation from commercial or off-site sources selected by Contractor                                                                                          | m <sup>3</sup> | 802   |  |           |
| B2.4.1.3        | 8.3.3.3         | Compaction in road reserves                                                                                                                                            | m <sup>3</sup> | 324   |  |           |
| B2.4.2          | 8.3.4           | Particular items:                                                                                                                                                      |                |       |  |           |
| B2.4.2.1        |                 | Shore trench opposite structure or service                                                                                                                             | m              | 35    |  | RATE ONLY |
| B2.5            | SANS<br>1200 DB | <b>Existing services that intersect or adjoin a trench</b>                                                                                                             |                |       |  |           |
| B2.5.1          | 8.3.5           | Services that intersect a trench:                                                                                                                                      |                |       |  |           |
|                 |                 | .01 Watermains up to 200 mm dia                                                                                                                                        | No             | 28    |  |           |
|                 |                 | .02 Sewers up to 200 mm dia                                                                                                                                            | No             | 5     |  |           |
|                 |                 | .03 Stormwater pipes 300 mm to 600 mm dia                                                                                                                              | No             | 2     |  |           |
|                 |                 | .04 Cables                                                                                                                                                             | No             | 4     |  |           |
| B2.5.2          |                 | Services that adjoin a trench:                                                                                                                                         |                |       |  |           |
|                 |                 | .01 Watermains up to 200 mm dia                                                                                                                                        | m              | 4,173 |  |           |
|                 |                 | .02 Sewers up to 200 mm dia                                                                                                                                            | m              | 687   |  |           |
|                 |                 | .03 Cables                                                                                                                                                             | m              | 650   |  |           |
| Carried forward |                 |                                                                                                                                                                        |                |       |  |           |

|                 |                    |                                                                                                                                                                     |                |     |             |             |
|-----------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----|-------------|-------------|
| Brought forward |                    |                                                                                                                                                                     |                |     |             |             |
| B2.6            | 1200 D             | <b>Location of existing services:</b>                                                                                                                               |                |     |             |             |
| B2.6.1          | PSD8.3.8.1         | Excavate by hand in soft material to expose services                                                                                                                | m <sup>3</sup> | 220 |             |             |
| B2.6.2          | 8.3.8.2            | Protection of existing services                                                                                                                                     | Prov Sum       |     | R 50,000.00 | R 50,000.00 |
| B2.7            | 1200 DB            | <b>Finishing</b>                                                                                                                                                    |                |     |             |             |
| B2.7.1          | 8.3.6.1            | Reinstate Road Crossings layerwork, complete with 30mm Asphalt, existing road layer works, selected backfill and 10% soilcrete as per drw T-007 (typical details 2) | m <sup>2</sup> | 72  |             |             |
| B2.7.1.1        |                    | Grass on shoulders                                                                                                                                                  | m <sup>2</sup> | 1   |             | RATE ONLY   |
| B2.7.1.2        |                    | Gravel on roads                                                                                                                                                     | m <sup>2</sup> | 252 |             |             |
| B2.7.1.3        |                    | Concrete of thickness 100 mm in driveway (removed as measured under Item B1.4.1)                                                                                    | m <sup>2</sup> | 50  |             |             |
| B2.7.1.4        |                    | Segmented paving of thickness 50 mm in driveway (removed as measured under Item B1.4.2)                                                                             | m <sup>2</sup> | 100 |             |             |
| B2.7.1.5        |                    | Reinstate hedge or fence or both as measured under item B1.3                                                                                                        | m              | 150 |             |             |
| B2.7.1.6        |                    | Grouted Stone Pitching (Concrete, Class 15 Mpa/19 mm) 100mm thickness in Stormwater Channel (removed as                                                             | m              | 122 |             |             |
| <b>B3</b>       | SANS 1200 LB       | <b>BEDDING (PIPES)</b>                                                                                                                                              |                |     |             |             |
| B3.1            | LB8.1.3<br>LB8.1.5 | Provision of bedding from trench excavation within 0,5 km:                                                                                                          |                |     |             |             |
|                 |                    | .01 Selected granular material                                                                                                                                      | m <sup>3</sup> | 1   | R 150.00    | RATE ONLY   |
|                 |                    | .02 Selected fill material                                                                                                                                          | m <sup>3</sup> | 1   | R 150.00    | RATE ONLY   |
| B3.2            | 8.2.2              | Supply only of bedding by importation:                                                                                                                              |                |     |             |             |
| B3.2.1          | 8.2.2.1            | From other necessary excavations within 0,5 km:                                                                                                                     |                |     |             |             |
|                 |                    | .01 Selected granular material                                                                                                                                      | m <sup>3</sup> | 1   | R 160.00    | RATE ONLY   |
|                 |                    | .02 Selected fill material                                                                                                                                          | m <sup>3</sup> | 1   | R 160.00    | RATE ONLY   |
| B3.2.2          | 8.2.2.3            | From commercial sources:                                                                                                                                            |                |     |             |             |
|                 |                    | .01 Selected granular material                                                                                                                                      | m <sup>3</sup> | 752 |             |             |
|                 |                    | .02 Selected fill material                                                                                                                                          | m <sup>3</sup> | 501 |             |             |
| B3.3            | 8.2.3              | Concrete bedding cradle                                                                                                                                             | m <sup>3</sup> | 3   | R 4,000.00  | RATE ONLY   |
| B3.4            | 8.2.4              | Encasing of pipes in concrete                                                                                                                                       | m <sup>3</sup> | 5   |             |             |
| Carried forward |                    |                                                                                                                                                                     |                |     |             |             |

|                 |                         |                                                                                                                                                                 |    |       |  |           |
|-----------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-------|--|-----------|
| Brought forward |                         |                                                                                                                                                                 |    |       |  |           |
| <b>B4</b>       |                         | <b>MEDIUM PRESSURE PIPELINES</b>                                                                                                                                |    |       |  |           |
| B4.1            | SANS<br>1200 L          | <b>Pipework</b>                                                                                                                                                 |    |       |  |           |
| B4.1.1          | L8.1                    | Supply, lay, and bed (SANS 1200LB, Drawing As Shown)<br>flexible pipes complete with couplings and including<br>disinfection:                                   |    |       |  |           |
|                 |                         | <b>HDPE PN10:</b>                                                                                                                                               |    |       |  |           |
|                 |                         | .01 63 mm                                                                                                                                                       | m  | 1     |  | RATE ONLY |
|                 |                         | .02 75 mm                                                                                                                                                       | m  | 3,742 |  |           |
|                 |                         | .03 90 mm                                                                                                                                                       | m  | 1     |  | RATE ONLY |
|                 |                         | <b>PVC-M pipes Class 9:</b>                                                                                                                                     |    |       |  |           |
|                 |                         | .01 160 mm                                                                                                                                                      | m  | 431   |  |           |
| B4.2            | 8.2.2                   | Extra over Item B4.1.1 for the supplying, laying and bedding<br>of specials for HDPE PN10 pipes and PVC-M Class9 pipes<br>complete with couplings as scheduled: |    |       |  |           |
| B4.2.1          |                         | <b>Bends:</b>                                                                                                                                                   |    |       |  |           |
| B4.2.1          | SANS<br>1200 L<br>8.2.2 | .01 75mm COMPR ELBOW 90° PN10                                                                                                                                   | No | 55    |  |           |
|                 |                         | .02 90mm COMPR ELBOW 90° PN10                                                                                                                                   | No | 6     |  |           |
|                 |                         | .03 DN 160 mm 90° PVC-M Class 9                                                                                                                                 | No | 3     |  |           |
| B4.2.2          | 8.2.2                   | <b>COUPLINGS / REDUCERS:</b>                                                                                                                                    |    |       |  |           |
|                 |                         | 01 75 mm COMPR COUPLINGS                                                                                                                                        | No | 11    |  |           |
|                 |                         | 02 DN 110 mm x DN 75 mm PVC-M Class 9                                                                                                                           | No | 4     |  |           |
|                 |                         | 03 DN 160 mm x DN 110 mm PVC-M Class 9                                                                                                                          | No | 4     |  |           |
| B4.2.3          | SANS<br>1200 L<br>8.2.2 | <b>Tees:</b>                                                                                                                                                    |    |       |  |           |
|                 |                         | 01 75 mm COMPR EQ TEE PN10                                                                                                                                      | No | 35    |  |           |
|                 |                         | 02 90 mm COMPR EQ TEE PN10                                                                                                                                      | No | 2     |  |           |
|                 |                         | 03 DN 160 mm x DN 160 mm PVC-M Class 9                                                                                                                          | No | 1     |  |           |
| B4.3            | SANS                    | <b>Extra over Items B4.1.1 for the supplying, fixing and<br/>bedding of valves.</b>                                                                             |    |       |  |           |
| B4.3.1          | 1200 L<br>8.2.3         | <b>Resilient Seal (Gate) Valves:</b>                                                                                                                            |    |       |  |           |
|                 |                         | Socketed valves with non-rising spindles, complete with<br>handwheel.                                                                                           |    |       |  |           |
|                 |                         | 01 DN 80 mm                                                                                                                                                     | No | 21    |  |           |
|                 |                         | 02 DN 150 mm                                                                                                                                                    | No | 3     |  |           |
| B4.4            |                         | <b>Fire Hydrants:</b>                                                                                                                                           |    |       |  |           |
|                 |                         | Cut into and connect to newly installed hydrant tee,<br>including excavation, backfill, compaction, pipe<br>materials and specials.                             |    |       |  |           |
|                 |                         | 01                                                                                                                                                              | No | 8     |  |           |
| Carried forward |                         |                                                                                                                                                                 |    |       |  |           |

|                                    |              |                                                                                                                                                                                                                                            |    |     |  |  |
|------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----|--|--|
| Brought forward                    |              |                                                                                                                                                                                                                                            |    |     |  |  |
| B4.6                               | 8.2.13       | <b>Valve and hydrant chambers:</b>                                                                                                                                                                                                         |    |     |  |  |
| B4.6.1                             | L8.2         | Valve chamber according to Drawings                                                                                                                                                                                                        | No | 32  |  |  |
| B4.7                               | L8.9         | <b>Connect into existing AC main. (Excavate, backfill, dispose of surplus material cut into main, supply and install two long collar detachable joints, and all operations and materials necessary to complete connection to main of):</b> |    |     |  |  |
|                                    |              | 01 DN 75 mm                                                                                                                                                                                                                                | No | 2   |  |  |
| B4.8                               | L8.9         | <b>Connect into existing 200mm uPVC main. (Excavate, backfill, dispose of surplus material cut into main, supply and install all operations and materials necessary to complete connection to main of):</b>                                |    |     |  |  |
|                                    |              | 01 DN 200 mm                                                                                                                                                                                                                               | No | 4   |  |  |
| <b>B5</b>                          | SANS 1200 LF | <b>ERF CONNECTIONS (WATER)</b>                                                                                                                                                                                                             |    |     |  |  |
| B5.1                               | 8.2.1        | Provide erf connections complete:<br><br>For single residential erven complete shown on Drawing Typical Details, including excavation, backfill, compaction, pipe materials and specials:                                                  |    |     |  |  |
|                                    |              | 01 Short Single connection on 75mm                                                                                                                                                                                                         | No | 7   |  |  |
|                                    |              | 02 Long Single (25mm) connection on 75mm                                                                                                                                                                                                   | No | 8   |  |  |
|                                    |              | 03 Short Double connection on 75mm                                                                                                                                                                                                         | No | 38  |  |  |
|                                    |              | 04 Long Double connection on 75mm                                                                                                                                                                                                          | No | 34  |  |  |
|                                    | 8.2.4        | 05 Supply and install 15mm Meters complete with Couplings (Kent/Honeywell V110 KSM Domestic Water Meter)                                                                                                                                   | No | 159 |  |  |
| B5.2                               | 8.2.6        | Supply and install stop taps complete with special fittings.                                                                                                                                                                               | No | 159 |  |  |
| B5.3                               | 8.2.7        | Supply and install surface boxes                                                                                                                                                                                                           | No | 159 |  |  |
| B5.4                               | 8.2.8        | Connect to existing house connection                                                                                                                                                                                                       | No | 159 |  |  |
| B5.4                               |              | Supply and install Saddles ( Plasson or similar):                                                                                                                                                                                          |    |     |  |  |
|                                    |              | 01 75mm x 1                                                                                                                                                                                                                                | No | 87  |  |  |
|                                    |              | 02 75mm x 1 1/4"                                                                                                                                                                                                                           | No | 72  |  |  |
| B5.5                               | 8.2.8        | Markings or marker posts                                                                                                                                                                                                                   | No | 10  |  |  |
| E9.2                               | 8.1.1        | <b>Couplings (PN 10)</b><br><br>Supply and installation of couplings:                                                                                                                                                                      |    |     |  |  |
|                                    |              | .01 DN 75 restrained straight coupling, "Klamflex" or equal approved                                                                                                                                                                       | No | 12  |  |  |
| E9.3                               | 8.1.1        | <b>Adaptors (PN 10)</b><br><br>Supply and installation of adaptors:                                                                                                                                                                        |    |     |  |  |
|                                    |              | .01 DN 75 Flange Adaptors, "Klamflex" or equal approved                                                                                                                                                                                    | No | 6   |  |  |
| TOTAL SECTION B CARRIED TO SUMMARY |              |                                                                                                                                                                                                                                            |    |     |  |  |

**SECTION C: EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON EPWP**

| ITEM NO                                   | PAYMENT CLAUSE     | DESCRIPTION                                                                                                                                                                                                                                                                                          | UNIT   | QUAN-TITY | RATE | AMOUNT       |
|-------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|------|--------------|
| C                                         |                    | <b><u>EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EPWP INFRASTRUCTURE PROJECTS: NYS</u></b>                                                                                                                                                                                                      |        |           |      |              |
|                                           |                    | <b>PREAMBLES</b>                                                                                                                                                                                                                                                                                     |        |           |      |              |
|                                           |                    | Tenderers are advised to study the Additional Specifications SL: Employment and Training of Youth Workers on the Expanded, Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS), as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly. |        |           |      |              |
|                                           | <b>SL 11.04</b>    | <b>EMPLOYMENT OF YOUTH WORKERS</b>                                                                                                                                                                                                                                                                   |        |           |      |              |
|                                           | <b>SL 11.04.01</b> | .01 Employment of youth workers (Target 5 Youth)                                                                                                                                                                                                                                                     | PC Sum | 160,000   |      | R 160,000.00 |
|                                           | <b>SL 11.04.02</b> | .02 Profit and attendance                                                                                                                                                                                                                                                                            | %      | 160,000   |      |              |
|                                           | <b>C3 SL 11.05</b> | <b>PROVISION OF EPWP DESIGNED OVERALLS AND HARD</b>                                                                                                                                                                                                                                                  |        |           |      |              |
|                                           | <b>SL 11.05.01</b> | .01 Supply 2 x EPWP branded overalls and 1 x pair of safety boots and 1 x EPWP branded hard hat to youth workers                                                                                                                                                                                     | PC Sum | 35,000    |      | R 35,000.00  |
|                                           | <b>SL 11.05.02</b> | .02 Profit and attendance                                                                                                                                                                                                                                                                            | %      | 35,000    |      |              |
|                                           | <b>C4 SL 11.06</b> | <b>PROVISION OF SMALL TOOLS FOR YOUTH WORKERS</b>                                                                                                                                                                                                                                                    |        |           |      |              |
| C5                                        | <b>SL 11.06.01</b> | .01 Provide all youth workers with prescribed tools for their respective trades                                                                                                                                                                                                                      | PC Sum | 25,000    |      | R 25,000.00  |
|                                           | <b>SL 11.06.02</b> | .02 Profit and attendance                                                                                                                                                                                                                                                                            | %      | 25,000    |      |              |
|                                           | <b>SL 11.07</b>    | <b>APPOINTMENT OF YOUTH TEAM LEADER/S</b>                                                                                                                                                                                                                                                            |        |           |      |              |
|                                           | <b>SL 11.07.01</b> | .01 Appointment of Youth Team Leader/s for the duration of the contract                                                                                                                                                                                                                              | PC Sum | 10,000    |      | R 10,000.00  |
| C6                                        | <b>SL11.07.02</b>  | .02 Profit and attendance                                                                                                                                                                                                                                                                            | %      | 10,000    |      |              |
|                                           | <b>SL 11.08</b>    | <b>LIAISON WITH SERVICE PROVIDER</b>                                                                                                                                                                                                                                                                 |        |           |      |              |
|                                           |                    | .01 Liaising with the Service Provider and Social Facilitators                                                                                                                                                                                                                                       | hours  | 20        |      |              |
| <b>TOTAL SECTION C CARRIED TO SUMMARY</b> |                    |                                                                                                                                                                                                                                                                                                      |        |           |      |              |

**SECTION D: HEALTH AND SAFETY BILL OF QUANTITIES**

| ITEM NO         | PAYMENT CLAUSE | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | UNIT   | QUAN-TITY | RATE | AMOUNT   |
|-----------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|------|----------|
| <b>D</b>        |                | <b><u>HEALTH AND SAFETY</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |           |      |          |
|                 |                | <b>PREAMBLES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |           |      |          |
|                 |                | Note to Principal Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        |           |      |          |
|                 |                | Prior to pricing the principal contractor must familiarize him/herself with the Occupational Health and Safety Act No. 85 of 2014, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications.                                                                                                                                                                                                                                                   |        |           |      |          |
|                 |                | After pricing of the health and safety bill of quantities, the Contractor must sign the Certificate of Acquaintance as evidence that he is au fait regarding the contents, obligations and demands of the Occupational Health and Safety Act No. 85 of 2014, Construction Regulations 2014, other relevant Regulations and Standards as well as project specific Health & Safety specifications. Failure, by the Tenderer, to sign the Certificate of Acquaintance may result in the Tender being deemed non-responsive. |        |           |      |          |
| <b>1</b>        |                | <b>GENERAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |        |           |      |          |
| 1.1             |                | Allow for the necessary Workman's Compensation Fund or FEM contributions for the duration of the project with and including renewals                                                                                                                                                                                                                                                                                                                                                                                     | Sum    | 1         |      |          |
| 1.2             |                | Allow for the preparation and approval of project-specific H&S Plan & File [CR 7(1)(a)]                                                                                                                                                                                                                                                                                                                                                                                                                                  | Sum    | 1         |      |          |
| 1.3             |                | Allow for the implementation and maintenance of project-specific H&S Plan & File. [CR 7]                                                                                                                                                                                                                                                                                                                                                                                                                                 | Months | 6         |      |          |
| 1.4             |                | Allow for the appointment of a Full-Time Competent Construction Health & Safety Officer (SACPCMP Registered) to assist in the control of all health and safety related aspects on site as per [CR 8(5)]                                                                                                                                                                                                                                                                                                                  | Months | 6         |      |          |
| 1.5             |                | Provide for appointment of responsible and competent person/s to manage and supervise the works and administer and enforce health and safety on site as per [CR 8(1),(2), &(7)]                                                                                                                                                                                                                                                                                                                                          | Months | 6         |      |          |
| 1.6             |                | Allow for provision of telecommunication facilities for the appointed Construction Health & Safety Officer                                                                                                                                                                                                                                                                                                                                                                                                               | Months | 6         |      |          |
| 1.7             |                | Allow for provision of Basic Emergency Preparedness and Response equipment & at least Level 2 First Aider/s                                                                                                                                                                                                                                                                                                                                                                                                              | Months | 6         |      |          |
| <b>2</b>        |                | <b>Provide, supply and maintenance for <u>each</u> worker the following SANS approved personal protective equipment &amp; clothing as per the site-specific risk assessments:</b>                                                                                                                                                                                                                                                                                                                                        |        |           |      |          |
| 2.1             |                | Hard Hats (High Density polyethylene, & 6-point lining)                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | No.    | 10        |      |          |
| 2.2             |                | Overall/work suit (100% Cotton)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | No.    | 10        |      |          |
| 2.3             |                | Rain suits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No.    |           |      |          |
| 2.4             |                | Safety boots/shoes (Steel-Toe)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | No.    | 10        |      |          |
| Carried forward |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |        |           |      | RATE OLY |

|                                           |  |                                                                                                                                                                                           |       |       |  |          |
|-------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|--|----------|
| Brought forward                           |  |                                                                                                                                                                                           |       |       |  |          |
| 2.5                                       |  | Safety Gumboots (Steel-Toe)                                                                                                                                                               | No.   | 10    |  |          |
| 2.6                                       |  | Safety gloves                                                                                                                                                                             | No.   | 10    |  |          |
| 2.7                                       |  | Ear Plugs/Muffs                                                                                                                                                                           | No.   | 10    |  |          |
| 2.8                                       |  | Dust Mask (at least FF2 type)                                                                                                                                                             | No.   | 10    |  |          |
| 2.9                                       |  | Respiratory Protective Equipment                                                                                                                                                          | No.   | 10    |  |          |
| 2.10                                      |  | Safety goggles/ Eye Protective Equipment                                                                                                                                                  | No.   | 10    |  |          |
| 2.11                                      |  | High visibility reflective vests and/or bibs                                                                                                                                              | No.   | 10    |  |          |
| 2.12                                      |  | Personal Fall arrest and rescue equipment with and including life lines and associated equipment                                                                                          | No.   |       |  | RATE OLY |
| 2.13                                      |  | Temporary handrails, toe boards other than for access scaffolding                                                                                                                         | m     |       |  | RATE OLY |
| 2.14                                      |  | Temporary warning signs and symbols                                                                                                                                                       | No.   | 5     |  |          |
| 2.15                                      |  | SANS approved safety netting (orange color with minimum of 1,2 meters high)                                                                                                               | m     | 3,000 |  |          |
| <b>3</b>                                  |  | <b>HEALTH AND SAFETY EDUCATION</b>                                                                                                                                                        |       |       |  |          |
| 3.1                                       |  | Allow for HIV/AIDS awareness and Implementation programmes, including STI and TB                                                                                                          | Month | 6     |  |          |
| 3.2                                       |  | Allow for all compulsory health and safety awareness programme (e.g. Inductions, toolbox Talks, Safety Promotions, Risk Assessment, First Aid, Fire Fighting, H&S related training, etc.) | Sum   | 1     |  |          |
| <b>4</b>                                  |  | <b>ENVIRONMENTAL</b>                                                                                                                                                                      |       |       |  |          |
| 4.1                                       |  | Provide for adequate handling and storage of materials so as to minimize contamination of ground, air or water.                                                                           | Sum   | 1     |  |          |
| 4.2                                       |  | Provide for the adequate and safe collection and disposal of waste material from site by an approved method.                                                                              | Sum   | 1     |  |          |
| 4.3                                       |  | Provide Ablution Facilities and Eating Area for workers.                                                                                                                                  | Sum   | 1     |  |          |
| 4.4                                       |  | Provide for Fresh drinking water                                                                                                                                                          | Sum   | 1     |  |          |
| 4.5                                       |  | Provide for rehabilitation on completion of site areas and temporary access routes not covered by construction or landscaping specifications.                                             | Sum   | 1     |  |          |
| 4.6                                       |  | Provide for adequate dust control measure, including regular watering of access route                                                                                                     | Sum   | 1     |  |          |
| 4.7                                       |  | Provide for stockpiling of topsoil for re-use                                                                                                                                             | Sum   | 1     |  |          |
| 4.8                                       |  | Provide for an Environmental Officer or Responsible person to prepare and update Method Statements, conduct regular inspections, maintain records, and report to the Principal Agent.     | Sum   | 1     |  |          |
| <b>TOTAL SECTION D CARRIED TO SUMMARY</b> |  |                                                                                                                                                                                           |       |       |  |          |

**CERTIFICATE OF ACQUITTANCE WITH TENDER DOCUMENTS**

Name of Company\_\_\_\_\_

I/We\_\_\_\_\_

*Hereby certify that I/we acquainted ourselves with the Health and Safety Act 85 of 2014 as well as the Construction Regulations, 2014 and all conditions contained herein as laid down by the Client for the carrying out of construction work for which I/We submit our response.*

*I/We further agree that the State shall recognise no claim from me/us for relief based on allegations that I/We overlooked any tender requirements or failed to take into account the purpose of completing the documentation as required.*

Signed at\_\_\_\_\_ on this the\_\_\_\_\_ ay of\_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name In Block Letters

\_\_\_\_\_  
*For and on behalf of Principal Contractor*

\_\_\_\_\_  
*Principal Contractor: Signature*

\_\_\_\_\_  
*Name of Principal Contractor*

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**C2.3 Declaration (In respect of completeness of Tender)**

I/we, the undersigned, do hereby declare that these are the properly priced Bill of Quantities forming part C2.2 of this Contract Document containing 10 pages in consecutive order upon which my/our tender for

**TENDER NO. KH31/24/25: UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN  
POFADDER: PHASE 4**

has been based.

-----  
SIGNATURE OF TENDERER/S

-----  
DATE

## Part C3: Scope of Work

---

|                                                           | Pages            |
|-----------------------------------------------------------|------------------|
| <b>C3.1 Description of the Works .....</b>                | <b>102 - 103</b> |
| <b>C3.2 Engineering.....</b>                              | <b>104</b>       |
| <b>C3.3 Construction .....</b>                            | <b>105 - 112</b> |
| <b>C3.4 Management.....</b>                               | <b>113 - 117</b> |
| <b>C3.5 Client Health and Safety Specifications .....</b> | <b>118 - 148</b> |

**Status**

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

1. Drawings
2. Scope of Work (Parts C3.1, C3.3, and C3.4)
3. SANS Standardised Specifications

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**C3.1 Description of the Works**

|          | <b>CONTENTS</b>                          | <b>PAGES</b> |
|----------|------------------------------------------|--------------|
| C3.1.1   | General .....                            | 103          |
| C3.1.2   | Scope of Contract .....                  | 103          |
| C3.1.2.1 | Scope of Contract for Construction ..... | 103          |
| C3.1.3   | Description of the Site and Access ..... | 103          |

## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

## **C3.1 Description of the Works**

### **C3.1.1 General**

The Khâi-Ma Local Municipality proposes to upgrade the existing internal asbestos water reticulation in Pofadder..

### **C3.1.2 Scope of Contract**

#### **C3.1.2.1 Upgrading of the existing internal water reticulation network in Pofadder**

This portion of the work will include:

- Location/detection of existing infrastructure (AC Pipes, Sewer, Data).
- Replacement of existing internal asbestos water pipes with HDPE pipes and PVC-M pipes.
- Replacement of house connection.
- Installation of Valves and Fire Hydrants.
- EPWP labour intensive construction (where possible) and training.

### **C3.1.3 Description of the site and access**

- The site is located in the town of Pofadder and working areas are split into two main areas. One to the North of the N14 and one to the Southh of the N14.

## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

## **C3.2 Engineering**

### **DRAWINGS ISSUED WITH THIS DOCUMENT**

The following drawings are applicable to the contract and are issued with this tender document and will form part of the Contract Documents

| <b>DRAWING NO.</b>  | <b>SHORT DESCRIPTION</b>                |
|---------------------|-----------------------------------------|
| MSD022-00-C-T-001-0 | LAYOUT AND EXISTING SERVICES            |
| MSD022-00-C-T-002-0 | WATER RETICULATION LAYOUT- SHEET 1 OF 2 |
| MSD022-00-C-T-003-0 | WATER RETICULATION LAYOUT- SHEET 2 OF 2 |
| MSD022-00-C-T-004-0 | NODE LAYOUT                             |
| MSD022-00-C-T-005-0 | TYPICAL DETAILS (1 OF 2)                |
| MSD022-00-C-T-006-0 | TYPICAL DETAILS (2 OF 2)                |
| MSD022-00-C-T-007-0 | NAME BOARD                              |



|                                                                                   |                                                                                   |                                                                                     |                                                                                     |                                                                                     |                                                                                     |
|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| NEW 160MM CLASS 9 U-PVC                                                           | NEW 75MM HDPE PN10                                                                | COMPLETED SECTION                                                                   | EXISTING BULK SUPPLY LINE                                                           | ISOLATION VALVE                                                                     | HYDRANT                                                                             |
|  |  |  |  |  |  |

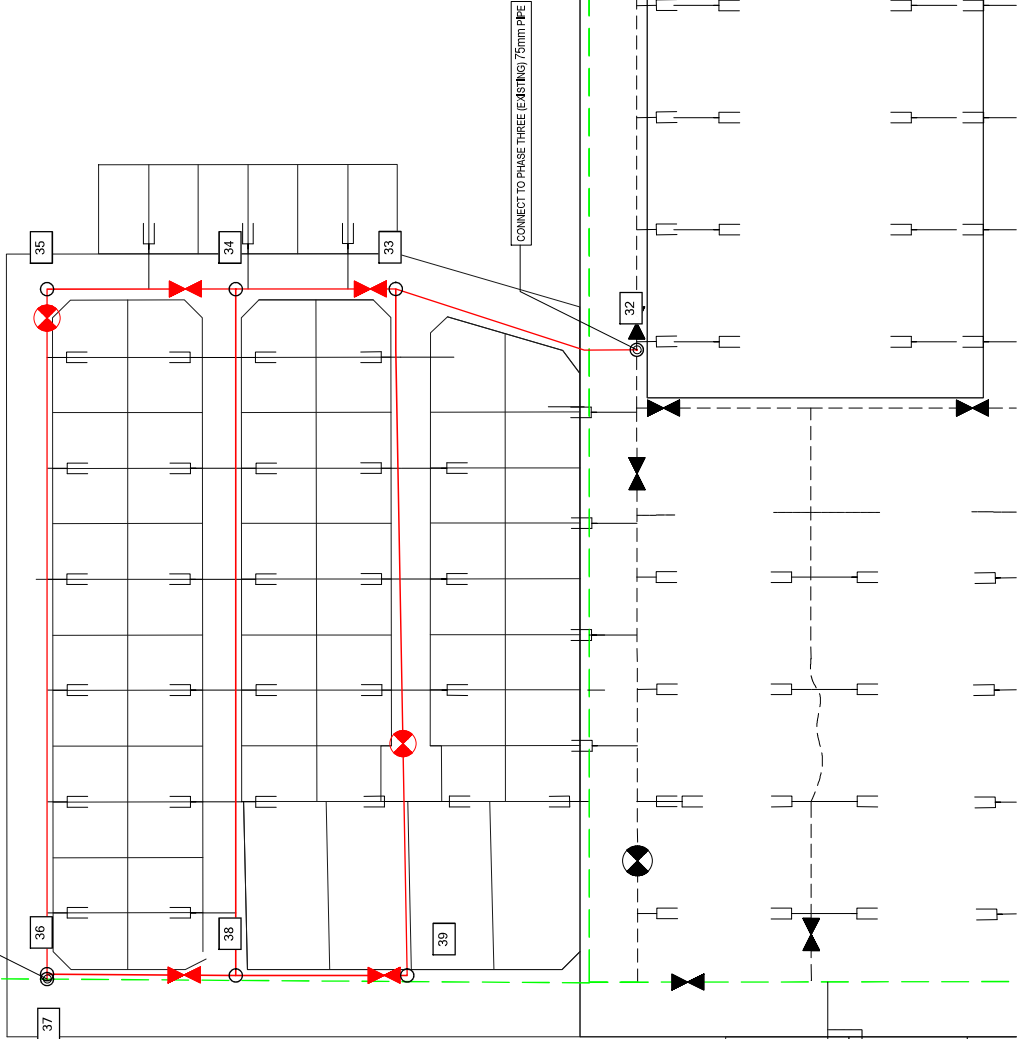


| <br><b>MINDSHAPE</b><br>DEVELOPMENTS<br><small>PTY LTD</small>                                                                                                                                                                                                                                                             | <br><b>KHALMA MUNICIPALITY</b> | <b>STATUS STAMP:</b><br><br><div style="border: 2px solid red; padding: 10px; text-align: center; color: red; font-weight: bold;">DRAWINGS FOR TENDER</div> | <table border="1"> <thead> <tr> <th>No.</th> <th>REMARKS</th> </tr> </thead> <tbody> <tr><td>01</td><td>ISSUED FOR TENDER PURPOSES</td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> |             | No.      | REMARKS    | 01       | ISSUED FOR TENDER PURPOSES |            |      |            |                  |            |      | <table border="1"> <thead> <tr> <th>CLIENT</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>KHALMA MUNICIPALITY</td> <td>2024/05/01</td> </tr> </tbody> </table> | CLIENT                                                                                                                                                                                                                                                                                                          | DATE                | KHALMA MUNICIPALITY | 2024/05/01 | <table border="1"> <thead> <tr> <th>PROJECT</th> <th>DRAWING DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>UPGRADING OF INTERNAL WATER RETICULATION NETWORK IN POFAADDER PHASE 4</td> <td>WATER RETICULATION LAYOUT SHEET 1 OF 2</td> </tr> </tbody> </table> | PROJECT | DRAWING DESCRIPTION | UPGRADING OF INTERNAL WATER RETICULATION NETWORK IN POFAADDER PHASE 4 | WATER RETICULATION LAYOUT SHEET 1 OF 2 |      |            |                                                                                                                                                                                                                                      |                |       |      |        |     |        |    |   |   |     |
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|                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                     |                                                                                                                                                             | No.                                                                                                                                                                                                                                                      | REMARKS     |          |            |          |                            |            |      |            |                  |            |      |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                     |                     |            |                                                                                                                                                                                                                                                                  |         |                     |                                                                       |                                        |      |            |                                                                                                                                                                                                                                      |                |       |      |        |     |        |    |   |   |     |
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| MS0022                                                                                                                                                                                                                                                                                                                                                                                                          | 00                                                                                                                  | C                                                                                                                                                           | T                                                                                                                                                                                                                                                        | 002         |          |            |          |                            |            |      |            |                  |            |      |                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                 |                     |                     |            |                                                                                                                                                                                                                                                                  |         |                     |                                                                       |                                        |      |            |                                                                                                                                                                                                                                      |                |       |      |        |     |        |    |   |   |     |

LEGEND

NEW 160MM CLASS 9 U-PVC      NEW 75MM HDPE PN10      COMPLETED SECTION      EXISTING BULK SUPPLY LINE      ISOLATION VALE      HYDRANT

LOWEST AVAILABLE COLUMNS  
CONTRACTOR TO CONFIRM PIPE  
LOCATION AND DIAMETER



WATER RETICULATION LAYOUT - PHASE 4



KHALAHA MUNICIPALITY

STATUS STAMP

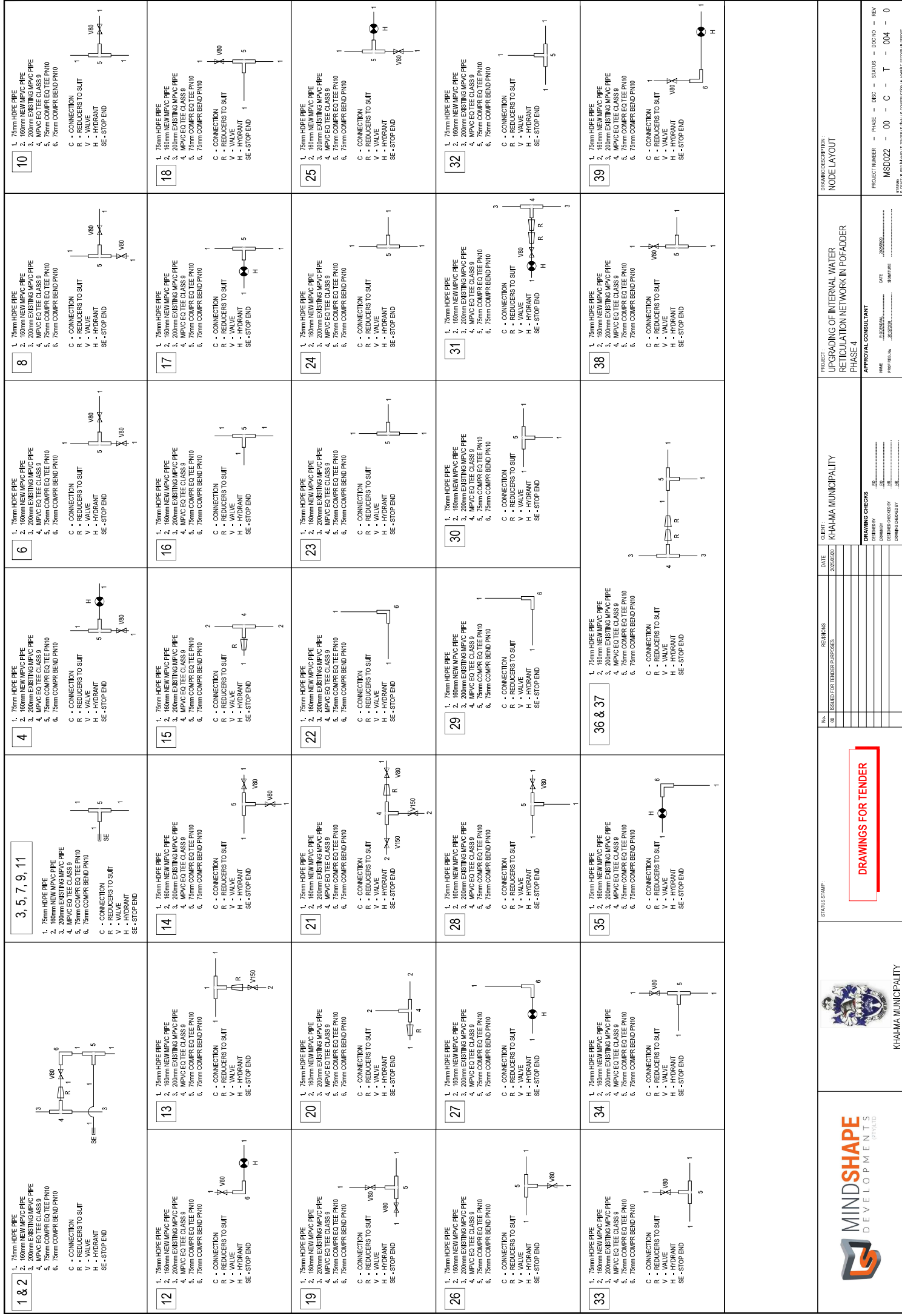
DRAWINGS FOR TENDER

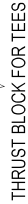
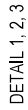
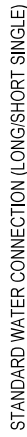
| No. | ISSUED FOR TENDER PURPOSES | REVISIONS | DATE       |
|-----|----------------------------|-----------|------------|
| 01  |                            |           | 2024/05/01 |

| CLIENT               |      |
|----------------------|------|
| KHALAHA MUNICIPALITY |      |
| NAME                 | DATE |
| DESIGNED BY          | DATE |
| DRAWING CHECKED BY   | DATE |

| PROJECT                                                               |      |
|-----------------------------------------------------------------------|------|
| UPGRADING OF INTERNAL WATER RETICULATION NETWORK IN POFAADDER PHASE 4 |      |
| NAME                                                                  | DATE |
| DESIGNED BY                                                           | DATE |
| DRAWING CHECKED BY                                                    | DATE |

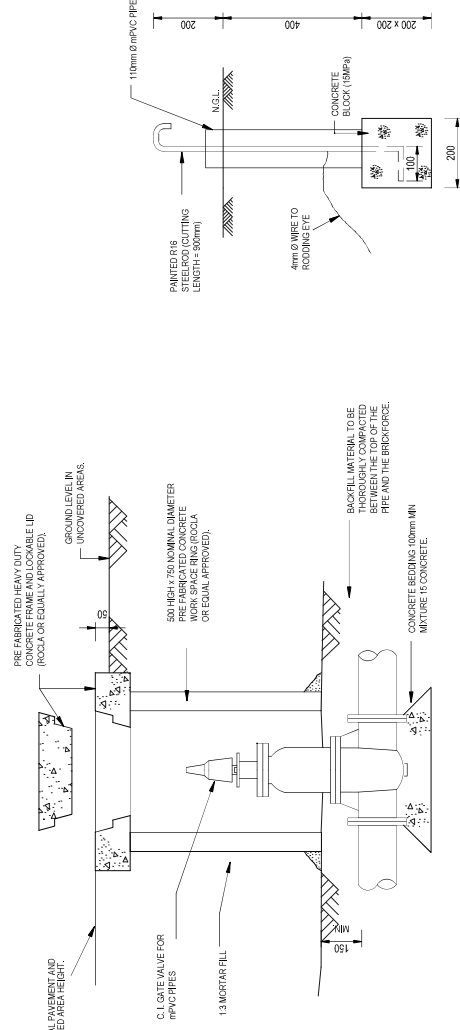
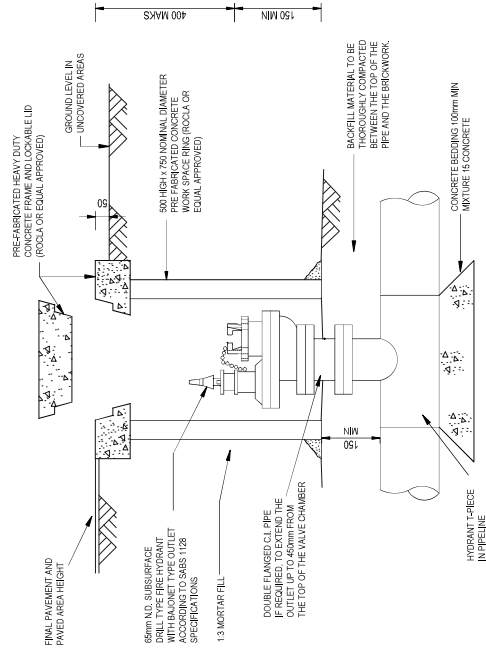
| DRAWING DESCRIPTION                    |                        |
|----------------------------------------|------------------------|
| WATER RETICULATION LAYOUT SHEET 2 OF 2 |                        |
| PROJECT NUMBER                         | MSD022                 |
| PHASE                                  | - 00 - C - T - 003 - 0 |





| PIPE<br>DIAMETER | X<br>(mm) | DEPTH<br>OF<br>BLOCK | Z<br>(mm) |
|------------------|-----------|----------------------|-----------|
| 300              | 1950      | 1200                 | 550       |
| 250              | 1625      | 1000                 | 420       |
| 200              | 1300      | 800                  | 350       |
| 150              | 1000      | 600                  | 275       |
| 100              | 630       | 400                  | 200       |
| 75               | 500       | 300                  | 150       |
| 50               | 325       | 200                  | 100       |

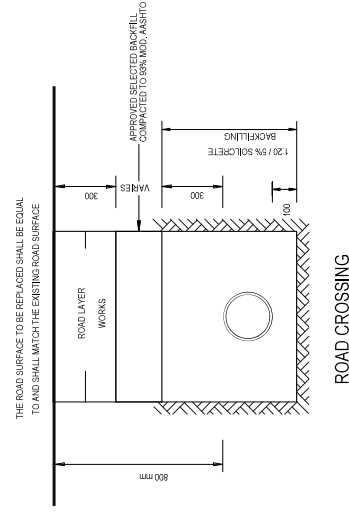
TO BE USED WHEN ALLOWABLE BEARING PRESSURE IS 40KPa OR MORE AND TEST PRESSURE HEAD IN PIPELINE IS 135m OR LESS.



## DETAIL - FIRE HYDRANT CHAMBER

DETAIL - VALVE CHAMBER  
(NOTE: REFER TO DRAWING SABS 1200L - L, VALVE CHAMBERS )

### DETAIL OF MARKER POST

[illegible]



# SIGN SUPPORTS

PROJECT NUMBER - PHASE - DISC - STATUS - DOC NO - REV  
MSD022 - 00 - C - T - 007 - 0

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**C3.3 Construction**

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## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

## **C3.3 CONSTRUCTION**

### **C3.3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are the **South African National of Standard Standardised for Civil Engineering Construction SANS 1200**.

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SANS 1200 shall form part of this Contract.

## **KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

#### **C3.3.2 PROJECT SPECIFICATIONS**

##### **C3.3.2.1 VARIATION AND ADDITIONAL CLAUSES TO THE STANDARD SPECIFICATION LISTED IN THE LIST OF SPECIFICATIONS**

#### **PSA PSA5 GENERAL (SANS 1200A) CONSTRUCTION**

##### **PSA5.1 Setting out of the Works**

The Contractor shall inform the Engineer of any conflict between the position of any part of the Works and an existing feature. The setting out of the Works is the Contractor's responsibility.

##### **PSA5.2 Accommodation of traffic**

The Contractor shall provide and maintain all temporary road signs, etc. that are necessary for the normal safe flow of traffic (vehicles and pedestrians).

##### **PSA5.3 Existing services**

All services shall be treated as live until proven otherwise. The Contractor shall not commence work in an area until proper arrangements have been made for supervision of the work by the relevant authority.

The Contractor shall give assistance to service authorities with the location, protection and relocation of services controlled by that authority.

#### **PSA7 TESTING**

##### **PSA7.1 Testing Principles**

Test results must comply with the minimum prescribed specifications and no statistical evaluations will be accepted

#### **PSA8 MEASUREMENT AND PAYMENT**

##### **PSA8.2 Dealing with storm water**

The cost of controlling storm water will be held to be included for in the tendered sums for Items and no separate payment will be made for this work.

##### **PSA8.3 Dealing with existing services**

Part of this projects scope of work is to locate the existing services on site and therefore no separate payment will be made for location of existing services.

- (i) All additional work to locate and expose the existing service if the existing service is situated further than 2.0 m from the position indicated, (i.e., excluding the initial work within 2.0 m from the indicated position).
- (ii) Work that is carried out by the Contractor with regard to existing services that are not indicated on the drawings and for which the Employer will carry the cost according to Sub clause 5.4.

##### **PSA8.4 Testing of Materials**

The Engineer reserves the right to carry out any test he deems necessary using commercial laboratories to ensure compliance of the materials supplied for use in the works with the requirements of the applicable SANS 1200 specification, or to ensure that the standard of workmanship meets the requirements of the Specification.

In the event of these check tests not meeting the requirements of the Specification, the cost of such tests shall be for the Contractor's account. If the tests meet with the requirements of the Specification, the Contractor will be required to pay the account of the laboratory concerned, but such payments will be recoverable under the provisional sum allowed for in the Bills of Quantities. The Contractor's tendered mark-up must allow for arranging the necessary testing and for payment, if applicable, through the contract.

**PSA8.6 Miscellaneous**

An item, which, in the payment clause column of the Bills of Quantities, refers to this clause (PSA8-5), will be measured in the unit scheduled. Any item omitted, the sum or rate for such item shall cover the cost of all material, labour and plant to execute and complete the work as specified, described in the Bills of Quantities or shown on the drawing(s). Any items omitted in the schedule to complete the work successfully must either be allowed for in the rate or a separate item should be entered if so required.

**PSA8.8 Temporary Works**

**PSA8.8.1 Main Access to Site**

Add the following:

There will be no payment for the construction of a temporary gravel road or the maintenance of the existing road the site. The contractor must make sure that any costs to access the site is included in items in the Bill of Quantities of the contract data.

**ENGINEERS OFFICE (SANS 1200AB)**

**PSAB3 MATERIALS**

**PSAB3.1 Facilities for the Engineer**

**a) Name boards**

The Contractor shall supply and erect, to the satisfaction of the Engineer, one project board as shown on relevant drawings.

**PSAB4 PLANT**

**PSAB4.1 Survey equipment**

The Contractor shall provide the following survey equipment for use by the Engineer.

- a) Automatic level with tripod and staff
- b) All steel and wood pegs, concrete, hammers, picks, etc. that the Engineer may require.
- c) Steel tape of length 50 m.
- d) Measuring wheel
- e) At least one survey assistants
- f) Safety and Medical Emergency Equipment etc.

**PSC SITE CLEARANCE  
PSC5 CONSTRUCTION  
PSC5.1 Disposal of material (Sub clause 3.1)**

Material obtained from demolishing and unwanted excavated material, shall be disposed of away from the site as indicated by the engineer.

---

PSDB  
PSDB3  
PSDB3.1      **EARTHWORKS (PIPE TRENCHES)  
MATERIAL  
Method of classifying (Sub clause 3.1.1)**

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of the materials. In the first instance the classification will be based on inspection of the material to be excavated and on the criteria given in PSD3.2.

PSDB3.2      **Classification of excavation (Sub clause 3.1.2)**

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

a)      **Hard rock excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting or be in material, which cannot be excavated by a loader/backhoe or by a scraper without prior ripping.

b)      **Intermediate excavation**

The excavation in the decomposed granite or calcrete type material that can be excavated without blasting or wedging, but not classified as hard rock, shall be treated as intermediate material.

c)      **Soft excavation**

Soft excavation shall be all material not falling into the category of hard rock or calcrete excavation.

PSDB 3.3      **Selected Granular Material**

Add the following:

"Where appropriate materials for backfilling is available in layers of 150 millimetres or more, the materials will be separated from the other materials for backfilling.

PSDB 3.5      **Backfilling Material**

PSDB 3.5.2      **Disposal of Surplus Material**

Add the following:

The Engineer will decide which materials are unsuitable for backfilling. The rest of the materials must be disposed at a site as indicated by the engineer

**PSDB5 CONSTRUCTION**

**PSDB5.2 Minimum Base Widths**

| <u>Outside diameter of pipe, mm</u> |           | <u>Side allowance on both sides, mm</u> |
|-------------------------------------|-----------|-----------------------------------------|
| <u>Above</u>                        | <u>To</u> | <u>Sides mm</u>                         |
| -                                   | 125       | 300                                     |
| 125                                 | 700       | 300                                     |
| 700                                 | 1000      | 400                                     |
| 1000                                | 2000      | 500                                     |
| 2000                                | -         | 600                                     |

**PSDB5.3 Existing services**

The Contractor shall bear the full cost of the repairs to any existing services damaged because of the Contractors.

**PSDB5.4 Dust**

The Contractor is responsible for the control of excessive dusty conditions due to the construction procedures. The Contractor shall also be held responsible for any claims that might arise. The Contractor to allow for regular watering of areas to control dust.

**PSDB5.9 Road Traffic Control**

Add the following to D5.1.6

- Sufficient road signs must be erected in such a way the motorists will be warned in time of works, e.g. at the closing of a street sufficient signs to direct traffic must be erected at the preceding intersection.
- Bypasses and/or road signs shall be provided and/or erected at all locations where the free flow of traffic is obstructed and shall be approved by the Engineer before the commencement of construction. Where main roads are crossed, detours and temporary traffic signs must be provided as shown on the attached drawings.
- Where a trench crosses a street or any place where a trench crosses the direction of traffic flow, drums must be placed in the street and not just along the sides of the street with danger tape in between.
- Danger tape must be put up between drums and tied around the drums.
- Drums must be filled with stones. The spacing of drums must be in such a way (maximum 5m) that they are visible from all directions.
- Sufficient safety measures must be utilized for pedestrians.

**PSDB5.10 Areas subject to traffic loads (Subclasses 3.5(b) and 5.7.2)**

All trenches within the road reserves will be considered to be subject to traffic loads and the backfill material and compaction in these trenches shall comply with the requirements of Sub clauses 3.5(b)

**PSDB5.11 Suitable backfill material**

It is likely that some of the material excavated from the trenches will not comply with Sub clauses 3.5 and 4.6.2. Suitable material from other sections along the pipe route may be used to complete the backfilling to these trenches. The unsuitable material shall be removed from site and spoiled at the designated spoil site as indicated by the Engineer.

**PSDB7 TESTING**

**PSDB7.1 Testing and compaction of backfill to trenches and reinstatement of surfaces (Sub-Clause 7.1)**

The Contractor must furnish the Engineer with compaction tests results to prove that the compaction complies with the prescribed density. No single test result, which is below the specified density, will be accepted.

**PSDB8 MEASUREMENT AND PAYMENT**

**PSDB8.1 Excavation (Sub Clause 8.3.2)**

The rates for excavation shall include the cost of battery of deep excavations to comply with the latest OSH Act. The rates for excavation of trenches shall also cover all costs of density testing to be borne by the Contractor as specified in PSDB7.1 and the provision of suitable backfill material from other excavations where required.

**PSL MEDIUM-PRESSURE PIPELINES (SANS 1200 L)**

**PSL3 MATERIALS**

**PSL3.1 General**

The water pipeline shall be the Black HDPE type, PN 10 with HDPE PN16 fittings. **"No joints may be glued or welded"**, Proof of SANS certificates must be provided beforehand in which the quality of the pipes is confirmed. Quantities of different types and classes of pipe must be confirmed with the Engineer before final quantities are ordered.

**PSL3.3 STEEL-, CAST IRON AND METAL PIPES AND SPECIALS**

**PSL3.3.1 General**

The working pressure for a special shall not be less than the highest working pressure in any adjacent pipe or fitting.

All steel, cast iron and metal parts of pipes and fittings which are installed underground must be wrapped with "Denso inner and outer uPVC tape" or similar approved material which is approved by the Engineer. All steel pipe pieces which are provided with screw-thread must be produced from stainless steel type 316.

All steel pipes and steel accessories shall be "hot dip galvanised" as by the standard SANS 763 specifications prescribed.

**PSL3.8.3 Flanges and Accessories**

Add the following:

Flanges shall comply with SABS 1123 and have a minimum working pressure of 1 600 kPa, except where otherwise indicated. Holes shall be drilled to Table 16 SABS 1123.

Any item of pipe work or special or valve, of which the flanges are incorrectly drilled, will be rejected. The reaming of bolt-holes to oversized dimensions to enable a particular item to fit will not be allowed.

All flanges shall be provided complete with bolts, nuts, washers and rubber O-rings or fibre insertions, as appropriate. Compressed asbestos fibre insertions shall be not less than 1, 5 mm thick and shall comply with BS 2815 Grade B.

**PSL3.8.4 Loose Flanges**

Add the following:

"Bolts and nuts must be of electroplated steel type and must comply with the applicable requirements of SANS 135."

**PSL4 PLANT**

**PSL 4.3 TESTING**

**PSL 4.3.1 Add the following:**

The contractor must see to it that all test apparatus must be in a safe working condition. Calibration certificates of the pressure meters must be provided before any tests are accepted. The contractor must make his own arrangements to get water for testing. All water costs for testing purposes must be included in the rate for the installation of the pipes.

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**PSLB BEDDING (PIPES) (SANS LB)**

**PSLB3 MATERIALS**

**PSLB3.1 Bedding (Sub Clause 3.3)**

The bedding will be of the Class C type. It is foreseen that most of the Bedding and Blanket materials will be imported due to the poor quality of the materials from excavations.

**PSLB8 MEASUREMENT AND PAYMENT**

**PSLB8.1 Volume of bedding material (Sub Clause 8.1.3)**

The volume of imported bedding material will be measured net, excluding the volume occupied by the pipe.

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C3.4 Management

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## **KHÂI-MA MUNICIPALITY**

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### **UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4**

## **C3.4 Management**

### **C3.4 MANAGEMENT** **C3.4.1 CONSTRUCTION PROGRAMME** **C3.4.1.1 Format**

The programme will be set up in collaboration with the Engineer:

In addition to the requirements of Sub-Clause 15 (3) of the General Conditions of Contract, the Contractors programme shall:

- i) be in a bar chart form
- ii) show the various activities related to a time-chart indicating the sequence of performing the works comprising the contract.
- iii) indicate critical path activities

### **C3.4.1.2 Allowances**

The Contractors programme shall take the following into consideration:

- i) expected weather conditions
- ii) special non-working days as stipulated in the Contract Data

### **C3.4.2 PROCEDURES DURING CONSTRUCTION**

The Contractor to supply, keep up to date and keep the following documents on site on a daily basis:

**C3.4.2.1** A full set of the latest construction drawings to be on site permanently for use by the Engineer and others.

**C3.4.2.2** The Contractor to supply and keep on site and A4 triplicate site instruction book.

**C3.4.2.3** The Contractor to supply an A4 duplicate diary on site. The Contractor to keep daily diary with at least the following information.

- Weather condition
- Record of any accidents and detail
- Record of construction activities of the day
- Information of any strikes
- Any other relevant information

### **C3.4.3 SITE FACILITIES AVAILABLE**

#### **C3.4.3.1 Source of Water Supply**

The Contractor is to make his own arrangements for the supply of water. Water is available from the municipality's water network. The Municipality does not guarantee the sufficiency or continuity of the supply and no claims will be considered in this regard. The Contractor will be held responsible for any wastage of water due to negligence.

#### **C3.4.3.2 Source of Power Supply**

The Contractor is to make his own arrangement for the supply of power.

#### **C3.4.3.3 Location of Camp and Depot**

The Contractor must make his own arrangements for a campsite. The Contractor shall make his own arrangements for the accommodation of labour.

**C3.4.3.4 Spoil Sites**

No indiscriminate spoiling of material will be allowed. All unsuitable surplus material shall be removed from the site and to a suitable spoil site indicated by the Engineer.

**C3.4.4 ABNORMAL RAINFALL**

Refer to Contract Data – C1.2

**C3.4.5 TIME RELATED ITEMS (Sub-Clause 8.2.2)**

An approved extension of time (other than an extension of time granted in terms of Clause 12(8) of the Special Conditions of Contract) will entitle the Contractor to submit a claim for additional payment. Any such approved additional payment will be made for proven additional costs for each relevant time related item but will be limited to a maximum amount determined from the sum tendered for such item and from the designated operation, the period stated for the completion of the item or the tendered contract period, as applicable.

**C3.4.6 PROJECTBOARD (Sub-Clause 3.2.1)**

The Contractor must make provision for two (2) project boards as per the drawings bound in this document.

**C3.4.7 PROTECTION FROM STORMS AND FLOODS**

The sum allowed for in the Bills of Quantities shall be deemed to be full compensation for any damage to the Works due to storms, rain, floods, stormwater or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on the Site.

**C3.4.8 EXISTING SERVICES**

The Engineer will provide information regarding the location of the existing pipelines and connections, but:

The Engineer does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing connections before commencing construction to ensure that no damage is done to any existing pipes or fittings.

The Contractor shall take all reasonable precautions to protect existing pipeline/services during construction and during relocation of such services.

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer.

Whenever services are encountered which interfere with the execution of the Works and which require be moving and relocating, the Contractor shall advise the Engineer who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be classed and paid for as "Daywork" as prescribed in the General Conditions of Contract.

The Contractor shall work in close co-operation with personnel of the Municipality controlling services, which have to be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services, which have to be carried out, by the Board or controlling authorities themselves. The Contractor is to make allowance in his programme for this contingency.

Where services have to be removed or relocated or protected the Engineer will at the request of the Contractor, notify or negotiate with the Municipality or authorities controlling those services, but the Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations. The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

#### **C3.4.9 ACCOMMODATION OF TRAFFIC AND PUBLIC ACCESS**

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times take the necessary care to protect the public and to facilitate the traffic flow.

#### **C3.4.10 SETTING OUT OF WORKS**

All setting out required to carry out the work shall be undertaken by the Contractor. Setting out of the Works to be priced for in the item provided.

#### **C3.4.11 SANITARY CONDITIONS**

The Contractor shall ensure that, during the period of construction, sanitary conditions prevail on the site and surrounding areas. Unhygienic behaviour that may cause contamination of the works or the surrounding area is strictly prohibited.

#### **C3.4.12 CONSTRUCTION IN CONFINED AREAS**

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the Contractor's construction plant. However, the Contractor shall note that measurement and payment will be only in accordance with the specified cross-sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at or around obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

#### **C3.4.13 DENSITY TESTS / CONCRETE CUBES**

The Contractor shall carry out his own density tests on each compacted layer and these tests shall be submitted to the Engineer for scrutiny and approval before commencing with the construction of the following item.

The Contractor also needs to do his own concrete cube tests, which is to be handed to the Engineer for scrutiny and approval. The Engineer may order that further, control tests are to be taken.

The Engineer may order that control tests be taken by his own or another independent laboratory. A provisional sum is provided in the Bills of Quantities to allow for the cost of control tests.

The sum allowed shall, however, be under the control of the Engineers and payment shall only be made to the Contractor on receipt of proof of expenses incurred by the contractor for the tests, i.e. payments to be made to an independent laboratory.

Should these control tests indicate failure to obtain the required standards, the cost of the tests shall be for the Contractor's account. Cub/Density tests carried out by the Contractor in the normal course of his work shall not be covered by this sum and shall be carried out at his own expense. The tendered rates in the Bills of Quantities shall be deemed full compensation for the testing of materials.

#### **C3.4. 14 PRESSURE TESTS**

The Contractor shall carry out pressure tests under the supervision of the Engineer on sections of the pipeline. The Contractor must supply all the necessary equipment to execute the testing of the pipeline, joints, connections and fittings on site. Full payment for installation of pipelines will only be processed after completion of pressure tests. The maximum length of pipe line that must be tested is 1.0km. All pipe sections to be tested at a pressure of at least 1,5 X the working pressure of the pipeline.

**C3.4. 15 COMMUNITY LIAISON OFFICER (CLO)**

No CLO will be appointed.

**C3.4. 16 LABOUR INTENSIVE ACTIVITIES**

The normal rules and regulations in terms of the Labour Act must be adhered to. Minimum wages for the region must be paid to the labourers and formal Labour-contract documentation must be in place during the construction period.

The following activities must be executed with local labour:

- i. The normal handling, installation and testing of water pipes.
- ii. Placing and preparation of bedding and blanket materials in pipe trenches.
- iii. Compaction of bedding and blanket materials.
- iv. Building of all manholes and concrete structures.
- v. Final site clearance.

**C3.4. 17 CONCRETE MARKERS**

None

**C3.4. 18 EXCAVATIONS OF TRENCHES**

The following rules must apply for the excavation of trenches:

- The pipe line route will be set out 0.5m from the existing pipe line where necessary.
- Excavations must be done without damaging the existing pipeline.
- The maximum allowable open trench length is 750m.
- The trenches must be excavated according to the prescribed grade line with deviations of not more than 3.5%.

**C3.4.19 CLASSES OF EXCAVATION (Sub clause 3.1.2)**

All material encountered in any excavations for any purpose including restricted excavation will be classified as follows:

**i. Hard rock excavation**

Hard rock excavation shall be excavation in material (including boulders exceeding 0.15 cubic metres in individual volume) that cannot be efficiently removed without blasting or without wedging and splitting or be in material, which cannot be excavated by a loader/backhoe or by a scraper without prior ripping.

**ii. Intermediate excavation**

The excavation in the decomposed granite or calcrete type material that can be excavated without blasting or wedging, but not classified as hard rock, shall be treated as intermediate material.

**iii. Soft excavation**

Soft excavation shall be all material not falling into the category of hard rock or intermediate excavation.

**C3.4.20            MANHOLES**

The rates for both chambers and manholes shall be measured as a unit and shall cover the cost of all items excluding pipe work. Included would be excavation, concrete work, brickwork (190mm bricks) and precast concrete slabs with manhole cover and frame.

**C3.4.21            QUALITY CONTROLL BY THE ENGINEER**

Except for the quality control measures that must be implied by the Contractor, the Engineer can arrange and executed his own quality control inspections. Invoices will be forwarded to Contractor for payment and to claim with a 10% mark-up.

## KHÂI-MA MUNICIPALITY

BID NO: KH31/24/25

### UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER: PHASE 4

## C3.5 Client Health and Safety Specifications

### C35.2 CLIENT HEALTH AND SAFETY SPECIFICATIONS (AS PER CONSTRUCTION REGULATION 5(1)(b), 2014 CCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993 BASE LINE RISK ASSESMENT – SITE SPECIFIC

#### 1. BACKGROUND

In terms of the Construction Regulation 5(1)(b), 2014 of the Occupational Health and Safety Act, No. 85 of 1993, the Client, is required to compile an Health & Safety Specification for any intended project and provide such specification to Contractor.

The Project is located in Pofadder, Northern Cape, South Africa.

#### 2. SCOPE

The scope is the development of a health & safety specification that addresses all aspects of occupational health and safety as affected by construction work.

The Construction Work on project will entail the following:

- Location/detection of existing services.
- Replacement of existing pipes with HDPE pipe and PVC-M.
- Replacement of house connection.
- Installation of water meters.
- Provision of Gate Valves and Fire Hydrants (Design for fire not part of this Contract).
- Removal and replacement of sub-standard connections and reticulation pipework.
- EPWP labour intensive construction (where possible) and training

Also refer to the Scope of work as per Bill of Quantities.

#### 3. DEFINITIONS

**Act:** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**AIA** means an Inspection Authority approved by the chief inspector: Provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only.

**Client:** means any person for whom construction work is being performed.

**Client's Health and Safety Agent:** SHE Group, 5 Walter Sisulu Road, Universitas, Bloemfontein, 9321. Tel. 0514369675

**Competent person:** means any person having the knowledge, training, experience and qualifications specific to the work or task being performed.

**Construction work:** means any work in connection with —

- the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**Contractor:** means an employer, as defined in section 1 of the Occupational Health and Safety Act, who performs construction work and includes principal contractors;

**Hazard identification:** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

**Health and safety file:** means a file or other record in permanent form, containing the information required as contemplated in these regulations;

**Health and safety plan:** means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**Health and safety specification:** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**HCS:** Hazardous Chemical Substances

**MSDS:** Material Safety Data Sheet

**PPE:** Personal Protective Equipment

**OREP:** Occupational Risk Exposure Profile

**Medical Certificate of Fitness:** means a certificate contemplated in Construction Regulation 7(8);

**Occupational Health Practitioner means** an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act No. 50 of 1978);

**Occupational Hygiene Survey:** means a Survey or Analysis on Hazardous Environmental Exposure e.g. Noise, Lead, Asbestos, Airborne Pollutants, Thermal Stress, Hazardous Chemical Substances, etc. to Persons conducted by an Inspection Authority Approved by the Department of Labour for the Exposure identified, provided that an inspection authority approved by the chief inspector with respect to any particular service shall be an Approved Inspection Authority with respect to that service only

**Occupational Hygiene:** means the anticipation, recognition, evaluation and control of conditions arising in or from the workplace, which may cause illness or adverse health effects to persons;

**Principal contractor:** means an employer, as defined in section 1 of the Occupational Health and Safety Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**Risk assessment:** means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

**Structure:** means any building, steel or reinforced concrete structure

**SACPCMP** means the South African Council for the Project and Construction Management Professions

**Designer:** means a competent person who

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
- designs temporary work, including its components;

- an architect or engineer contributing to, or having overall responsibility for a design;
- a building services engineer designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project; or
- an interior designer, shop-fitter or landscape architect;

**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.

#### 4. OH&S MANAGEMENT

##### 4.1 Construction Work Permit

The Client's Agent shall, as the contract meets the requirements laid down in Construction Regulations 3, prior to commencement of the works, apply to the Department of Labour for a Permit to do Construction Work.

A copy shall be kept on the OH&S file and the construction work permit number shall be displayed at the entrance to the Construction Site. No Construction activities may take place before Permit has been issued by the Department of Labour

##### 4.2 Structure and Organisation of OH&S Responsibilities

###### 4.2.1 Overall Supervision and Responsibility for OH&S

- The Client to ensure that the Principal Contractor, is appointed in terms of Construction Regulation 5(1)(k), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that his Employees (as defined in the Act) complies with the Act. Legal Compliance Audit may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms
- The Construction Manager, Assistant Construction Manager, Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8. Should provide proof of OHS training and fully understand their duties and responsibilities outlined by the respective appointments.
- The principal contractor shall appoint as a minimum a Full Time competent Health and Safety Officer that is registered with the SACPCMP.

###### 4.2.2 Further (Specific) Responsibilities for OH&S

The contractor shall note that it is a generic list only and is intended for use as a guideline.

| Appointment                     | Legal Reference              |
|---------------------------------|------------------------------|
| Construction Manager            | Construction Regulation 8(1) |
| Assistant Construction Manager  | Construction Regulation 8(2) |
| OH&S Officer                    | Construction Regulation 8(5) |
| Construction Supervisor         | Construction Regulation 8(7) |
| Risk Assessor                   | Construction Regulation 9    |
| Fall Protection Plan Developer  | Construction Regulation 10   |
| Structures Supervisor/Inspector | Construction Regulation 11   |

|                                                            |                                |
|------------------------------------------------------------|--------------------------------|
| Excavation Supervisor                                      | Construction Regulation 13     |
| Crane Inspector                                            | Construction Regulation 22     |
| Construction Vehicle / Mobile Plant / Machinery Supervisor | Construction Regulation 23     |
| Drivers / Operators of Construction Vehicles / Plant       | Construction Regulation 23     |
| Electrical Installation and Appliances Inspector           | Construction Regulation 24     |
| Hazardous Chemical Substances Supervisor                   | HCS Regulations & CR 25        |
| Stacking & Storage Supervisor                              | Construction Regulation 28     |
| Emergency/Security/Fire Coordinator                        | Construction Regulation 29     |
| First Aider                                                | General Safety Regulation 3    |
| Fire Equipment Inspector                                   | Construction Regulation 29)    |
| Incident Investigator                                      | General Admin Regulation 9     |
| Ladder Inspector                                           | General Safety Regulation 13A  |
| OH&S Committee                                             | OHS Act Section 19             |
| OH&S Representatives                                       | OHS Act Section 17             |
| Person Responsible for Machinery                           | General Machinery Regulation 2 |
| Pressure Equipment Supervisor                              | Pressure Equipment Regulations |
| Welding Supervisor                                         | General Safety Regulation 9    |

The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees.

Competencies of all Appointed Personnel to be attached to Appointment and Placed on Health and Safety File

The principal contractor shall, furthermore, provide the clients agent with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

#### **4.3 Communication & Liaison**

- 4.3.1 OH&S Liaison between the Client, the principal Contractor, the other Contractors, the Designer and other concerned parties will be through the OH&S committee or Committee established by Client for this purpose.
- 4.3.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 4.3.3 Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S committee and their elected Trade Union Representatives, if any.
- 4.3.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

#### **4.4 OH&S File**

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a health & safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

The following documents must inter alia be kept in the OH&S file:

1. Construction Work Permit (Construction Regulation 3)
2. Copy of OH&S Act (updated) (General Administrative Regulation 4.)
3. Proof of Registration and good standing with a COID Insurer - Construction Regulation 5(1)(j)
4. OH&S Plan agreed with client including the underpinning Risk Assessment/s & Method Statements (Construction regulation 5(1)(l))
5. Policies
6. Risk assessment conducted and reviewed during works.
7. Safe Work Procedures
8. Health and safety specifications provided by the client.
9. Designs/drawings (Construction Regulation 6&7)
10. Traffic Management / Accommodation Drawings
11. A list of Contractors (Sub-Contractors) including copies of the agreements between the parties and the type of work being done by each Contractor (Construction Regulation 7)
12. Appointment/Designation forms as per 4.1.2 above.
13. Competency Certificates
14. Occupational Medical Certificates of all personnel working on site to proof Fitness to work
15. AIA Certificate of Service Provider responsible for Occupational Hygiene Monitoring
16. Minutes of Safety Committee Monthly meetings
17. Statistical Data
18. Registers as follow:
  - Risk Register
  - PPE - Personal Protective Clothing and Equipment issued
  - Daily Mobile Machinery Checklists
  - Generator and Other Fuel Driven Machinery Registers
  - Registers / Checklists for all Equipment being used on site
  - Stacking & Storage Inspection Register
  - Excavations Inspection Register – Daily
  - Monthly Environmental Checklist
  - Weekly Hygiene Facility Inspection Register – Ablutions and Eating areas
  - Incident Register
  - Safe Area Declarations
  - Fire Extinguishing Equipment Register
  - Training Attendance Registers
  - First Aid Box and Equipment Checklist
  - Dressing Record Register – To be placed in First Aid kit
  - Risk Assessment Communication Registers
  - Lock-out Request Forms (Water and Electricity)
  - Lock-out Permits (Water and Electricity)
  - SHE Officer Inspection Register (Non-Conformance Register) – Monthly checklist and deviations

**4.5. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance**

The Principal Contractor is required to maintain a DIFR of less than 1 and report on this to the Client on a monthly basis.

**4.6 Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements**

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (See Section 5 below “Project/Site Specific Requirements”)

**4.7. Arrangements for Monitoring and Review**

**4.7.1. Monthly Audit by Client**

The Client will be conducting monthly Audits to comply with Construction Regulation 5(1)(o) to ensure that the principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

If contractor is non-compliant according to Client's Health and Safety Audit, the Client's Agent / Representative may stop the work or a specific work activity and request a re-audit that must be approved by the client and the contractor will be held liable for the cost.

**4.7.2. Other Audits and Inspections by Client**

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

The Principal Contractor must conduct a Monthly Internal Health and Safety Audit and an Audit on all Sub-Contractors. The Audit must be conducted by an independent person of the contractor or contractor's representative, which is not working on the site, on condition that the person is qualified to conduct an Occupational Health and Safety Audit.

**4.7.3. A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.**

The client's representative / Agent must approve the Principal Contractor's Health and Safety Audit Template, to be used, before work commences

**4.7.4. Reports**

**4.7.4.1** The Principal Contractor is required to provide the Client with a monthly report.

**4.7.4.2** The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- \* dies
- \* becomes unconscious
- \* loses a limb or part of a limb
- \* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- \* a major incident occurred
- \* the health or safety of any person was endangered
- \* where a dangerous substance was spilled
- \* the uncontrolled release of any substance under pressure took place
- \* machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- \* machinery ran out of control to the Provincial Director of the Department of Labour within seven days. (Section 24 of the Act & General Administrative Regulation 8.)

**4.7.4.3.** The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act. The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports.

**4.7.5. Review**

**4.7.5.1** The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

**4.7.5.2** The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

**4.8 Site Rules and other Restrictions**

**4.8.1 Site OH&S Rules**

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

**4.8.2. Security Arrangements**

**4.8.2.1** The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees will not be allowed on site unaccompanied.

- 4.8.2.2 The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.
- 4.8.2.3 The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing program for the plans e.g. January: Fall Accident, February: Electrical Shock, etc. and practiced/tested with all persons on site at the time, participating.

#### **4.9 Training**

The contents and syllabi of all training required by the Act and Regulations to be included in the Principal Contractor's OH&S Plan.

##### **4.9.1 General Induction Training**

All employees of the Principal and other Contractors to be in possession of proof of General Induction training.

##### **4.9.2 Site Specific Induction Training**

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction training.

##### **4.9.3 Other Training**

4.9.3.1 All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of Competency Certificates & Medical Certificates of Fitness (Construction Regulation 23).

4.9.3.2 All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

4.9.3.3 OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification & the Risk Assessment/s):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Construction Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators & Drivers of Construction Vehicles & Mobile Plant (CR 23)
- Basic Fire Prevention & Protection (ERW 9 and CR 29)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- Emergency, Security and Fire coordinator
- Work and Appointment Related training
- Work at Heights Training (Where Required)

#### **4.10. Accident and Incident Investigation**

4.10.1 The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

4.10.2 The results of the investigation to be entered into the Accident/Incident Register: Annexure 1. (General Administrative Regulation 9)

4.10.3 The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

4.10.4 The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

#### **4.11 H&S Representatives and Committees**

##### **4.11.1 Designation of OH&S Representatives**

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors. This person may be the appointed Full-Time Construction Health and Safety Officer.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors. Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

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

- 4.11.1.2 OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

##### **4.11.2 Duties and Functions of the OH&S Representatives**

- 4.11.2.1 The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor.

- 4.11.2.2 OH&S representatives must be included in accident/incident investigations.

- 4.11.2.3 OH&S representatives must attend all OH&S committee meetings.

##### **4.11.3 Appointment of OH&S Committee**

- 4.11.3.1 The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives that are not allowed to exceed the number of OH&S representatives on the committee. The members of the OH&S committee must be appointed in writing.

- 4.11.3.2. The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- 1) Opening
- 2) Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Occupational Health
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Equipment Registers
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) Legal Non-Compliances
- 12) General
- 13) Date of Next Meeting
- 14) Closing

- 4.12 Occupational Medicals – Principal Contractor must ensure that all employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by

an occupational health practitioner as per Annexure 3 of Construction Regulation, 2014 - Construction Regulation 7(1)(g)

## **5 PROJECT/SITE SPECIFIC REQUIREMENTS**

5.1 The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Site Establishment
- Offices
- Secure / safe storage for materials, plant and equipment
- Ablutions
- Sheltered eating area
- Vehicle access to the site
- Dealing with existing structures
- Location of existing structures
- Installation and Maintenance of temporary construction electrical supply
- Adjacent land uses / surrounding property exposures
- Boundary and access control
- Public liability exposures
- Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment
- Excavations & Trenching
- Welding & Flame cutting
- Loading and offloading of trucks
- Manual and mechanical handling
- Lifting and lowering operations
- Working in elevated positions
- Surveying and Setting Out
- Driving & Operation of Construction Vehicles and Mobile Plant
- Use and Storage of Flammable Liquids and other Hazardous Substances
- Reinforced steel fixing
- Concrete works
- General building work (brick laying & plastering)
- Electrical work
- Signage
- As discovered by the principal contractors hazard identification exercise
- As discovered from any inspections and audits conducted by the client or by the principal contractor or any other contractor on site.
- As discovered from any accident / Incident Investigation

The following are in particular requirements of works and will form a basis for compliance audits.

|                                            |
|--------------------------------------------|
| 1. Administrative & Legal Requirements     |
| 2. Education, Training & Promotion         |
| 3. Public Safety & Emergency Preparedness  |
| 4. Personal Protective Equipment           |
| 5. Housekeeping                            |
| 6. Working at Heights                      |
| 7. Temporary Structures                    |
| 8. Traffic Control & Accommodation         |
| 9. Electrical Safeguarding                 |
| 10. Emergency/Fire Prevention & Protection |

|                                               |
|-----------------------------------------------|
| 11. Excavations (Foundations, Trenches, etc.) |
| 12. Ladders & Tools                           |
| 13. Lifting Equipment                         |
| 14. Permits                                   |
| 15. Transport & Materials Handling            |
| 16. Site Plant & Machinery                    |
| 17. Plant & Storage Yard                      |
| 18. Occupational Health & Hygiene             |
| 19. Construction Activities                   |

## 5.2 Construction Vehicles and Mobile Plant – Regulation 23

- The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's license, valid for the class of vehicle which they are required to drive, and shall produce the license on request.
- The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.
- A register shall be kept of workers operating construction vehicles and mobile plant.
- The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.
- Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.
- Physical and Psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.
- The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.
- Each and every driver shall be trained on risks involved and safety procedures.
- All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.
- All construction vehicles and mobile plant must be maintained in good working order.
- A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.
- The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.
- All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified

### During use of Construction vehicles or mobile plant the following rules shall be adhered to:

- Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protection must consist of adequate edge protection e.g. Guard rails and/or crash barriers
- No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
- The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.

- Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
- Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
- No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
- All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant
- Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
- Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

### **5.3 Excavation Work Construction - Regulation 13**

A Risk Assessment must be done prior to making an excavation.

The following must be taken in consideration when doing the Risk Assessment:

- Depth of the excavation
- Length of the excavation
- Existing services
- Barricading and demarcation
- Depth of the excavation

Should an excavation be more than chest deep (1.2m), it must be adequately shored or braced.

Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work. Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by the Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all existing services in area of excavations. Plan of existing services shall be documented in the Health and Safety file. Existing services include Telkom, Gas, Water, Electricity Supplies and other similar services.

Excavation Inspection shall be done on a

- daily basis
- prior to each shift
- after every blasting operation

- after an unexpected fall of ground
- after substantial damage to supports
- after rain

#### **5.4 Barricading and Demarcation**

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high DAY-GLO Mesh (barrier netting) to prevent pedestrians to enter the specific construction area.

#### **5.5 Housekeeping and Construction Sites – Regulation 27**

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

#### **5.6 Stacking and Storage on Construction Sites – Regulation 28**

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas. All storage areas shall be kept neat and under control. Registers and checklist on housekeeping shall be kept on site

#### **5.7 First Aid**

##### **5.7.1 Safety Notice Board**

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

5.7.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

5.7.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

5.7.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

**5.8 Fire Precautions on Construction Sites – Regulation 29**

A register shall be kept on all Acetylene and Oxygen cylinders used on the site. Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment. A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training. Combustible materials shall not accumulated on site.

**5.9 Construction Welfare Facilities – Regulation 30**

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Mobile toilets with bucket system shall be installed at the site. Cleaning of buckets shall be arranged with the City Council. Where applicable chemical toilets shall be provided.

Eating facilities shall be made available in the form of a shaded net, table and chairs.

For sites in remote areas, transport shall be made available for workers to and from sites.

#### **5.10 Hazardous Chemical Substances**

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.

##### **5.10.1 Hazardous Chemicals and Materials**

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of firefighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

#### **5.11 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.

#### **5.12 Electrical Installations and Machinery on Construction Sites – Regulation 24**

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery/Equipment the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the client's authorized Electrician. The incoming electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamp.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

## **C35.1 BASE LINE RISK ASSESMENT – SITE SPECIFIC**

### **1 Objective**

The objective of this baseline risk assessment was to identify and categorise the low to high hazards associated with performing tasks during different work categories. The evaluation of results will assist management to eliminate, minimise or control risks to workers associated with the tasks performed or exposure to the working environment.

This risk assessment was also conducted to assist management in identifying training needs in order to concentrate efforts where it is mostly needed.

1.1 According to the **Occupational Health and Safety Act 85 of 1993**, all companies must assess where they stand in terms of risk, identifying the major risks which they are exposed to thereby establishing their priorities and a system for future risk control. A baseline risk assessment must be comprehensive and may well lead to further, separate and more in-depth risk assessment studies.

1.2 The baseline risk assessment should be reviewed periodically, about every year, after every accident/incident, change of work force or change of plant/equipment to ensure that it is still relevant and accurate. Any other studies will need to be incorporated to achieve a 'complete picture'.

### **2. Scope of work**

The extent of the works is as follows:

The scope is the development of a baseline risk assessment that addresses all risks pertaining to occupational health and safety as affected by the construction work.

The scope of work for the Pofadder project includes:

- Excavation
- Trenching
- Brickwork
- Pipelaying
- Concrete work
- Mobile plant operation

Also refer to the scope of work as per Bill of Quantities in tender document

### **3. Risk Analysis Method**

The risk analysis considered all the tasks as described in the safe work procedures developed for this specific operation.

#### ***The risk analysis included:***

- a. Description of the task/system under analysis.
- b. Evaluation of each risk by determining the probability of recurrence and severity of each event.

3.1 Evaluation of current and planned controls, barriers and safeguards.

3.2 A selected team of personnel were involved to conduct this on the job task analysis to determine baseline risk assessment

### **4. Determination of Levels of Risk**

- a. Risks associated with each step in the operational process were considered.
- b. The following factors were considered and rated in accordance with the effect it would have on the items described below, should the event occur:
  - Threat to the health and safety of a worker
  - Severity of the event

- Likelihood of the event happening
- Event consequence

**A risk level was attributed to each event in the following manner:**

|             |   |       |
|-------------|---|-------|
| Low risk    | = | 1-6   |
| Medium risk | = | 7-15  |
| High Risk   | = | 16-24 |

## 5. Risk Ranking & Calculation of risk

### 5.1 Risk Ranking:

**Consequence:**

|                                  |     |
|----------------------------------|-----|
| Fatality or permanent disability | - 5 |
| Major Injury                     | - 4 |
| Average lost time injury         | - 3 |
| Minor Injury                     | - 2 |
| Medical treatment only or less   | - 1 |

**Probability:**

|                     |     |
|---------------------|-----|
| Common Occurrence   | - 5 |
| Has Happen          | - 4 |
| Could Occur         | - 3 |
| Not Likely to Occur | - 2 |
| Very Unlikely       | - 1 |

### 5.2 Calculation of Risk:

Consequence: Probability = Risk Ranking (see table in risk assessment)

## 6. Evaluation of Results

Activities listed in the high risk categories must be seen as tasks requiring immediate attention. Training will, in most instances, solve the problem satisfactorily. An implementation plan may then be devised to address the outstanding issues. This action plan must take cognisance of the hazards that should be eliminated concurrently.

## 7. Abbreviations

|             |   |                               |
|-------------|---|-------------------------------|
| <b>PTO</b>  | - | Planned Task Observation      |
| <b>SWP</b>  | - | Safe Work Procedure           |
| <b>SOP</b>  | - | Safe Operating Procedure      |
| <b>DSTI</b> | - | Daily Safety Task Instruction |
| <b>MSDS</b> | - | Material Safety Data Sheets   |
| <b>HCS</b>  | - | Hazardous Chemical Substance  |

## 8. Assessment Team

The following people were involved in establishing the relevant task groups and analysis.

- N Miles - Risk Assessor
- R Grabe - Occupational Hygienist

## 9. Task Specific-Risk Assessment

Should the baseline assessment indicate tasks in High risk, a specific task risk assessment must be conducted. This assessment will then target the specific tasks and the hazards attached to it.

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**BASELINE RISK ASSESSMENT**

|                           |                                      |                      |              |
|---------------------------|--------------------------------------|----------------------|--------------|
| <b>Taks:</b>              | Baseline Risk Assessment - Rev 0     |                      |              |
| <b>15 MAY 2025</b>        | <b>TBC</b>                           |                      |              |
| <b>Date :</b>             | <b>Review Date:</b>                  | <b>Reviewed By :</b> |              |
| <b>Assessment Team</b>    |                                      |                      |              |
| <b>Name &amp; Surname</b> | <b>Designation:</b>                  | <b>Signature:</b>    | <b>Date:</b> |
| Riaan Odendaal            | Project Manager                      |                      |              |
| Niadene Miles             | Construction Health & Safety Manager |                      |              |
|                           |                                      |                      |              |
|                           |                                      |                      |              |
| <b>Approval</b>           |                                      |                      |              |
| <b>Name &amp; Surname</b> | <b>Designation:</b>                  | <b>Signature:</b>    | <b>Date:</b> |
|                           |                                      |                      |              |
|                           |                                      |                      |              |
|                           |                                      |                      |              |

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| Rating Form |                                                       |    |                                 |                     |                                                                                                                                                                                 |                                               |
|-------------|-------------------------------------------------------|----|---------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Assessment  |                                                       |    |                                 | Rating (R)          |                                                                                                                                                                                 |                                               |
| A           | Injury                                                | B  | Frequency of occurrence         | Risk classification |                                                                                                                                                                                 | Risk value                                    |
| 0           | No injury                                             | 0  | No Occurrence                   | Critical            |                                                                                                                                                                                 | 32-40                                         |
| 2           | Minor Laceration, confusion or wound (first aid case) | 2  | Occurs very seldom              | High                |                                                                                                                                                                                 | 16-32                                         |
| 4           | More severe injury require                            | 4  | Occurs occasionally             | Medium              |                                                                                                                                                                                 | 6-16                                          |
| 8           | Serious injuries, broken bones, amputation, trauma    | 8  | Occurs often                    | Low                 |                                                                                                                                                                                 | 0-6                                           |
| 10          | Loss of life                                          | 10 | Could / Has happened / Fatality |                     |                                                                                                                                                                                 |                                               |
|             |                                                       |    |                                 | Action required     |                                                                                                                                                                                 | Consider                                      |
| C           | Potential Damage / Loss                               | D  | Environment                     |                     |                                                                                                                                                                                 |                                               |
| 0           | No damage                                             | 0  | No effect                       | Critical            | Close / Competent Supervision<br>Special training / Certificate<br>Method Statements / Risk assessments / Safe work procedures<br>Planned task observations / Permits as needed | Intolerable<br>Change method<br>Transfer Risk |
| 2           | Minor Damage                                          | 2  | Minor effect                    |                     |                                                                                                                                                                                 |                                               |
| 4           | Med. damage / loss, short stoppage (repaired on site) | 4  | Serious effect (short term)     | High                | Competent Supervision<br>Training / Certificate<br>Method Statements / Risk assessments / Safe work procedures<br>Planned task observations / Toolbox talks                     | Change method<br>Mitigate                     |
| 8           | More serious damage / loss and delay                  | 8  | Very serious effect (long term) | Medium              | Competent Supervision<br>Training / Certificate<br>Method Statements / Risk assessments / Safe work procedures<br>Planned task observations / Toolbox talks                     | Change method<br>Mitigate                     |
| 10          | Severe damage / loss and long term delay              | 10 | Catastrophic effect             |                     |                                                                                                                                                                                 |                                               |
|             |                                                       |    |                                 | Low                 | Supervision<br>Training / Certificate<br>Method Statements / Risk assessments / Safe work procedures<br>Training / Toolbox / Safety Talks                                       | Good Instruction                              |

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| Rating form |                                          |                                                                                                                                 |                                                                              |                 |   |    |    |    |                       |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                            |               |  |  |  |
|-------------|------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------|---|----|----|----|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--|--|--|
| Activity    |                                          | Potential Hazard                                                                                                                | Possible Result                                                              | Risk Evaluation |   |    |    |    | Preventative Measures |                                                                                                                                                                                                                                                                                  | Controls                                                                                                                                                                                                                   | Re-evaluation |  |  |  |
|             |                                          |                                                                                                                                 |                                                                              | A               | B | C  | D  | R  |                       |                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                            |               |  |  |  |
| 1.          | Erection of fencing at construction site | Material handling, coiled wire.<br>Wire off-cuts cutting through tyres and safety boot soles<br>Protruding sharp edges of wire: | Multiple to serious injuries.<br>Tyre damage<br>Serious injury – scratches   | 8               | 2 | 8  | 4  | 22 | H                     | Use of specialist fencing company.<br>Dispose of wire off-cuts in a safe manner (bin)<br>Cut down long ends and bend. Persons engaged in work to wear overalls.                                                                                                                  | Mini risk assessment prior to commencing with task<br>Close supervision.<br>Emphasize rule that no short pants allowed on site.<br><br><b>General Safety Regulation 2(1)(6) (Personal safety equipment and facilities)</b> |               |  |  |  |
| 2           | Excavation of new proposed work area     | Suffocation, loss of life, drowning, collapse, dust generation                                                                  | Death and Injury                                                             | 10              | 8 | 10 | 10 | 38 | C                     | Using a Competent person.<br>Ensure that the competent person inspects the excavations, prior to allowing any person near the excavations.<br>Ensure that all inspections are recorded<br>Ensure that not load plant or heavy machinery is placed at the edge of the excavations | Ensuring Adequate Bracing and Shoring is in place to stabilise wall of the trench or excavation.<br>Excavations must be barricaded at all times                                                                            |               |  |  |  |
| 3           | Identifying Underground Services         | Serious Injury , knocks cuts, bruises falling, electrocution                                                                    | Loss of Life or Serious Injury<br>Air and Ground Pollution<br>Fuel Discharge | 10              | 8 | 10 | 10 | 38 | C                     | Persons must ensure that there is plan available to identify all existing and underground services before work commences<br>Competent person must read and interpret these plans                                                                                                 | Persons must ensure that there is plan available to identify all existing and underground services before work commences<br>Excavations must be performed by hand or shovel; no pick can be used.                          |               |  |  |  |

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|   |                                          |                                                                |                                                                                |    |   |    |    |    |   |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |
|---|------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------------------------|----|---|----|----|----|---|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|
|   |                                          |                                                                |                                                                                |    |   |    |    |    |   | An inspection must be done by the registered competent person                      |                                                                                                                                                                                                                                                                                                                                                                                                                             |  |  |  |  |
| 4 | Using Mobile Plant and Equipment on site | Malfunction of Equipment<br>Road Accident<br>Leaks<br>Knocking | Loss of Life<br>Loss of Limb<br>Environmental Pollution<br>Fire                | 10 | 8 | 10 | 10 | 38 | C | Ensure all operations and inspectors are competent                                 | Operator to inspect equipment and machinery daily.<br>No Smoking is allowed in or near equipment<br>Driver to adhere to all speed limits on and around the site<br>All Strobe lights will be on and in working order<br>PPE must be worn at all times<br>Only one person per vehicle unless the machine requires otherwise.<br>The bucket must tilt back once moving around<br>Headlights must be switched on at all times. |  |  |  |  |
| 5 | Using a Generator                        | Malfunction of Equipment                                       | Loss of life<br>Loss of Limb<br>Fire<br>Burn Wounds<br>Environmental Pollution | 10 | 8 | 10 | 10 | 38 | C | Ensure that competent person is appointed to use and inspect the generator         | Regulatory maintenance to be completed.<br>A fire extinguisher must accompany the generator<br>A drip must be used<br>Adequate machine guarding must be in place.                                                                                                                                                                                                                                                           |  |  |  |  |
| 6 | Laying Pipes                             | Injury<br>Falling<br>Knocking<br>Dropping                      | Loss of Life<br>Loss of Limb<br>Broken Equipment                               | 10 | 8 | 10 | 10 | 38 | C | Ensure that competent person is appointed to use and inspect the lifting equipment | Lifting equipment must be accompanied by a load test.<br>Lifting Equipment by be placed on a register.<br>All lifting equipment must be inspected.<br>Visual and auditory communication must be kept between operator and banksman.<br>Banksman to be equipped with a whistle<br>Constant supervision must be in place.                                                                                                     |  |  |  |  |
| 7 | Working in and around Excavations        | Falling<br>Injury                                              | Loss of Life<br>Injury                                                         | 10 | 8 | 10 | 10 | 38 | C | Ensure that competent persons                                                      | Earth Pegs need be barricaded individually                                                                                                                                                                                                                                                                                                                                                                                  |  |  |  |  |

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|  |  | Knocking<br>Bruising<br>Suffocating<br>Asphyxiation<br>Engulfment |  |  |  |  |  |  |  | are appointed to work and inspect all excavations<br>Ensure that safe work procedures are trained and understood. | Induction and toolbox talks<br>When machinery is not able to dig trenches insulated hand tools will be used<br>Cable detection will be done prior to each shift<br>Shovels instead of pickaxes should be used when digging exactions where live cables and water lines might occur.<br>Always identify existing services. Mark the services so that they are visible<br>Excavation Checklist to completed<br>Ensure battering of side slopes or that bracing and shoring is of the nature that it is strong enough to support the sides of the excavation before allowing any persons to enter<br>All excavations will be adequately barricaded with appropriate signage.<br>In the event of a densely populated area with Schools, home and hospitals in the vicinity , provided appropriate security to prevent access to excavations.<br>Ensure that correct PPE is worn<br>Ensure that the Excavation is lit sufficient during nighttime<br>DSTI's must be completed.<br>Relevant notice must be provided to ALL EMPLOYEES and SUFFICIENT PUBLIC PARTICIPATION with the surrounding landowners and school must be conducted to ensure that the public is aware of the danger and hazards.<br>Ensure that a detailed safe work practice and work instruction is developed and communicated to all employees and the public.<br>Spotters and banks man need to be appointed during work at an excavation.<br>Stockpile to a minimum of 9 m from the excavation |  |  |  |  |  |
|--|--|-------------------------------------------------------------------|--|--|--|--|--|--|--|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|

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|   |                                                     |                                                                                                                           |                                           |    |   |    |    |    |   |                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |  |  |
|---|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|----|---|----|----|----|---|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
|   |                                                     |                                                                                                                           |                                           |    |   |    |    |    |   |                                                                                                                                                 | Excavations can only be access by safe and inspected Ladders.<br>No night excavations done on site except when sufficient lighting is made available.<br>Side slopes of excavations to 1:5<br>Shoring and Sloping must be considered and detailed in the Geotech Report depending on the land stability and soil.                                                                                                                                                                                                              |  |  |  |  |  |
| 8 | Backfilling using mobile plant                      | Falling<br>Crushing Injuries<br>Knocking<br>Bruising<br>Suffocating<br>Asphyxiation<br>Engulfment                         | Loss of Life<br>Injury                    | 10 | 8 | 10 | 10 | 38 | C | Ensure that competent persons are appointed to work and inspect all excavations<br>Ensure that safe work procedures are trained and understood. | Stay 5m away from moving plant at all times<br>Only authorised persons to operate plant<br>Sufficient Supervision is provided<br>Excavations to be barricaded and fenced off appropriately<br>Compactor operator must be appointed specifically for the site.<br>Operator must be medically competent<br>Mobile Plant Checklist to be completed daily<br>Compactor Checklist to be completed daily.<br>Adhere to the maintenance schedule of all equipment                                                                     |  |  |  |  |  |
| 9 | Blasting and Working with Explosives in Excavations | Falling<br>Injury<br>Knocking<br>Bruising<br>Suffocating<br>Asphyxiation<br>Engulfment<br>Cracks in Surrounding Dwellings | Loss of Life<br>Injury<br>Property Damage | 10 | 8 | 10 | 10 | 38 | C | Ensure that competent persons are appointed to work and inspect all excavations<br>Ensure that safe work procedures are trained and understood. | Appointment of a competent and experienced Blasting Subcontractor.<br>Apply the safety distance for the respective categories of explosives as stipulated in annexure 1 of the Explosives Regulations.<br>Ensure the Subcontractor provides the Principal Contractor with detailed and specific Blasting Plan and Communication Strategy regarding the surrounding community.<br>Training will be provided on the plan to both employees and the public.<br>Where less than 5 kilograms of explosives is used, apply the chief |  |  |  |  |  |

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|    |                                                                             |                                                                                                                           |                                           |    |   |    |    |    |   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |  |
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|    |                                                                             |                                                                                                                           |                                           |    |   |    |    |    |   |  | inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce.<br>Explosives will always be supervised.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |  |  |  |  |
| 10 | Construction Activities effect on the Surrounding community and Environment | Falling<br>Injury<br>Knocking<br>Bruising<br>Suffocating<br>Asphyxiation<br>Engulfment<br>Cracks in Surrounding Dwellings | Loss of Life<br>Injury<br>Property Damage | 10 | 8 | 10 | 10 | 38 | C |  | <p>Ensure a site risk assessment is conducted addressing potential public safety issues</p> <p>Ensure a strategy is in place and controls are implemented to reduce risk to the public</p> <p>Ensure a competent person conducts a site risk assessment to identify potential hazards and controls for those hazards</p> <p>Ensure that all controls are implemented and adhered to prior to work commencing</p> <p>Ensure appropriate fencing or barricading has been erected</p> <p>Ensure appropriately trained employees are used for the management of access to site</p> <p>The risk assessment shall detail the overall risks and hazards, along with the exposure to the public, and take into consideration:</p> <p>The location of the works (i.e. proximity to urban areas, schools) specific hazards likely to be at the construction site.</p> <p>Following the risk assessment, a clear strategy shall be established to manage these hazards and risks by either preventing unauthorized persons from entering within the boundaries of a construction site by fencing, signs and other means or, where the above is not practicable (or not fully reliable), making</p> |  |  |  |  |  |

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|    |                                                                 |                                                                                                                           |                                                              |   |   |   |   |    |   |                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |  |
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|    |                                                                 |                                                                                                                           |                                                              |   |   |   |   |    |   |                                                                                                         | the construction site safe for public access, by means such as:<br><input type="checkbox"/> the presence of construction site employees at hazardous locations within the construction site tasked to ensure public safety i.e. warning public approaching of the dangers and ensuring they stay clear of the area<br>signs/fences around hazards within the construction site<br>securing equipment, materials and covering of holes<br>appropriate management of authorised public visitors having business at the construction site<br>Vehicles and pedestrian access in public areas shall be managed in accordance with procedure and Traffic Management or the contractor's Traffic Management Plan. |  |  |  |  |  |
| 11 | <b>Offloading containers from trucks for site establishment</b> | Container may fall from truck or low bed:                                                                                 | Injury to persons and property damage.                       | 8 | 2 | 8 | 2 | 22 | H | Workers issued with correct PPE, i.e. hard hats. Employees to stand clear when lifting commences.       | Tagging of lifting equipment. Certified, appointed operators/drivers. Close supervision of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |  |  |  |
| 12 | <b>Offloading at designated area.</b>                           | Improperly lifted or secured loads may fall. Late arrival of delivery truck may result in haste or haphazard off-loading: | Injury to persons<br>Damage to equipment.<br>Double handling | 2 | 2 | 2 | 2 | 8  | M | Loading area demarcated and all obstacles cleared on path. Competent supervision to oversee offloading. | Permit system for rigging/lifting procedure. Co-ordinate delivery schedule so as not to coincide with knock off time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |  |  |  |
| 13 | <b>Unidentified electrical cables</b>                           | Accidental contact with live electrical cables                                                                            | Electric shock, fires and property damage                    | 4 | 2 | 4 | 2 | 12 | M | Hand excavations not to be done beyond depth at                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |  |  |  |  |

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|     |                                              |                                                                                                                             |                                                                                 |   |   |   |   |    |   |                                                                                                                                                         |                                                                                                                                 |  |  |  |  |  |
|-----|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---|---|---|---|----|---|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
|     |                                              |                                                                                                                             |                                                                                 |   |   |   |   |    |   | which cables would be laid.<br>Areas suspected to have unidentified cables to be excavated with Excavator                                               |                                                                                                                                 |  |  |  |  |  |
| 14  | <b>Trenching with hand tool or machine.</b>  | Damage to sub surface services, deep excavation containing water. Caving in of excavation<br>Unstable footing for machinery | Injury, drowning or suffocation (inundation's) machine falling into excavation. | 8 | 2 | 4 | 4 | 18 | H | Obtain excavation permit Barricade trenches off when not being worked on<br>Apply 3 metre rule around machinery.<br>Shoring and bracing of excavations. | Do not excavate with machine within 3 metres of services. Excavate by hand until services are located.                          |  |  |  |  |  |
| 15. | <b>Inspect site area.</b>                    | Slip, trip & fall accident.<br>Venomous snakes and insects.                                                                 | Injury & poisoning.                                                             | 2 | 2 | 2 | 2 | 8  | M | Wear all required PPE and no tampering or disturbance of animals allowed.<br>Picture of snakes posted at training venue.                                | Medical response procedure to be acknowledgement by site supervision<br>Advise on contact details of snake catcher              |  |  |  |  |  |
| 16  | <b>Overgrowth of vegetation</b>              | Slip, trip & fall accident.<br>Venomous snakes and insects.<br><br>Dry vegetation can fuel potential fires.                 | Injury & poisoning.                                                             | 2 | 2 | 2 | 2 | 8  | M | De-bush the area (i.e. remove trees and shrubbery, weeds and grass)                                                                                     | Identify nearest hospital and contact details. Adequate transport to be available in case of emergency.                         |  |  |  |  |  |
| 17  | <b>Unpacking of all tools and equipment.</b> | Incorrect stacking and storage. Delay in locating required tool:                                                            | Injuries/fire hazard.                                                           | 2 | 2 | 2 | 2 | 8  | M | Supervisor to ensure all stacking and storage is in accordance with the standard.                                                                       | All people must wear gloves, hard hats, glasses, safety boots and overall.<br>Separate incompatible substances during stacking. |  |  |  |  |  |

**BASELINE RISK ASSESSMENT: TENDER KH31/24/25**  
**KHÂI-MA MUNICIPALITY – UPGRADE OF INTERNAL WATER RETICULATION NETWORK IN POFADDER – PHASE 4**

|    |                                                                             |                                                                                                     |                                                                                                                         |    |   |    |    |    |   |                                                                                                                                                                                                                                                |                                                                                               |  |  |  |  |  |
|----|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----|---|----|----|----|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--|--|--|--|--|
| 18 | <b>Control of visitors and surrounding public on site (access control).</b> | Unauthorised and or incompetent persons may gain entry to work area:                                | Injury<br>3 <sup>rd</sup> party liability.<br>Theft, assaults.<br>Compromise of standards.<br>Negative effect on morale | 2  | 2 | 2  | 2  | 8  | M | Install warning signs, security to monitor gates, visitor book implementation.<br>Inform suppliers and vendors up-front of site rules i.e. tagging, red permit and PPE. Watchmen to control access<br>Access cards to all inducted individuals | All persons to prominently display permit while on site.                                      |  |  |  |  |  |
| 19 | <b>Installation of chemical toilets ratio 1:10.</b>                         | Spillage of chemicals:                                                                              | Environmental impact.                                                                                                   | 8  | 2 | 3  | 7  | 20 | H | Use certified competent approved contractor only.                                                                                                                                                                                              | To be escorted to and from site after short induction mini risk assessment                    |  |  |  |  |  |
| 20 | <b>Driving to work area.</b>                                                | Uneven roadways<br>Poor visibility due to weather conditions<br>Interacting with TMM's and persons: | Injuries to person and damage to property                                                                               | 10 | 2 | 10 | 10 | 32 | C | Obey road signs, operator awareness, drive safely, as road conditions permit                                                                                                                                                                   | Traffic management system<br>Red Dot observation.<br>Crane to be escorted over long distances |  |  |  |  |  |
| 21 | <b>Use of lifting equipment.</b>                                            | Inferior tools and lifting apparatus. Not using certified/tagged lifting equipment:                 | Injuries and damage to property                                                                                         | 4  | 4 | 8  | 8  | 24 | H | Certified lifting equipment logged on register available in crane cab.                                                                                                                                                                         |                                                                                               |  |  |  |  |  |
| 22 | <b>Manual Handling/Stacking &amp; Storage.</b>                              | Personal injuries:                                                                                  | Hand and back injuries                                                                                                  | 2  | 2 | 2  | 2  | 8  | M | PPE<br>Supervision<br>Training<br>Good house keeping                                                                                                                                                                                           | Training on manual handling.                                                                  |  |  |  |  |  |
| 23 | <b>Demolition with a Jack Hammer.</b>                                       | Losing control of the Jack Hammer:<br><br>Dust, Noise, Air hose uncoupling under pressure           | Injury<br><br>Breathing dust, Hearing damage                                                                            | 4  | 4 | 4  | 4  | 16 | M | Training. PPE. Pre use checklist<br><br>PPE. Water Hearing protection device                                                                                                                                                                   | P.T.O<br>Planned inspections                                                                  |  |  |  |  |  |

**BASELINE RISK ASSESSMENT: TENDER KH31/24/25**  
**KHÂI-MA MUNICIPALITY – UPGRADE OF INTERNAL WATER RETICULATION NETWORK IN POFADDER – PHASE 4**

|    |                                         |                                                                  |                                   |    |   |    |    |    |   |                                                                                                                                 |                                                                             |  |  |  |  |  |
|----|-----------------------------------------|------------------------------------------------------------------|-----------------------------------|----|---|----|----|----|---|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|--|--|--|--|--|
| 24 | Horseplay                               | Workers playing games, tripping or play fighting                 | Serious injury                    | 4  | 2 | 4  | 4  | 14 | M | Supervisors to continuously enforce the no horseplay rule on site                                                               | Safety reps to report any incident of horseplay.                            |  |  |  |  |  |
| 25 | Driving on site                         | Speeding, not obeying the speed limit                            | Injury, death, damage to property | 8  | 2 | 8  | 8  | 26 | H | .Flagmen to be deployed, sufficient signage to be displayed along roadways                                                      | Designated speed zone.                                                      |  |  |  |  |  |
| 26 | Ergonomics                              | Workers must use proper lifting techniques to avoid muscle pull. | Serious injury                    | 2  | 2 | 2  | 2  | 8  | M | .Proper lifting techniques must be demonstrated to workers in toolbox talks and DSTI's                                          | Place on SMI boards for awareness.                                          |  |  |  |  |  |
| 27 | Fatigue                                 | Workers working while                                            | Injury or death                   | 4  | 8 | 8  | 8  | 28 | H | Workers must be given sufficient rest between shifts or weekends.                                                               | DOL requirement.                                                            |  |  |  |  |  |
| 28 | Working in elevated positions           | Workers can fall                                                 | Serious injury or death           | 10 | 8 | 10 | 10 | 38 | C | Workers need to be competent in working at heights (trained)<br>Valid medical<br>Phycological<br>evaluation done on each worker | P.T.O<br>Risk assessment training.<br>External accredited company training. |  |  |  |  |  |
| 29 | Manual handling & stacking and storing. | Material not stacked properly:                                   | Injuries/property damage.         | 4  | 4 | 4  | 4  | 16 | M | Material to be removed from the top of stack                                                                                    | Manual handling training                                                    |  |  |  |  |  |
|    |                                         | Employees not communicating whilst moving material:              | Injuries.                         | 4  | 4 | 4  | 4  | 16 | M | Workers to communicate whilst manual handling.                                                                                  |                                                                             |  |  |  |  |  |
|    |                                         | Material stacked on uneven ground:                               | Injuries/property damage          | 4  | 4 | 4  | 4  | 16 | M | Material to be stacked on firm ground                                                                                           |                                                                             |  |  |  |  |  |
| 30 | Laying of PVC & Concrete Pipes.         | Pinch points:                                                    | Injuries                          | 4  | 4 | 4  | 4  | 16 | M | PPE-Leather gloves<br>SWP to be followed                                                                                        | P.T.O.'s<br>Planned inspections                                             |  |  |  |  |  |

**BASELINE RISK ASSESSMENT: TENDER KH31/24/25**  
**KHÂI-MA MUNICIPALITY – UPGRADING OF INTERNAL WATER RETICULATION NETWORK IN POFADDER – PHASE 4**

|    |                                                              |                                                |                           |    |   |    |    |    |   |                                                                                        |                                                                |  |  |  |  |  |
|----|--------------------------------------------------------------|------------------------------------------------|---------------------------|----|---|----|----|----|---|----------------------------------------------------------------------------------------|----------------------------------------------------------------|--|--|--|--|--|
|    |                                                              | Incorrect lifting practices:                   | Injuries/property damage  | 4  | 4 | 4  | 4  | 16 | M | Competent and appointed banks man to be used                                           |                                                                |  |  |  |  |  |
|    |                                                              | Incorrect handling:                            | Injuries                  | 4  | 4 | 4  | 4  | 16 | M | Communication between workers.                                                         |                                                                |  |  |  |  |  |
| 31 | Use of a baby grinder.                                       | Unauthorised operator:                         | Injuries/property damage  | 4  | 4 | 4  | 4  | 16 | M | Competent and trained operator.                                                        | Hot work permit                                                |  |  |  |  |  |
|    |                                                              | Untagged equipment:                            | Injuries.                 | 4  | 4 | 4  | 4  | 16 | M |                                                                                        |                                                                |  |  |  |  |  |
|    |                                                              | Incorrect disc fitted:                         | Injuries/property damage. | 4  | 4 | 4  | 4  | 16 | M | Correct grinding disc for the job.                                                     |                                                                |  |  |  |  |  |
|    |                                                              |                                                |                           |    |   |    |    |    |   |                                                                                        |                                                                |  |  |  |  |  |
|    |                                                              | Vehicle sliding into excavation:               | Injuries/property damage. | 2  | 4 | 2  | 4  | 12 | M | Area to be inspected prior to truck reversing.                                         |                                                                |  |  |  |  |  |
|    |                                                              | Incorrect feeding of pump pipes:               | Injuries/property damage  | 2  | 4 | 2  | 4  | 12 | M | Person feeding pipes must don a harness and be attached to cart.                       |                                                                |  |  |  |  |  |
| 32 | Cut off saw.                                                 | Cut off saw not made safe when changing blade: | Injuries                  | 4  | 4 | 4  | 4  | 16 | M | Cut off saw to be unplugged.                                                           | P.T.O.<br>Planned inspection                                   |  |  |  |  |  |
|    |                                                              | Worker under the influence of alcohol/ drugs:  | Injuries/property damage. | 4  | 4 | 4  | 4  | 16 | M | Random testing of workers.                                                             |                                                                |  |  |  |  |  |
|    |                                                              | Theft:                                         | Loss.                     | 4  | 4 | 4  | 4  | 16 | M | Cut off saw not to be left unsupervised.                                               |                                                                |  |  |  |  |  |
| 33 | Maintenance and breakdown repairs of vehicles and machinery. | Confined space:                                | Injuries.                 | 10 | 4 | 10 | 10 | 34 | C | All repairs to be carried out at designated workshop areas.                            |                                                                |  |  |  |  |  |
|    |                                                              | Accidental start up:                           |                           | 10 | 4 | 10 | 10 | 34 | C | Lockout procedure.                                                                     | Mechanic to ensure lockout procedure is followed at all times. |  |  |  |  |  |
|    |                                                              | Oil leaking on ground:                         | Environmental spillage.   | 8  | 4 | 4  | 8  | 24 | H | Spillage to be dug out and disposed immediately into the environmental skip waste bin. |                                                                |  |  |  |  |  |

**BASELINE RISK ASSESSMENT: TENDER KH31/24/25**  
**KHÂI-MA MUNICIPALITY – UPGRADING OF INTERNAL WATER RETICULATION NETWORK IN POFADDER – PHASE 4**

|           |                                  |                                            |                           |   |   |   |   |    |   |                                                         |                                                            |  |  |  |  |  |  |
|-----------|----------------------------------|--------------------------------------------|---------------------------|---|---|---|---|----|---|---------------------------------------------------------|------------------------------------------------------------|--|--|--|--|--|--|
| <b>34</b> | <b>Use of portable drill.</b>    | Unauthorised usage:                        | Injuries/property damage. | 4 | 4 | 4 | 4 | 16 | M | Trained and competent operators                         | Supervisor to ensure competent persons is operating drill. |  |  |  |  |  |  |
|           |                                  | Untagged drill:                            |                           | 4 | 4 | 4 | 4 | 16 | M |                                                         |                                                            |  |  |  |  |  |  |
|           |                                  | Unplugged drill whilst changing drill bit: |                           |   |   |   |   |    |   | Drill to be unplugged whilst drill bit is being changed |                                                            |  |  |  |  |  |  |
| <b>35</b> | <b>Use of 9-inch grinder.</b>    | Unauthorised usage:                        | Injuries/property damage  | 4 | 4 | 4 | 4 | 16 | M | Only trained and competent persons to operate grinder.  | Operator to ensure grinder is unplugged                    |  |  |  |  |  |  |
|           |                                  | Untagged grinder:                          |                           | 4 | 4 | 4 | 4 | 16 | M |                                                         |                                                            |  |  |  |  |  |  |
|           |                                  | No permit in place:                        |                           |   |   |   |   |    |   | 9-inch grinder permit to be in place.                   |                                                            |  |  |  |  |  |  |
| <b>36</b> | <b>Vehicles driving on site.</b> | Unauthorised operators:                    | Injuries/property damage. | 4 | 2 | 4 | 4 | 14 | M | Operator trained and appointed                          | Bus drivers to adhere to site rules at all times.          |  |  |  |  |  |  |
|           |                                  | Unauthorised vehicles                      |                           | 4 | 2 | 4 | 4 | 14 | M |                                                         |                                                            |  |  |  |  |  |  |
|           |                                  |                                            |                           |   |   |   |   |    |   |                                                         |                                                            |  |  |  |  |  |  |

**KHÂI-MA MUNICIPALITY**

**BID NO: KH31/24/25**

**UPGRADING OF EXISTING INTERNAL WATER RETICULATION NETWORK IN POFADDER:  
PHASE 4**

**C4 SITE INFORMATION**

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#### C4.1 PROJECT LOCATION

The project is located in the town of Pofadder, 210km from Upington and 165km from Springbok in the Northern Cape. The figure below shows the project location in the town of Pofadder.

