



Ugu District Municipality

**THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE
GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT
MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

CONTRACT UGU 07-1613-2022

COMPILED BY:

**Ugu District Municipality
PO Box 33
PORT SHEPSTONE
4240**

**Contact : Mr Rowan Mlambo
Telephone Number : +2739 688 3441
Email Address : rowan.mlambo@ugu.gov.za**

Tender Closes: (12 AUGUST 2022 at 12h00)

NAME OF TENDERER	
ADDRESS OF TENDERER	
TELEPHONE	
FAX	
TENDER SUM	
DURATION	36 MONTHS

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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**THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE
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CONTRACT UGU- (07-1613-2022)

PART T1: TENDERING PROCEDURES

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T1.1: Tender Notice and Invitation to Tender



Ugu District Municipality

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CONTRACT NO: UGU-07-1613-2022

The Ugu District Municipality invites tenders from Professional Service Providers registered with ECSA and CESA with institutional knowledge of the Ugu DM Water Services Infrastructure for the **“THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS”**

Joint ventures or potentially emerging enterprises that satisfy the criteria stated in the tender data are eligible to tender.

The physical address for collection of tender documents is **Ugu District Municipality at No. 28 Connor Street, Port Shepstone, 4240**. No documents will be distributed at the tender briefing meeting. Tender Documents are obtainable during the following times: 08H00 to 15H00 (Monday to Friday) as from **11 July 2022**. A non-refundable tender deposit of R300.00 in cash only is required on collection of the tender documents and should be paid at the Cashier's office. The bid will also be advertised on National Treasury's E Tender portal and Ugu District Municipality website and documents can be downloaded from the websites, free of charge.

A compulsory clarification meeting with representatives of the employer will take place at the **Ugu District Municipality Offices at 96 Marine Drive, OSLO BEACH, 1st boardroom**, on **15 July 2022** at 10h00 am. No late comers will be accepted.

Queries relating to the technical issues of these documents may be addressed to Mr Rowan Mlambo Telephone:- **039 688 3441**, e-mail: rowan.mlambo@ugu.gov.za No queries will be taken after **29 July 2022**.

The closing time for receipt of tenders is at **12h00 on 12 August 2022**. Only tenders deposited into the official tender box by the closing time and date will be accepted.

Tenders, completed as prescribed, shall be sealed in an envelope marked **“Tender No.**

Ugu-07-1613-2022: **THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**” and deposited in the official tender box in the foyer of Ugu District Municipality Offices at 96 Marine Drive, OSLO BEACH at Phase 2 building. The municipality will not be held responsible for any tenders delivered by courier services.

Ugu District Municipality subscribes to the Preferential Procurement Regulations 2017, pertaining to the Preferential Procurement Policy Framework Act (PPPFA). The Regulation prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

A two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage be evaluated according to the sum of the award of points in respect of the tender value and the B-BBEE status of the contributor.

Local Content Minimum Threshold will be used for evaluation .The 90/10 preferential point system will be applicable, with 90 points for price and 10 point for B-BBEE Status Level of Construction, allocated as follows:

B-BBEE Status Level Of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non – Compliant contributor	0

A score for functionality shall be used as pre-qualification criteria for a tenderer to be evaluated further onto financial and preferential evaluation. The minimum score for functionality shall be **80**. A tenderer scoring less than the stipulated minimum points shall not be evaluated further.

Tenderers shall take note of the following tender conditions:

- *The Employer reserves the right to award to one or more service provider(s).*
- *Ugu District Municipality does not bind itself to accept the lowest or any tender.*
- *Tenders submitted are to remain valid for 90 days from the closing date for*

submission of tenders.

Kindly note: Regulation 44 of Municipal Supply Chain Management Regulations states that the Municipality may not make any award to a person who is in the service of the state.

**DR EMS NTOMBELA
ACTING MUNICIPAL MANAGER
UGU DISTRICT MUNICIPALITY**

T1.2: Tender Data

The Conditions of Tender applicable to this contract are the Standard Conditions of Tender as contained in Annexure F of the CIDB *Standard for Uniformity in Construction Procurement*, and as *Annex F* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010)*. This document is obtainable separately.

The Tender Data make several references to the Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

Clause Number	Description
F.1.1	The Employer is Ugu District Municipality
F.1.2	The tender documents issued by the employer comprise: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules Part 1: Agreements And Contract Data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract C1.5 Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993 Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information Part 5: Drawings C5 Drawings

Clause No.	Description
F.1.4	It should be noted that the Employer has no agent acting on his behalf for the purpose of this tender. The Employer's representative, for the purpose of any communication between the Employer and the tenderer is: : Name: <i>Mr Rowan Mlambo</i> Address: <i>96 Marine Drive, Oslo Beach</i> Tel N^o: <i>0396883441</i> Position: <i>Manager: Water Resources Management</i> Email: <i>rowan.mlambo@ugu.gov.za</i>
F.2.1	A Tenderer will not be eligible to submit a tender if: (a) The Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal Capacity to enter into the contract; (c) The Tenderer submitting the tender is 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 the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he/ she possesses the necessary professional and technical qualifications, other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; or (f) The Tenderer cannot provide proof that he / she is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract. Joint Ventures are eligible to submit tenders and will be evaluated

Clause No.	Description
	according to the joint Capacity offered by the Joint Venture. Professional and technical qualifications of team around quality preference and functionality scoring In order to be considered for an appointment in terms of this tender, the tenderer must have the following key personnel in its permanent employment at the close of tender and for the duration of the contract. Alternatively, a signed undertaking from a specialist consultant/firm having the required personnel, stating that they will undertake the necessary work on behalf of the tenderer in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to Part T2.2 Returnable Schedules. - Lead Engineer - A registered professional engineer (Pr.Eng) with at least 15 (fifteen) continuous years of verifiable post graduate experience in the water business including in the following areas relevant to water conservation and demand management: - Water Conservation and Demand Management, (WCDM) - Water Services Authority area wide water services master planning. - A registered professional Civil Engineer (Pr Eng/ Pr Tech Eng) with at least 5 years' experience including WC/WDM interventions. - A Geographic Information Systems (GIS) specialist with at least a Bachelor of Science (Honours) in Applied Remote Sensing and Geographic Information Systems and ten (10) years post graduate experience – specific knowledge in working in the District Municipality Water environment, preferable with knowledge of Ugu District infrastructure. - A Revenue Enhancement/ Billing Review/ Cleansing Specialist with at least a Bachelor of Commerce in Information Systems Degree and two (2) years relevant experience in MSSQL Server data analysis manipulation. - Any person with Labour Intensive Construction (LIC) NQF L7

Clause No.	Description
	Any tenderer which fails to meet the minimum academic and experience requirement will be rendered as non-compliant and no further adjudication will take place. Key personnel and their related experience will only be adjudicated if all of the above-mentioned criteria are met. Specific knowledge related to the Ugu District Municipality is required for the Lead Engineer. Where required, the professional registration numbers of the key personnel must be indicated on Part T2.2: Returnable Schedules. The curriculum vitae of all key personnel stated above (including sub-consultants), must be submitted with the tender submission, appended to Schedule RS009. Key personnel will be expected to operate out of the local office, as the exigencies of this project require
F2.1.2	Support resources A support team and resources providing assistance in each of the facilities associated with design and planning is essential and must be indicated on the appropriate schedule. Details of software packages available and of the infrastructure to support this need to also be provided
F2.7	The arrangements for a compulsory briefing meeting are: Location: 96 Marine Drive, OSLO BEACH at Phase 2 building Date: 15 JULY 2022 Starting Time: 10h00 Tenderers must sign the Attendance Register in the name of the tendering entity. Addenda will be issued to and tenders and will be received only from those tendering entities appearing on the Attendance Register.

Clause No.	Description
F2.12	If a tenderer wish to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted 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 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 the 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 amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F2.13.2	Return all returnable documents to the Employer after completing them in the entirety by writing in black ink.
F2.13.3	Tender offers shall be submitted as an original only. Photocopies of the original tender documentation may be used, but an original signature must appear on such photocopies.
F2.13.4	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 in 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 F2.15.1	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as follows: Location of Tender Foyer of Ugu District Municipality Offices Box: Physical Address: 96 Marine Drive, Oslo Beach, PORT SHEPSTONE,4240

Clause No.	Description
	Identification details: THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
F.2.13.6 F.3.5	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is ...12h00. hours on FRIDAY (day) UGU-07-1613-2022 (date)12 AUGUST 2022
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be acceptable.
F.2.16	The tender offer validity period is 90 days from the tender closing date.
F2.20	Professional Indemnity insurance The Employer shall not award a contract to any tenderer that does not hold a valid professional indemnity insurance providing cover in an amount of not lower than a minimum of R 5 million in respect of each and every claim during the period of insurance. Proof of insurance must be submitted with the tender and appended to Schedule RS012, Part T2: Returnable Schedules.
F.2.23	The tenderer is required to submit with his tender: 1) Copies of company registration documents. 2) An original valid Tax Clearance issued by the South African Revenue Services. 3) Copies of Identity documents of Shareholders/Members/Directors of the business enterprises. 4) VAT Registration Certificate. 5) Valid construction sector BBBEE certificate. 6) 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.
F.3.4	The time and location for opening of the tender offers are: Time: 12h00 Date: 12 AUGUST 2022 Location: 96 Marine Drive

F.3.11	Method 4: Quality, Financial Offer and Preference This method can be used for more complex project that would require specialist services. Assessment of functionality or quality must be done separately from the 80/20 and 90/10 principles There must be two stages in the evaluation of such bids: • The first stage must be the assessment of functionality through the use of any rating criteria determined by the concerned institution, wherein the bidders with sufficient experience and technical capacity will be selected to move to the stage. The determination of elimination threshold will depend on the nature of service required and criteria preferred • The second stage must be the assessment and evaluation of bidders in terms of 90/10 or 80/20, where the 90 or 80 points shall be used for pricing scores only, and the 10 or 20 used for BEE status only as envisaged by the act When an institution invites a bid that will also be evaluated on the basis of functionality as a criterion, the AO/ AA must clearly specify the following aspects in the bid documents: • Evaluation criteria for measuring functionality The evaluation criteria may include criteria such as the consultant's relevant experience for the assignment, the quality of the methodology; the qualifications of key personnel; transfer of knowledge etc. • Weight of each criterion The weight that is allocated to each criterion should not be generic but should be determined separately for each bid on a case-by-case basis. • Applicable value The applicable values that will be utilised when scoring each criterion should be objective. As a guide, values ranging from 1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent, any be utilised. • Minimum qualifying score for functionality The minimum qualifying score that must be obtained for functionality in order for a bid to be considered further should not be generic. It should be determined separately for each bid on a case-by-case
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	basis. The minimum qualifying score must not be prescribed so low that it may jeopardise the quality of the service required nor so high that it may be restrictive to the extent that it jeopardizes the fairness of the SCM system.														
F3.11.9	(a) <u>Quality criteria</u> The following summary of the criteria and weights will be applicable; <table border="1"> <thead> <tr> <th>Criteria</th><th>Weight</th></tr> </thead> <tbody> <tr> <td>Company Experience & Quality Assurance</td><td>30%</td></tr> <tr> <td>Experience of Key Personnel</td><td>40%</td></tr> <tr> <td>Approach, Methodology and Work Plan</td><td>15%</td></tr> <tr> <td>Detailed Program of Project Life Cycle</td><td>15%</td></tr> <tr> <td></td><td></td></tr> <tr> <td>TOTAL</td><td>100%</td></tr> </tbody> </table> In order to be considered for a contract in terms of this tender, tenderers must achieve the minimum score for quality of 80%. The description of the quality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.	Criteria	Weight	Company Experience & Quality Assurance	30%	Experience of Key Personnel	40%	Approach, Methodology and Work Plan	15%	Detailed Program of Project Life Cycle	15%			TOTAL	100%
Criteria	Weight														
Company Experience & Quality Assurance	30%														
Experience of Key Personnel	40%														
Approach, Methodology and Work Plan	15%														
Detailed Program of Project Life Cycle	15%														
TOTAL	100%														

Point Allocation Criteria	
Company Experience The evaluation will consider the nature of the reference projects, scope of services provided and Employer/Client references. NOTES: • Appointment Letters or Completion Certificates or Reference Letters for on-going project indicating annual completion of annual allocated scope are to be provided for civil infrastructure projects • Minimum of three Water, Water Conservation/Water Demand Management (WC/WDM) projects successfully implemented. • Clear and contactable references are to be included	

No submission	0	30
One projects	4	
Three projects	12	
Five or more projects	20	
Company Quality Assurance		
• No Submission	0	
• In-house Quality Management System	6	
• Accredited ISO 9001 – 2015 Certification	10	
Experience of Key Personnel The evaluation will consider the experience, qualifications, and professional registration NOTES: • A CV (not more than 3 pages) in the required format below, shall be provided for each key person. This should be attached to this schedule • CVs and qualifications of key personnel to be included • Professional registration certificates of key personnel to be included		40
Specialised Resources		
Lead Engineer/Project Director - A registered professional civil engineer (Pr. Eng) with the Engineering Council of South Africa (ECSA) with at least 15 (Fifteen) years of verifiable post graduate experience in the Water Industry, water demand management interventions and/or non-revenue water reduction programmes. • No Submission • 5 Years' Experience • 10 Years' Experience • 15 Years' Experience	0 4 7 10	10
Project Engineer – with atleast bachelor's degree in Civil Engineering and be registered professional civil engineer/Technologist (Pr. Eng/Pr Tech Eng) with the Engineering Council of South Africa (ECSA) with at least 10 (Ten) years of verifiable post graduate experience in the Water Industry, water demand management interventions and/or non-revenue water reduction programmes. • No Submission • 5 Years' Experience • 10 Years' Experience	0 5 10	10
GIS Specialist - A Geographic Information Systems (GIS) specialist with at least a Bachelor of Science (Honours) in Applied Remote Sensing and Geographic Information Systems and 10 (ten) years post graduate experience and registered with South African Geomatics Council (SAGC) or previously known as PLATO – specific knowledge in working in the District Municipality Water environment, preferable with knowledge of Ugu District infrastructure. • No Submission • 5 Years' Experience • 10 Years' Experience • 10 Years' Experience with working knowledge of the Ugu Municipality's infrastructure	0 4 7 10	10

Revenue Enhancement Specialist - A Revenue Enhancement/ Billing Review/ Cleansing Specialist with at least a Bachelor of Commerce in Information Systems Degree and 5 (five) years relevant experience in MSSQL Server data analysis manipulation		
• No Submission	0	10
• 1 Years' Experience	2	
• 5 Years' Experience	10	
Approach, Methodology and Work Plan Paper This paper must include approach, methodology and work plan covering the whole project lifecycle		
No Submission	0	15
Method statement provided limited information and is ambiguous	5	
Method statement provided 70% or more of the required technical and legal information and is unambiguous	11	
Method statement met all the technical and legal requirements and is unambiguous	15	
Detailed Programme of Project Life Cycle This programme must include all milestones and critical path for the entire project lifecycle		
No Submission		15
Program provided limited information and is ambiguous		
Program provided 70% or more of the required technical information and is unambiguous		
Program met all the technical and legal requirements and is unambiguous		

	The technical evaluator will be a registered Professional Engineer or Professional Technologist and will substantiate the scores by submitting a brief scoring report. The minimum score for quality is 80 points (80%). Tenderers that fail to achieve the minimum score for quality will be rejected. (a) <u>Financial Offer</u> The financial offer will be scored in terms of Formula 2, Option 1 of Table F.1 in Conditions of Tender F.3.11.6.1: Where $W_1 = 90 \text{ points where the financial value, inclusive of VAT, of all responsive tenders received have a value above R 1 000 000.00}$ (b) <u>Preference points</u>
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	This request for Tenders is subject to the terms and conditions of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 and will be evaluated in terms of the 90:10 method for amounts above R 1 000 000,00 as set out in the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011. It is solely the responsibility of vendors, who want to make use of the preferences available under this policy to familiarise themselves with its contents, and to comply with its conditions, to be able to make a claim for preference. NB!! VALID BBBEE CERTIFICATES TO BE SUBMITTED WITH THE TENDER IF YOU WISH TO CLAIM PREFERENCE POINTS IN TERMS OF THE ABOVEMENTIONED REGULATIONS.
F.3.13	Tender offers will only be accepted if: a) The tenderer must include an original valid Tax Clearance Certificate with his tender. b) The tenderer must include a valid construction sector BBBEE certificate (any tenderer found not to have a valid construction sector BBBEE certificate will be rendered non-responsive) c) The tenderer is not in arrears for more than 3 months with the municipal rates and taxes and municipal services charges; d) 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; e) The tenderer has not; f) abused the Employer's Supply Chain Management System; or g) failed to perform on any previous contract and has been given a written notice to this effect; and h) The tenderer has completed the Compulsory Enterprise Questionnaires and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially compromise the tender process. i) The tenderer has fully completed and signed the form of offer. j) The tenderer has completed the schedule of quantities in full. Items against which no price is entered are to be considered as incomplete and will invalidate the tender. Items against which N/A, left blank or – is entered are to be considered as incomplete and will also invalidate the tender. Items against which NIL or zero (0) is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at zero (0) or NIL price.

	k) The tenderer or competent representative has attended the compulsory site meeting or site inspection. l) The tenderers declaration of compliance with the occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003 is included with his tender. m) A tender who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender. n) The tenderer acknowledged receipt of all addenda and alterations and amendments according to addenda have been considered.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one original plus one original duplicate.

APPENDIX: STANDARD CONDITIONS OF TENDER

(These Standard Conditions of Tender have been reproduced, without any changes, from Appendix A of the CIDB Standardized Construction Procurement Documentation for Engineering Construction Works (May 2010).

F.1 General

F.1.1 Actions

F1.1.1.

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

F1.1.2.

The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such 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 the 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 decision 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 for the calling for expressions of interest, 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 interest 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 the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; 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) **Organisation** 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 read, copied and recorded. Writing 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 reasons for such action upon written request to do so.

F.1.5.2

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

F.1.6 Procurement Procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject 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 positions 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 data, shall be invited in each round to enter the 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 and 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 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 complies with 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 prior to do so prior to the closing time of tenders.

F.2.2 Cost of tendering

Accept that 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 satisfy 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 Site visit and clarification meeting

Attend, where required, a site visit and 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) may 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

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 joint venture, to provide the whole of the works, services or supply identified in the contract data, 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 in black ink.

F.2.13.3

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

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 email 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. Proof of posting shall not be

accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

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.

F.2.16.3

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

F.2.16.4

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

F.2.17 Clarification of tender offer after submission

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

F.2.18 Provide other material

F.2.18.1

Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the

employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1

Respond to a request for clarification received up to five working days prior to 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 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 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 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 of the Tender Notice until seven 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, will then notify it to 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 opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 above 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, on opening and before detailed evaluation, whether each tender offer properly received:

- (a) meets 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:

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

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

F.3.9 Arithmetical errors

F.3.9.1

Check responsive tender offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and 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 tenders in accordance with F.3.11 for :

- a) The gross misplacement of the decimal point in the unit rate,
- b) Omissions made in completing the pricing schedule or bills of quantities or
- c) Arithmetic errors in
 - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
 - The summation of the prices.

F3.9.2

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

F.3.9.3

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 as quoted shall govern, and the unit rate will 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 a bill of quantities applies) to achieve the tendered total of the prices.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it 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 subclause is repeated.

F.3.11.3 Methods 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 subclause 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 subclause 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:

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

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 subclause 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} = the number of tender evaluation points awarded for the financial offer.

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

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

Where:

P_m = the comparative offer of the most favourable tender offer.

P = the comparative offer of 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 (functionality)

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

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

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

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

F.3.13.1 Accept 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 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.3.13.2

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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

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

F.3.15. Prepare contract documents

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, and
- (d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 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.3.18 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.3.19 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken 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 tenders.

**THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE
GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT
MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

CONTRACT UGU-07-1613-2022

T2: RETURNABLE DOCUMENTS AND SCHEDULES

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T2.2: Returnable Schedules and Documents	RD 3

T2.1 LIST OF RETURNABLE DOCUMENTS

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The list of returnable documents comprise the following:

tick ✓

☐

1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Details of Registration with CESA & ECSA ☐
- Certificate of Attendance at Site Meeting ☐
- Certificate of Authority for Signatory and Registration/ID ☐
- Tenderer's Financial Standing ☐
- Letter from the bank confirming existence of the company account..... ☐
- VAT Registration Certificate ☐
- Tax Clearance Certificate ☐
- Workmen's Compensation Registration Certificate ☐
- Unemployment Insurance Fund (UIF) Registration Certificate ☐
- Schedule of Similar Work Undertaken ☐
- Compulsory Enterprise Questionnaire ☐
- Declaration of Interest ☐
- Form of Intent to Provide a Performance Guarantee ☐
- Health and Safety Declaration ☐
- Preference Schedules and Affidavit ☐
- Certificate of Independent Bid Determination ☐
- Declaration of Bidder's past supply chain management practices ☐
- Tenderer's Quality Management System..... ☐
- Technical Approach Paper and Methodology ☐

2. RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

- Record of Addenda to Tender Documents ☐
- Amendments, Qualifications and Alternatives ☐
- Preliminary Programme ☐
- Schedule of Plant and Equipment ☐
- Proposed Subcontractors..... ☐
- Key Personnel ☐
- Declaration for Procurement above R10 Million..... ☐
- Local content..... ☐

Note: Tenderer to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the tender document.

T2.2 RETURNABLE SCHEDULES AND DOCUMENTS

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E3	SKILLS DEVELOPMENT LEVY CERTIFICATE	RD 17
E4	WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE	RD 18
E5	UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE	RD 19
F	SCHEDULE OF SIMILAR WORK UNDERTAKEN	RD 20
F1	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	RD 22
F2	DECLARATION OF INTEREST	RD 24
G	FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE	RD 27
H	HEALTH AND SAFETY DECLARATION.....	RD 28
I	PREFERENCE SCHEDULES AND AFFIDAVIT	RD 29
J	CERTIFICATE OF INDEPENDENT BID DETERMINATION	RD 35
K	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES ...	RD 39
R	TENDERER'S QUALITY MANAGEMENT SYSTEM.....	RD 50
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A. DETAILS OF REGISTRATION WITH CESA & ECSA

PRIMARY CONTRACTOR

Firm Name:

Firm CESA Registration Number:

JOINT VENTURE PARTNER 1 (Where Applicable)

Firm Name:

Firm CESA Registration Number:

JOINT VENTURE PARTNER 2 (Where Applicable)

Firm Name:

Firm CESA Registration Number:

Note: This information will be checked on the CESA Website

B. CERTIFICATE OF ATTENDANCE AT SITE MEETING

This is to certify that (*tenderer*)
of (*address*)
..... was represented by the person(s)
named below at the compulsory meeting held for all tenderers at (*location*)
..... on (*date*)..... starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name: .. Signature:

Capacity:

Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity:..... Date and Time:.....

3. C. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of
hereby confirm that by resolution of the Board (copy attached) taken on
20....., Mr/Ms..... acting in the capacity of
was authorised to sign all documents in connection with the tender for Contract N°
and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2.

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
.....hereby authorise Mr/Ms ,
acting in the capacity of , to sign
all documents in connection with the tender for Contract N°
and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,.....

..... hereby authorize Mr/Ms

acting in the capacity of , to sign all

documents in connection with the tender for Contract N°
and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms,

authorized signatory of the company,.. ..

acting in the capacity of lead partner,

to sign all documents in connection with the tender offer for Contract N°
and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, certified copies of Identification documents as referred to in T2.1, must be inserted here]

Companies listed on the Johannesburg Stock Exchange to submit their latest audited annual financial statements in lieu of the above documents.

D1. TENDERER'S FINANCIAL STANDING

In terms of **Clause F.2.18.1 of the Standard Conditions of Tender** the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end, the Tenderer must provide with his tender, a bank rating that is specific to the following the current tender, the tendered amount and the specified time for completion. The bank rating must be in the tenderer's bank letterhead.

Failure to provide a bank rating with this tender will invalidate the Tender. As it will be concluded that the tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

SIGNATURE: DATE

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

D2. LETTER FROM THE BANK CONFIRMING THE EXISTENCE OF THE COMPANY BANK ACCOUNT

[The Tenderer shall insert here a copy of a cashed cheque for the company or letter from the bank confirming the existence of the company bank account].

E1. VAT REGISTRATION CERTIFICATE

[Note: If company is a VAT vendor a copy of the VAT registration certificate must be inserted here.]

E2. TAX CLEARANCE CERTIFICATE

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 **The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.**
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]
(IN RESPECT OF TENDER) [EXAMPLE]

1. NAME OF TAXPAYER/TENDERER:																					
2. TRADE NAME:																					
3. IDENTIFICATION No. (if applicable)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
4. COMPANY/CLOSE CORPORATION REG No. :	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
5. INCOME TAX REFERENCE No. :	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
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7. PAYE EMPLOYERS REG No. (if applicable) :	<table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				

NB : Copy of the tender request must be attached to this application.

CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:

SIGNATURE :

NAME :

TELEPHONE NUMBER : CODE: NUMBER:

ADDRESS :

DATE : 200/...../.....

Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.

NAME OF PERSON RESPONSIBLE FOR CONTRACT :

(ST 5.1) March 1999

NB: This example of the application form for a tax clearance certificate is included for the convenience of tenderers. The application form has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate obtained from the SARS must be submitted with the tender (to be attached to the next page).

TAX CLEARANCE CERTIFICATE

[Original Tax Clearance Certificate obtained from SARS to be inserted here].

E3. SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Tenderer's Skills Development Levy Certificate to be inserted here if applicable].

E4. WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The tenderer's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here if applicable].

E5. UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

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

T2: Returnable Documents & Schedules

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN
UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

F. SCHEDULE OF SIMILAR WORK UNDERTAKEN

Principal Contractor

NAME: _____

Name of Similar Project Successfully Undertaken	Description	Year Completed	Contract Value R	Referees		
				Name	Position	Contact Details

Signed: _____**T2: Returnable Documents & Schedules**

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

F. SCHEDULE OF SIMILAR WORK UNDERTAKEN

Joint Venture Partner

NAME: _____

Name of Similar Project Successfully Undertaken	Description	Year Completed	Contract Value R	Referees		
				Name	Position	Contact Details

Signed: _____**Note:** 1. *If there is more than 1 Joint Venture Partner/Consortium/Association , the page is to be copied and completed for each additional partner.*

F1. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CESA 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 in the service of the state

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

a member of any municipal council		an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
a member of any provincial legislature			
a member of the National Assembly or the National Council of Province			
a member of the board of directors of any municipal entity		a member of an accounting authority of any national or provincial public entity	
an official of any municipality or municipal entity		an employee of Parliament or a provincial legislature	

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 in the service of any of the following:

a member of any municipal council		an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
a member of any provincial legislature			
a member of the National Assembly or the National Council of Province			
a member of the board of directors of any municipal entity		a member of an accounting authority of any national or provincial public entity	
an official of any municipality or municipal entity		an employee of Parliament or a provincial legislature	

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

	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, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, 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 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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:

Date:

Name:

Position:

Enterprise name:

T2: Returnable Documents & Schedules

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

F2. DECLARATION OF INTEREST

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

3.1 Full Name:

3.2 Identity Number:

3.3 Company Registration Number:

3.4 Tax Reference Number:

3.5 VAT Registration Number:

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

3.6.1 If so, furnish particulars.

.....

.....

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

* 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.

Page RD 25

T2: Returnable Documents & Schedules

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

3.7.1 If so, furnish particulars.

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

.....

YES/NO

3.8.1 If so, furnish particulars.

.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES /NO

3.9.1 If so, furnish particulars

.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES / NO

YES /NO

3.10.1 If so, furnish particulars.

.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES /NO

3.11.1 If so, furnish particulars.

G. 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 security selected under Clause 6.2.1; Part 2 Data provided by the Contractor forthwith upon award of the contract].

Tenderers are to refer to Form C1.3 Form of Guarantee if their selected type of guarantee is a performance guarantee.

H. HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

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

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and will be rejected.
8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 before I will be allowed to proceed with any work under the contract.

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

I. PREFERENCE SCHEDULES AND AFFIDAVIT

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2011**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to *exceed* R1 000 000 (all applicable taxes included) and therefore the *90/10* system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15... ***“sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;***
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5.1 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :

- 9.2 VAT registration number :

- 9.3 Company registration number :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

P Municipality where business is situated

F

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the **B-BBEE** status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I / we acknowledge that:

- (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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the **B-BBEE** status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

Page RD 34

Part T2: Returnable Documents & Schedules

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

2.

DATE:.....ADDRESS:.....

.....

MBD 9

J. CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. **I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;**
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 8

K. 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 municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2.2 RETURNABLE SCHEDULES AND OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

L	RECORD OF ADDENDA TO TENDER DOCUMENTS	RD 42
M	AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES	RD 43
N	PRELIMINARY PROGRAMME	RD 45
O	SCHEDULE OF PLANT AND EQUIPMENT	RD 46
P	PROPOSED SUBCONTRACTORS	RD 47
Q	KEY PERSONNEL	RD 48

L. RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the tender documents that I / we received from the employer or his agent before the closing date for submission of this tender offer have been taken into account in this tender offer.

ADDENDUM No	DATE	TITLE OR DETAILS
I		

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

M. AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but, should the Tenderer desire to make any departures from the provisions of this contract, he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM N°	PROPOSED AMENDMENT

[Notes: 1. Proposals for amendments to the General and Special Conditions of Contract will not be considered, and may invalidate the offer;

2. The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]

4. (b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: 1. Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.

2. In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.

3. Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded.]

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

O. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (type, size, capacity etc)	5. QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

Q. KEY PERSONNEL

In terms of the Scope of Work and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS		
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY
Site Agent, Project Managers			
Site Supervisor, Quality Control and Safety Personnel			
Artisans and other Skilled workers			
Plant Operators			
Unskilled Workers			
Others:.....			

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and/or the project manager. The information is necessary for evaluation of the tender.

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

CURRICULUM VITAE OF LEAD ENGINEER

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

DATE _____

CURRICULUM VITAE OF PROJECT ENGINEER

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

DATE _____

CURRICULUM VITAE OF GIS SPECIALIST

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....
DATE

CURRICULUM VITAE OF REVENUE EHNANCEMENT SPECIALIST

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBENT IN THE SCHEDULE

.....
DATE

R. TENDERER'S QUALITY MANAGEMENT SYSTEM

The demonstration of understanding the quality management system must respond to the scope of work and outline the tenderers understanding of the Employer's Objectives. The plan should articulate what value-add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the *Employer's* stated and implied requirements and highlights the issues of importance. The plan should explain the proposed quality management approach. The approach should also outline processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The following headings are a guideline:

Scope
Quality objectives
Management responsibilities
Document, Records & Data Control
Resource infrastructure & work environments
Requirements review / Customer specifications
Customer communication
Identification and traceability
Nonconforming service
Risk Management
Monitoring and measurement
Audits

Rating	Technical approach and methodology	Points
None	No information provided	0
Poor	The quality management plan is poor/is unlikely to satisfy project objectives or requirements. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	0
Fair	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic	5
Satisfactory	The approach is tailored to address most of the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is specific in most instances.	10
Good	The approach is specifically tailored to address the specific objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	20

S. TECHNICAL APPROACH PAPER AND METHODOLOGY

The demonstration of understanding paper must respond to the scope of work and outline the tenderers understanding of the Employer's Objectives. The paper should articulate what value-add the tenderer will provide in achieving the stated objectives for the project.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the *Employer's* stated and implied requirements and highlights the issues of importance. The paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 8 A4 pages using a minimum of a 11-point font with the following headings:

Terms of reference
Risk register
Project Control Book
Work Breakdown Structure
Communication Plan
Communication Register
Quality Assurance Plan
Implementation Plan
Project Management Plan
System User Requirements
Training Plan
Change Request Form
Change Request Register
Project Team Meetings
Project Status Report
Deliverable Sign-off
Post Implementation Review
Project Closure Statement
Project Handover Signoff

The methodology will be evaluated based on content that reflect past, present and future Ugu Non Revenue Water Strategy Master Plan. The plans are attached to the tender documents for reference.

The scoring of the approach paper will be as follows (contributing towards total weighting

functionality scoring = 20):

Rating	Technical approach and methodology	Points
None	No information provided	0
Poor	The technical approach/or methodology is poor/is unlikely to satisfy project objectives or requirements. The Bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.	0
Fair	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic	5
Satisfactory	The approach is tailored to address most of the specific project objectives and methodology. The approach adequately deals with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is specific in most instances.	10
Good	The approach is specifically tailored to address the specific objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.	20

The successful Tenderer will be required to submit the following:

**R. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

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

YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? * YES / NO

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

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? * YES / NO

3.1 If yes, furnish particulars

.....

.....

* Delete if not applicable

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

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

(Please use block capitals when completing the section below)

I, THE UNDERSIGNED (NAME)

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

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

SIGNATURE:

DATE:

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

NAME:

POSITION:

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations makes provision for the promotion of local production and content.
- 1.2. Regulation prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

2. Definitions

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

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

Description of services, works or goods	Stipulated minimum threshold
Field Equipment (Data Loggers, PRV Failure Devices, LD Equipment)	100 %
Meters (Repairs/Replacements)	100 %
Pipeline (Upvc, Steel, HDPE, Concrete & Mpvc)	100 %
Leak Detection Equipment	100 %
Cluster Meters	100 %
Water Tanker Fillings Points	100 %
PRV’s	100 %
Advanced Controllers of PRV’s	100 %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Currency	Rates of exchange
Pound Sterling	
US Dollar	
Euro	
Yen	
Other	

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

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

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

.....

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp.

Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.**

Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder entity), the
following:

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration, C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**1 THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE
GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT
MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022**

PART 1: AGREEMENTS AND CONTRACT DATA

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2 PART 1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS - CONTRACT NUMBER-07-1613-2022

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

By the representative of the Tenderer, deemed to be duly authorized, signing this apart 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 PRICE INCLUSIVE OF VALUE ADDED TAX (VAT) IS

_____ Rand (in words);
 _____ (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.

For the Tenderer:

Signature

Name

Capacity

Name and address of organization:

Signature and name of witness

[Failure of a Tenderer to complete and sign this part of the Form of Offer and Acceptance will invalidate the tender].

Acceptance

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

The terms of the contract, are contained in

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information

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

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance 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.

FOR THE EMPLOYER

Signature: _____

Name: _____

Capacity: _____

Employer: *(Name and address of organisation)*

Witness :

Signature: _____

Name: _____

Date: _____

Schedule of Deviations

Notes:

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

Subject

Details

Subject

Details

Subject

Details

Subject

Details

By the duly authorised representatives signing this 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: *(Name and address of organisation)*
.....

Witness :

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*
.....

Witness :

Signature:

Name:

Date:

C1.2 Confirmation of Receipt

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

The (day)

Of (month)

20..... (year)

At (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

.....

C1.3 Contract Data

General Conditions of Contract

The Conditions of Contract are the “General Conditions of Contract” as they appear on pages 1 to 92 of the publication “General Conditions of Contract for Construction Works, Second Edition, 2010”, as amended by any official corrigenda and errata, released by its publisher up to the Base date of this Contract, and as further amended and supplemented by this Contract Data.

Each party to the Contract shall purchase its own copy of the publication “General Conditions of Contract for Construction Works, Second Edition, 2010” together with all official corrigenda and errata issued up to the Base Date of this Contract. These are available from:

South African Institution of Civil Engineering

Private Bag X200

Halfway House 1685

South Africa

Tel +27 (0)11 805 5947

CONTRACT-SPECIFIC DATA

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

The following contract specific data referring to the General conditions of contract for Construction Works, Second Edition 2010, are applicable to this contract.

Clause	Data
1.1.1.13	The Defects Liability Period is 365 days.
1.1.1.14	The time for achieving Practical Completion is 3 years . A time measured from the commencement date
1.1.1.15	The name of the Employer is Ugu District Municipality
1.1.1.26	The Pricing Strategy of a Re-measurement Contract shall apply

1.2.1.2	The address of the Employer is: Physical address: <i>96 Marine Drive, Oslo Beach</i> Postal address: <i>96 Marine Drive, Oslo Beach</i> e-mail address: <i>rowan.mlambo@ugu.gov.za</i> Contact numbers: Tel. : <i>039 688 3441</i> Fax :
1.1.1.16	The name of the Engineer is:
1.2.1.2	The address of the Engineer is: Physical address: Postal address: e-mail address: Contact numbers: Corporate : Direct : Mobile : Fax :
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	The time to submit the documentation required before commencement with Works execution is 14 day.
5.8.1	The non-working days are Saturdays and Sundays The special non-working days are: Statutory public holidays; and All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date.
5.13.1	The penalty for failing to complete the Works is R2 000 per day

5.16.3	The latent defect period is: For civil engineering works: 1 year for gravel roads excluding bridges and tunnels 10 years for the rest. For building works: 5 years For electrical/mechanical works: 3 years Commencing on the date of certification of Practical Completion.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 5% of the contract value.
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is Nil
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
8.6.1.3	The limit of indemnity for liability insurance is R
10.5.3	The number of Adjudication Board Members to be appointed is one .

Optional Data:

Clause	Data					
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 table:					
	Delegated to ER*	Requires EWA*	GCC Clause No	Description	Financial limit per occurrence	Total financial limit for contract
		Y	1.2.1.2	Change of address	NA	NA
	N		2.2.3	Adverse physical conditions	NA	NA
			2.4.1	Ambiguity in or discrepancy between documents	NA	NA
		Y	3.2.1	Engineer's Representative's appointment and termination	NA	NA
		Y	3.2.4	Engineer's Representative acting on Engineer's behalf	NA	NA
			3.2.6	Engineer's Representative's orders or instructions causing dissatisfaction	NA	NA
			4.3.1	Proof of compliance with applicable laws	NA	NA
			4.3.2	Proof of good standing with payments in terms of legislation	NA	NA
			4.5.4	Payment for notices and fees	R_____	R_____
			4.7.1	Fossils, etc. on Site	NA	NA
		Y	4.8.2	Facilities for others	NA	NA
		Y	4.9.1	Removal of Construction Equipment from Site	NA	NA

Clause	Data				
		4.10.1	Use of Site for Contractor's employees	NA	NA
		4.10.2	Contractor's employee information	NA	NA
		4.11.2	Removal of Contractor's employee from Works	NA	NA
		4.11.2	Re-employment of Contractor's employee	NA	NA
	Y	4.12.2	Approval of Site Agent	NA	NA
		5.3.1	Commencement with executing the Works	NA	NA
		5.6.3	Approval of programme	NA	NA
		5.6.4	Adjustment of programme	NA	NA
	Y	5.7.1	Rate of progress falling behind programme	NA	NA
	Y	5.7.1	Steps taken to expedite progress	NA	NA
		5.7.2	Work at night	R_____	R_____
	Y	5.7.3	Acceleration of rate of progress	NA	NA
		5.7.3	Payment for acceleration	R_____	R_____
	Y	5.8.1.1	Work during non-working times	R_____	R_____
		5.9.1	Instructions and drawings on Commencement Date	NA	NA
		5.9.2	Further instructions and drawings	NA	NA
		5.9.3	Requested instructions and drawings	NA	NA
	Y	5.9.7	Contractor's designs	NA	NA
	Y	5.9.7	Departing from Contractor's designs	NA	NA
	Y	5.11.1	Suspension of the Works	NA	NA
		5.11.3	Proceeding with Works after suspension	NA	NA
N		5.12.4	Acceleration instead of extension of time	R_____	R_____
		5.13.2	Reduction in penalty	R_____	R_____
N	Y	5.14.1	Work to be completed for Practical Completion	NA	NA
N	Y	5.14.2	Certificate of Practical Completion	NA	NA
N		5.14.4	Certificate of Completion	NA	NA
N		5.16.1	Final Approval Certificate	NA	NA
	Y	6.3.1	Variation orders	R_____	R_____
	Y	6.3.2.1	Confirmation of a Variation Order	NA	NA
		6.4.1	Valuation of a Variation Order	NA	NA
		6.4.1.3	Consultation on valuation of a Variation Order	NA	NA
		6.4.1.4	Dayworks as a Variation Order	R_____	R_____
	Y	6.4.2	Delivering the valuation of a Variation Order	NA	NA
		6.5.1.3	Construction Equipment rates for dayworks	NA	NA
		6.5.2	Materials for dayworks	R_____	R_____

Clause	Data					
			6.5.3	Workmen, materials and Construction Equipment used for dayworks	NA	NA
			6.6.1	Provisional sum work		
			6.6.3	Prime cost work		
			6.7.2	Valuation of the Works	NA	NA
			6.7.3	Measurement of work	NA	NA
			6.8.4	Costs due to changes in legislation	NA	NA
			6.9.3	Plant and materials becoming property of Employer	NA	NA
			6.10.1	Monthly payment certificate	NA	NA
			6.10.4	Delivery of payment certificate	NA	NA
			6.10.7	Correction of previous payment certificate	NA	NA
			6.10.8	Completion payment certificate	NA	NA
			6.10.9	Final payment certificate	NA	NA
			6.11.1	Variations exceeding 15%		
			7.1.1	Unsuitable Construction Equipment	NA	NA
			7.4.1	Samples of materials	NA	NA
			7.4.2	Test specimens	NA	NA
			7.4.3	Tests	NA	NA
			7.4.5	Reports on tests	NA	NA
			7.5.1	Covering up work	NA	NA
		Y	7.5.2	Delivery of Plant to Site	NA	NA
		Y	7.5.3	Testing and examining Plant and work	NA	NA
			7.5.5	Uncovering work	NA	NA
		Y	7.6.1	Making good and retesting of Plant	NA	NA
			7.6.2	Plant failing testing	NA	NA
		Y	7.6.3	Removal of improper work	NA	NA
		Y	7.7.1	Search for defects	NA	NA
		Y	7.8.1	Making good of defects	NA	NA
		Y	7.9.1	Work by others during emergency	NA	NA
			8.2.2.2	Damage due to excepted risks	NA	NA
			8.5.1	Reporting accidents	NA	NA
			9.1.5	Termination of Contract	NA	NA
	N	Y	9.2.1	Consultation on breach of Contract by Contractor	NA	NA
	N	Y	9.2.1	Breach of Contract by Contractor	NA	NA
	N	Y	10.1.3	Facts to assess Contractor's claim	NA	NA
	N	Y	10.1.5	Consultation on Contractor's claim	NA	NA
	N	Y	10.1.5	Ruling on Contractor's claim	R_____	R_____
	N	Y	10.2.3	Consultation on dissatisfaction claim	NA	NA
	N	Y	10.2.3	Ruling on dissatisfaction claim	NA	NA
	TOTAL FOR CONTRACT					R_____
*The following abbreviations apply to the above table:						

Clause	Data
	ER Engineer's Representative EWA Engineer's Written Action N No NA Not Applicable Y Yes
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but shall be as set out elsewhere in the Contract.
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is _____ The values of the coefficients are: a = _____ b = _____ c = _____ d = _____ The Site or largest part thereof shall be deemed to be located in the national province of Kwa-Zulu Natal. The applicable industry for the Producer Price Index for materials is Building and Construction Civil Engineering The area for the Producer Price Index for fuel is Coast The base month is _____
10.7.1	The determination of disputes shall be by arbitration

The variations to the General Conditions of Contract are:

	None
--	------

The additional clauses to the General Conditions of Contract are:

Clause	Data
5.12.2.2.1	A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals __ days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.

Clause	Data
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Errata – Corrections to the General Conditions of Contract:

Clause	Data
Page 116	Add the following below the text: “PART 3: ERRATA TO GCC 2010 BY SAICE All updates, errata or other amendments to GCC 2010 published by SAICE prior to the Base Month of this Contract shall be deemed to form part of GCC 2010. PART 4: ERRATA TO GCC 2010 BY THE EMPLOYER The items in this part 4 shall be deemed to be supplementary corrigenda to GCC 2010 by the Employer, and shall be deemed to form part of GCC 2010. In the event of conflict between any item in this Part 4 and an item in the above Part 3, the relevant item in Part 3 shall take precedence.”
Page 93	Replace the paragraph “L” is the “Labour Index” and shall be the Consumer Price Index for the urban area nearest to the Site, as stated in the Contract Data, and as published in the Statistical News Release, P0141, Table 7.1 of Statistics South Africa.’ with “L” is the “Labour Index” and shall be the “CPI per province” Consumer Price Index, as published in the Statistical News Release, P0141, Table A of Statistics South Africa, for the national province of the geographical area of the entire Site, or largest part thereof, as stated in the Contract Data.’
Page 93	Replace ‘P01421’ with ‘P0142.1’ in three instances.
Page 111	Replace Sub-Clause 5.8.1(2) with ‘Each relevant annual year-end shutdown period recommended by the South African Federation of Civil Engineering Contractors (SAFCEC).’
Page 113	Replace the following entire phrase commencing in the 4th-last line: “The urban area nearest the Site is ... Select urban area from Statistical News Release, P0141, Table 7.1.” with ‘The Site or largest part thereof shall be deemed to be located in the national province of ... Insert the name of the applicable national province to be used for the “Labour Index”.’
Page 113	In the last line, replace ‘P01421’ with ‘P0142.1’.
Page 115	For all cells of the table, un-italicize the font. <u>Other Corrigenda</u> - On page iii, in the 4th line from the bottom, replace “Consulting Engineers South African” With “Consulting Engineers South Africa”. - On page iii, delete the period at the end of the penultimate line to restore consistency in the punctuation

C1.3.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract*, as specified in Part 1, in order to understand the implications of this Data which is required to be completed.

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

Clause	Data												
1.1.1.9	The Name of the Contractor is _____												
1.2.1.2	The address of the Contractor is: Physical address: Postal address: e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:												
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1"> <thead> <tr> <th>Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)</th><th>Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of _____% of the Contract Sum.</td><td></td></tr> <tr> <td>Performance guarantee of _____% of the Contract Sum.</td><td></td></tr> <tr> <td>Retention of _____% of the value of the Works.</td><td></td></tr> <tr> <td>Cash deposit of _____% of the Contract Sum plus retention of _____% of the value of the Works.</td><td></td></tr> <tr> <td>Performance guarantee of _____% of the Contract Sum plus retention of _____% of the value of the Works.</td><td></td></tr> </tbody> </table>	Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)	Indicate "Yes" or "No"	Cash deposit of _____% of the Contract Sum.		Performance guarantee of _____% of the Contract Sum.		Retention of _____% of the value of the Works.		Cash deposit of _____% of the Contract Sum plus retention of _____% of the value of the Works.		Performance guarantee of _____% of the Contract Sum plus retention of _____% of the value of the Works.	
Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)	Indicate "Yes" or "No"												
Cash deposit of _____% of the Contract Sum.													
Performance guarantee of _____% of the Contract Sum.													
Retention of _____% of the value of the Works.													
Cash deposit of _____% of the Contract Sum plus retention of _____% of the value of the Works.													
Performance guarantee of _____% of the Contract Sum plus retention of _____% of the value of the Works.													
6.5.1.2.3	The percentage allowance to cover overhead charges is _____												

C1.4 Form of Guarantee

C1.4 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means: **Ugu District Municipality**

“Contractor” means:

“Engineer” means:

“Works” means: Contract

“Site” means:

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

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

Amount in words:

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

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

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

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

Signed at
Date
Guarantor's signatory (1)
Capacity
Guarantor's signatory (2)
Capacity
Witness signatory (1)
Witness signatory (2)

C1.5 ADJUDICATOR'S CERTIFICATES

C1.5.1 DISCLOSURE STATEMENT

Please note that words in italics within brackets are items which should be stated.

(Date)

Contract:

Contractor:

Employer: Ugu District Municipality

Dear Sirs

I am willing and available to serve as (*ad-hoc/standing*) Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.

I have had no previous involvement with this project.

I do not have any financial interest in this project.

I am not currently employed by the Contractor, Employer or Engineer.

I do not have any financial connections with the Contractor, Employer or Engineer.

I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.

I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

C1.5.2: ADJUDICATION BOARD MEMBER AGREEMENT

This Agreement is entered into between:

Adjudication Board Member:

Name:

Physical address:

.....

.....

Postal address:

.....

.....

e-mail address: Fax number:

Telephone number: Mobile number:

Contractor:

Name:

Physical address:

.....

.....

Postal address:

.....

.....

e-mail address: Fax number:

Telephone number: Mobile number:

Employer:

Name: Ugu District Municipality

Page C 21

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN
UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

Physical address: 96 Marine Drive, Oslo Beach

Postal address: 96 Marine Drive, Oslo Beach

Fax number: Telephone number: **0396885700**

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for Contract

.....
which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Second Edition, 2010, must be referred to (*ad-hock adjudication/standing adjudication*).

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
 - (a) A monthly retainer of (*amount*)
for.....(*number*) of months, and/or

- (b) A daily fee of (amount)
based on a (number) hour day, and or
- (c) A hourly free of (amount), and/or
- (d) A non-recurrent appointment fee of (amount)
which shall be accounted for in the final sums payable.

8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (*Contractor/Employer**) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoices shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature

Employer's name: **Ugu District Municipality**

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

**Delete the inapplicable party*

**C1.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

**C1.6: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between **Ugu District Municipality** (hereinafter called the EMPLOYER)

of the one part, herein represented by:

in his capacity as:

AND:

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

.....

in his capacity as:

duly authorized to sign on behalf of the Contractor.

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

Contract UGU-07-1613-2022.....

.....

for the construction, completion and maintenance of the works;

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

NOW THEREFORE the parties agree as follows:

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

comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

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

on this the day of 20.....

SIGNATURE:.....

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

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

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

**THE IMPLEMENTATION OF WATER SERVICES
INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

CONTRACT UGU-07-1613-2022

C2: PRICING DATA

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3.0 MEASUREMENT	PD 2
4.0 PRICES INCLUSIVE	PD 2
5.0 SPECIFICATIONS AND DESCRIPTIONS	PD 2
6.0 COMPLETION OF SCHEDULE OF QUANTITIES	PD 2
7.0 METHOD OF MEASUREMENT	PD 3
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9.0 TRADE NAMES, PROPRIETARY BRANDS ETC	PD 5
10.0 MATERIALS AND WORKMANSHIP	PD 5
C2.2 SCHEDULE OF QUANTITIES	PD 6

C2.1 Pricing Instructions

1.0 GENERAL

The Contractor's attention is drawn to the Conditions of Contract, to the Specification and the Tender Drawings, all of which are to be read in conjunction with the Schedule of Quantities.

2.0 STANDARD SYSTEM

The Schedule of Quantities shall be interpreted in accordance with the method of measurement set out in the Specifications except where variations are implied by the omission of items or by the actual wording of the items in the Schedule of Quantities.

The quantities in the Schedule of Quantities are provisional. The Works as executed will be measured for payment in accordance with the Schedule of Quantities and under the items set forth therein, notwithstanding any custom to the contrary.

In the event of any item to be measured not being reasonably covered by the above Schedule, then the Standard Method of Measurement described in Clause 6.7 of the General Conditions of Contract (2010) shall apply and the appropriate rate shall be negotiated between the Engineer and the Contractor.

3.0 MEASUREMENT

Measurement shall be made of the finished work from the net dimensions or masses indicated in the drawings, and no allowance has been made, or will be made for waste.

4.0 PRICES INCLUSIVE

Prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive value of the Work described under the several items. The items shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, laps, patterns, models and templates, labour, plant, fuel, hiring costs, temporary works, return of packings, safety precautions, overheads, on-costs, establishment charges, profit and all other costs and expenses which may be required in and for the construction of the work described together with all risks, liabilities and obligations arising out of the Conditions of Contract or implied in the Documents on which the Tender is to be based. Where special risks, liabilities and obligations cannot be dealt with as above, then the price thereof is to be separately stated in the item provided for the purpose.

5.0 SPECIFICATIONS AND DESCRIPTIONS

Descriptions in the Schedule of Quantities are abbreviated and all Specification Clauses shall be read and deemed to apply to the items described in this Schedule of Quantities which are to be priced accordingly.

In the event of any Clause in the preceding Specifications being in conflict with any description and/or amplification thereof in the Schedule of Quantities the former shall prevail, and the Project Specification shall take precedence over the General Specification.

Directions and description of work and material given in the Specification are not necessarily repeated in the Schedule of Quantities. Reference is to be made to the Conditions of Contract,

Specification and other relevant documents for this information. While references may be given in the Schedule, such references are not necessarily complete.

6.0 COMPLETION OF SCHEDULE OF QUANTITIES

- a) Price or rate shall be entered against each item where provision is made for such pricing in the Schedule of Quantities whether quantities are stated or not and no two or more items can be bracketed together for a single price or rate. Items against which **N/A, left blank or –** is entered are to be considered as incomplete and will invalidate the tender. Items against which **NIL or zero (0)** is entered are to be considered to be fully priced and the tenderer will provide the items in question as specified at zero (0) or NIL price.

The Schedule of Quantities shall be completed in full in ink.

7.0 METHOD OF MEASUREMENT

Quantities have generally been measured in accordance with SABS 1200 Standard Specifications where applicable and where not applicable then generally in accordance with the Sixth Edition (including amendments) of the Standard System of Measuring Builder's Work as issued by the Association of South African Quantity Surveyors unless otherwise stated herein.

7.1 DEMOLITIONS

7.1.1 All rates shall include for breaking up and removing from Site to a dump selected by the

Contractor or delivery of materials to the Employer's Stores on Site where specified.

7.2 STRUCTURAL STEELWORK AND METALWORK

7.2.1 Structural steel is generally measured in metric tonnes and quantities are generally rounded off to two decimal places.

7.2.1.1 Masses of steelwork shall be calculated in accordance with the mass list issued by the South African Institute of Steel Construction – Structural Steel Tables current at enquiry dates and no allowance has or shall be made for rolling margins, binding wire or waste.

7.2.1.2 Should the mass of the steel actually used in the Works vary in any way from the above mass list, the variance shall be for the Contractor's account and the listed masses shall be strictly adhered to in all calculations affecting the mass of steel. The Contractor shall allow for rolling margins, a weld, shop bolts, etc., in the rates and not by a percentage addition to the mass.

7.2.1.3 All bolts, nuts and washers for site bolting of structural steelwork shall be calculated on the basis of 1,5% of the mass calculation of bolted items and costed at the rates applicable to the respective bolted items. No deduction shall be made for bolt holes and notches on rolled section only.

7.2.2 Rates for structural steelwork and metalwork shall include:

7.2.2.1 Fabrication, weld metal, all holes, shop bolts, rolling margins and waste, all fittings and connections included in the measured mass, all shims, laminated packs, wedges, comb shims, etc., and for shop preparation and shop painting of all surfaces or hot dip galvanising as required.

- 7.2.2.2 Temporary propping and bracing of steelwork during erection.
- 7.2.2.3 Priming before delivery and touching up primer or touching up galvanising with “Zinc Galv. 6” or other approved cold galvanising compound.
- 7.2.2.4 Rates for angles, frames, sleeves, bolts, inserts and other sundry metalwork shall include for casting into concrete unless otherwise specified.
- 7.2.2.5 Rates for gratings shall include for banding around perimeter.
- 7.2.2.6 Rates for hand and knee rails shall include for closed ends, angles, ramps, stanchions, etc.

7.3 PLUMBING AND DRAINAGE

- 7.3.1 Rates for pipes shall include if not allowed for in the schedule of quantities:
 - 7.3.1.1 Bending pipes, jointing pipes of differing materials, jointing to taps, valves, traps, etc.
 - 7.3.1.2 Nipples, sockets, collars, couplets, etc., concerned.
 - 7.3.1.3 Supports, clips, saddles, holder bats, etc.
 - 7.3.1.4 Fittings for pipes not exceeding 28mm diameter.
 - 7.3.1.5 Excavation, selected fills blanket and main fill.

7.4 PAINTING

- 7.4.1 Painting to all work, including isolated components, sundry metalwork items, pipes, gutters, etc., shall be measured in m² unless otherwise described in the items.
- 7.4.2 Painting to structural steel shall be measured in tonnes.
- 7.4.3 Painting to handrails shall be measured to the actual length of hand rail and not individual components.
- 7.4.4 Narrow widths have been measured and added to the quantities for the associated major items.

7.6 TERMS USED

In this Schedule of Quantities the following expressions shall have the meanings hereinafter assigned to them unless otherwise described in the items concerned:-

- (i) “ALLOW” Where the word “allow” is used in any item of the Schedule of Quantities the sum entered by the Contractor is at his risk and shall cover all costs and charges in respect of the work referred to during the period of the Contract.
- (ii) “PROVIDE” Where the word “provide” is used and a sum has been inserted by the Engineer to cover the cost of any particular item of work, the sum so entered shall be dealt with in accordance with the provisions of the

General Conditions of Contract.

- (iii) “BUDGETARY ALLOWANCE” Where the word “budgetary allowance” is used, the sum inserted by the Engineer to cover the cost of the particular item of work will be omitted during the Contract and the work will be measured in accordance with the procedure set out in the Schedule of Quantities and valued at the rates contained in the priced Schedule of Quantities for similar work.

8.0 APPROVED, DIRECTED OR SELECTED

- 8.1 The words “approved”, “directed” or “selected” refer to the approval, direction or selection of the Engineer.

9.0 TRADE NAMES, PROPRIETARY BRANDS, ETC

All materials, fittings, furnishings, etc., specified under a Trade Name, Proprietary Brand or Catalogue Reference, shall be:

- 9.1 Used in strict accordance with the Manufacturer’s latest printed instructions.
- 9.2 Either exactly as described or of equal quality, weight or specification and approved by the Engineer.

The Contractor shall first obtain written approval from the Engineer before goods are placed on order from a source of supply other than is specified herein. Such approval shall not be unreasonably withheld.

10.0 MATERIALS AND WORKMANSHIP

All materials shall be the best of their respective kinds specified and the workmanship shall be the standard defined for the trade tests required for such work and to the approval of the Engineer.

In all cases the materials and workmanship shall be in accordance with the latest edition of the relevant South African Bureau of Standards (SABS) or if not defined therein the British Standard Specification (BSS) or Code of Practice (BSCP) unless otherwise specified.

The quantities given in this Schedule should not be used for ordering materials.

C2.2 SCHEDULE OF QUANTITIES

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
 WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
 CONTRACT UGU-07-1613-2022

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
A		SECTION A: PROVISION OF PROFESSIONAL SERVICES – TERM CONTRACT SERVICES				
A1		Preparation and/or updating of a 5-year Master and Business Plan for Ugu DM Area of supply as per provided template	No.	1.00		
A2		Compilation of pressure optimisation programme across the district	Prov Sum			R200 000.00
A3		Production of system specific IWA Water Balances and KPI's for Ugu DM	Month	36		
A4		Packaging of data in line with the No Drop requirements	No.	3		
A5		Production of monthly progress reports and attendance at monthly PSC meetings	No	36		
A6		Provision of Smart Infrastructure Platform as per specification	Prov Sum	1		R350 000.00
A6.1		Service Provider's Mark-Up on item A6	%			
A7		Monthly Platform Hosting and Maintenance Cost per point per month	No	9000		
		TOTAL SECTION A				

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
B		SECTION B: PROVISION OF PROFESSIONAL SERVICES – TIME RELATED COSTS				
B1		<u>NRW Reduction Team</u>				
B1.1		Project Director (Category A)	Day	781		
B1.2		Project Engineer (Category B)	Day	781		
B1.3		Pipeline Replacement Design Engineer (Category B)	Day	781		
B1.4		Leak Detection Engineer (Category B)	Day	781		
B1.5		Civils Supervision Engineer (Category B)	Day	781		
B1.6		GIS Specialist (Category C)	Day	781		
B1.7		Revenue Enhancement Personnel (Category B)	Day	781		
B1.8		Metering Engineer (Category C)	Day	781		
B1.9		Rezoning Engineer (Category C)	Day	781		
B1.10		<u>Electro/Mechanical Engineer (category B)</u>	Day	781		
B2		<u>Technical and Support Staff - NRW Reduction Team</u>				
B2.1		Leak Detection QA Technician (Category D)	Day	781		
B2.2		Civils Supervision Technician (Category D)	Day	781		
B2.3		Metering Technician 1 (Category D)	Day	781		
B2.4		Metering Technician 2 (Category D)	Day	781		
B2.5		Rezoning Technician (Category D)	Day	781		
		TOTAL SECTION B				

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
		SECTION C: PROVISION OF PROFESSIONAL SERVICES - DISBURSEMENTS				
C1		Allowance for plans and prints	Sum			R200 000.00
C2		Office overheads	Month	36		
C3		Provision of vehicle, including all associated costs as described in the pricing instructions:				
C3.1		Project Director	Km	144 000		
C3.2		Project Engineer	Km	180 000		
C3.3		Leak Detection Engineer	Km	180 000		
C3.4		Pipeline Replacement Design Engineer	Km	50 000		
C3.5		GIS Specialist	Km	120 000		
C3.6		Revenue Enhancement Personnel	Km	120 000		
C3.7		Metering/Rezoning Engineer	Km	180 000		
			Km	70 000		
C3.8		<u>Electro/Mechanical Engineer (category B)</u>	Km	216 000		
C3.9		Leak Detection QA Technician				
C3.10		Civils Supervision Technician	Km	216 000		
C3.11		Metering Technician 1	Km	216 000		
C3.12		Metering Technician 2	Km	216 000		
C3.13		Rezoning Technician	Km	216 000		

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
C4		Provision for minimum security	Prov Sum			R1 200 000.00
C5		<u>Accommodation</u>				
C5.1		Project Director (Category A)	Month	36		
C5.2		Project Engineer (Category B)	Month	36		
C5.3		Pipeline Replacement Design Engineer (Category B)	Month	36		
C5.4		Leak Detection (Category B)	Month	36		
C5.5		Civils Supervision Engineer (Category B)	Month	36		
C5.6		GIS Specialist	Month	36		
C5.7		Revenue Enhancement Personnel	Month	36		
C5.8		Metering Engineer (Category B)	Month	36		
C5.9		<u>Electro/Mechanical Engineer (category B)</u>	Month	36		
C5.10		Leak Detection QA Technician (Category D)	Month	36		
C5.11		Civils Supervision Technician (Category D)	Month	36		
C5.12		Metering Technician 1 (Category D)	Month	36		
C5.13		Metering Technician 2 (Category D)	Month	36		
C5.14		Rezoning Technician (Category D)	Month	36		
		TOTAL SECTION C				

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
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Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
D1		SECTION D: CONTRACT MANAGEMENT WC/WDM Awareness Campaigns	Prov Sum			R2 000 000.00
D1.1		Service providers mark-up on D1	%			
D2		Purchase of field equipment (data loggers, PRV failure devices, LD equipment)	Prov Sum			R2 000 000.00
D2.1		Service Providers mark-up on D3	%			
D3		Allowance for reservoir inlet and outlet meter repair/ replacement/ installation (including security)	Prov Sum			R4 000 000.00
D3.1		Service Providers mark up on D4				
D4		Existing infrastructure replacement programme	Prov Sum			R90 000 000.00
D4.1		Service Providers mark-up on D4	%			
D5		Mains and reticulation leak detection surveys and repairs	Prov Sum			R5 000 000.00
D5.1		Service Providers mark-up on D5				
D6		Cluster metering of standpipes and tanker points	%			
D6.1		Service Providers mark-up on D6	Prov Sum			R4 000 000.00
D7		Maintenance, Design, installation and commissioning of old and new PRV's	%			
D7.1		Existing PRV optimisation programme implementation	Prov Sum			R3 000 000.00

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
 WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
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Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
D7.2		PRV Design and Commissioning	Prov Sum			R2 000 000.00
D7.3		Installations and commissioning of new PRVs	Prov Sum			R4 000 000.00
D7.4		Service Providers mark up on D7.3	%			
D8		Installation of advanced controllers on selected PRVs	Prov Sum			R1 000 000.00
D8.1		Service Providers mark up on D8	%			
D9		Existing infrastructure refurbishment programme	Prov Sum			R15 000 000.00
D9.1		Service Providers mark up on D9	%			
		TOTAL ON SECTION D				

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
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Item	Payment Ref.	Description	Unit	Qty	Rate	Amount
E1		SECTION E: SUPPLY OF MATERIALS Supply of Lockable Glass Reinforced Manhole Cover and Frame with Electronic/Bluetooth Locking Mechanism (135Kn Load Rating)/650mm Daylight Opening (SMC)	No	250		
E2		Supply and Delivery of Dry Underground Distribution Chamber (SMC - IP68) with Electronic/Bluetooth Locking Mechanism (135Kn Load Rating) 650m Daylight Opening - Depth 1000mm	No	25		
E3		Supply and Delivery of Distribution Chamber (IP67) with Electronic/Bluetooth Locking Mechanism (135Kn Load Rating) 350m Daylight Opening (SMC) - Depth 1000mm	No	50		
E4						
		TOTAL ON SECTION E				

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
 WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
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SUMMARY OF BILL OF QUANTITIES		
SECTION	DESCRIPTION	
A	PROVISIONAL OF PROFESSIONAL SERVICES – TERM CONTRACT SERVICES	R
B	PROVISIONAL OF PROFESSIONAL SERVICES – TIME RELATED COSTS	R
C	PROVISION OF PROFESSIONAL SERVICES – DISBURSEMENTS	R
D	CONTRACT MANAGEMENT	R
E	SUPPLY OF MATERIALS	R
	SUB-TOTAL (Excluding VAT)	R
	ADD 10% CONTINGENCIES	R
	SUB-TOTAL	
	ADD 15% VAT	
	TOTAL	R

1 THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG)
FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF
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C3.1: DESCRIPTION OF WORK

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C3 SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 Employer's Objectives

The *Employer's* objective for the Non-Revenue Water Reduction Programme is to reduce the level of NRW in the Ugu District Municipality area of supply from its current levels of 36.7% by volume (2020/21) to approximately 28% by 2024/25.

Furthermore, *Employer's* objective for the Non-Revenue Water (NRW) Reduction Programme seeks to provide a flexible strategic and operational framework for the implementation of NRW reduction interventions over a five year framework. The objectives of the NRW work plan will include the following;

- To assist Water Services Authority (WSA) to provide interim and/or intermediate and/or localised water supply services to consumers currently without services, particularly those in rural areas;
- Reduce frequencies of intermittent supply to areas already reticulated;
- Setting the framework for NRW reduction and/or WC/WDM activities within UDM in terms of a standard approach and methodology;
- Presenting UDM-specific trends in accordance with this framework;
- Identifying key challenges and critical success factors for implementing WC/WDM initiatives;
- Identification and prioritisation of highest impact NRW reduction intervention through the collection of information obtained from a series of work packages and/or pilot projects;
- Decreasing the real or physical water losses to an economically acceptable level
- Increasing the water sales volumes to consumers through either the installation, replacement or management of consumer meters
- Development of Key Performance Indicators and Measurement baselines to measure improvements in the reduction of network losses;
- Establishing management guidelines and structures in terms of managing the overall WC/WDM roll-out through the available funds; and
- Determining the budget allocations for various initiatives insofar as utilising the available budgets are concerned.

Under this Contract No: UGU-07-1613-2022, Ugu District Municipality is inviting tenders for **THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

C3.1.2 Overview of the Works

The Ugu District Municipality will initiate a 5-year Non-Revenue Water Reduction Programme to reduce the current levels of NRW by volume currently at 28%. In order to achieve this, the Employer needs a Consultant to implement a detailed NRW programme within its area of jurisdictions. The overall NRW Programme includes:-

- WC/WDM awareness campaigns
- General media awareness and notices
- NRW Reduction Team and Capacity Building
- Development of real loss reduction policies
- Development of apparent loss policies
- Development and implementation of operations and maintenance plans, asset management plans and rehabilitation plans
- Evaluation of condition of deteriorating infrastructure
- Purchase of field equipment (data loggers, PRV failure devices, LD equipment)
- Allowance for upgrades to existing telemetry system
- Reservoir inlet control inspection and replacement
- Planned mains replacement programme
- Design, installation and commissioning of new PRVs
- Installation of advanced controlled on selected PRVs

C3: SCOPE OF WORK

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS CONTRACT UGU-07-1613-2022

- Allowance for reservoir outlet meter repair, replacement and installation (including security)
- Mains and reticulation leak detection surveys and repairs
- Domestic leak repair and domestic plumbing retro-fitting programs
- Top 100 consumers investigation and meter change-out
- Billing database, GIS reference and check, check every property has a connection, GPS all properties and gather data regarding meter, level of service (both water and sanitation)
- Cluster metering of standpipes and tanker points
- Metered municipal consumption – install GSM loggers, ensure that all are, improve on data transfer between reading and billing, calibrate all meters
- Installation of domestic meters
- Improvement on security of installations
- Analysis of bulk infrastructure hydraulics
- Installation of smart borehole controllers

This implementation model allows for:

- Determination of the baseline situation in terms of water balances for each supply system in accordance with international and national best practice;
- Identification of areas of possible NRW reduction, by water balance component and per supply system, prioritise these in order of impact and prepare a consolidated NRW Reduction Intervention programme;
- Establishment targets in terms of NRW by volume, supported by Key Performance Indicators and budget/funding requirements;
- Address the internal requirements necessary for the successful implementation of a NRW reduction programme in terms of resources, systems and critical success factors; and;
- Identification of short-term problems that are being experienced with the Municipality's billing database and determine any necessary corrective actions;
- Dedicated management, coordination and guidance of all NRW reduction activities within the Ugu District Municipality; and
- Accountability for performance management and results;

C3.1.3 *Extent of the Works*

The services to be carried out by the *Programme Director and Project Engineers*, to be provided through this contract, have been described below. It is envisaged that the role and responsibilities shall be carried out by two resources with experience as outlined previously in this document.

- i) Compilation of a monthly water balance, which includes, inter alia, consolidation of all Operational Areas water balances and sum of all reservoirs water balances;
- ii) Providing liaison, assistance and advice to Ugu District Municipality on all matters relating to the bulk purchase of water from its supplier;
- iii) Identification and assessment of all bulk transmission mains falling outside of the Operational Area NRW Reduction contract and preparing monthly bulk transmission main balances;
- iv) Development of all reporting templates, standards and Key Performance Indicators (KPI's) to be used;
- v) Compilation of the Performance Management System to be adopted and implemented by the *Employer* as part of the NRW Reduction Programme, including performance tracking;
- vi) Consolidate and present programme progress reports on a monthly basis;
- vii) Provide comment to the *Employer* on the quality, standard and acceptability of each team when compared to the work plan;
- viii) Consolidate and check all civils contractor and specialist consultant's invoices for accuracy and completion; Undertake quality assurance reviews on the services performed by all external service providers forming part of this programme;
- ix) Develop, work-shop and disseminate common best practice methodology to be adopted and implemented by the NRW Reduction Team; Document this best practice methodology such that it can be replicated elsewhere;

C3: SCOPE OF WORK

THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS CONTRACT UGU-07-1613-2022

- x) Provision of secretarial duties and administrative support at all programme progress meetings and other administrative or general meetings related to the programme;
- xi) Review and provide advice to the *Employer* on the effectiveness of specific NRW reduction interventions and propose alternative approaches/methodologies/interventions if required;
- xii) Issuing of all *Employer* standard information/documentation to NRW Reduction Teams;
- xiii) Preparation and presentation of programme progress presentations as and when required;
- xiv) Compilation of communication plans and messages; and
- xv) Coordination and compilation of all claims and reports as required by the *Employer*.
- xvi) Compilation of all tender documentation required for all service providers for specialist work required. This will include but is not exclusive to civils contracts, GIS/billing database specialist contracts, leak detection and repair contracts, metering contracts etc. Any outside service providers required will be dealt with and tender documentation prepared, adjudicated and supervised by the Project Engineers/Director.
- xvii) Development of real loss and apparent loss policies
- xviii) Development of Refurbishment Plan as well as Operations and Maintenance Plans
- xix) Only subcontractors with the CIDB grading of not less than 3 CE will be appointed under this programme.
- xx) The provisional sums can only be used after the approval of the Employer.

Moreover, the Project Director and Engineer will facilitate the implementation of the detailed intervention strategy as depicted below;

Detailed Intervention Strategy

System Input Volume

The following activities are recommended for specific interventions concerning the System Input Volumes;

- i. Analyse, review and test zone integrity and verify meter positions;
- ii. Existing bulk meters at outlets from reservoirs and inlets to supply zones need to be inspected for accuracy or whether they are in working order. In cases where they are missing, they should be installed;
- iii. Existing Reservoirs (and Water Treatment Plant and Borehole if they feed reticulation directly) outlet meters and Reservoir levels should be linked to a central control or remote server using GSM – based remote logging to enable daily, weekly, monthly and annual flow profiles/level profiles to be captured and interrogated for use in water balances. Any anomalies should be alarm-notified to the concerned operatives automatically;
- iv. A replacement schedule to replace bulk and reservoir meters older than 5 years need to be initiated.

Billed Authorised Consumption

The following activities are recommended for specific interventions concerning the Billed Authorised Consumption:

- i. Upgrade the Billing System and Database, ensuring that sufficient responsible personnel are correctly qualified and trained to manage the billing system;
- ii. Investigate as a matter of urgency the 10 top consumers per Local Municipality and confirm that all connections have a correctly installed flow meter, that the meter is correctly sized for average consumption, that the connection is registered in the billing system and that the meter is read regularly;
- iii. All existing connections need to be registered in the billing database and bills forwarded regularly;
- iv. Ensure billing other government departments/ municipality votes is conducted efficiently and that the meters are regularly read;
- v. All data from new connections need to be updated in the billing database;
- vi. Ensure that flow limiters are effective in limiting quotas allocated to individual consumers;
- vii. Investigate cases of replaced meters still existing in the billing database and clean the same by removal;

- viii. Investigate all consumers/properties that have zero consumption;

Unbilled Authorised Consumption

The following activities are recommended for specific interventions concerning the Unbilled Authorised Consumption:

- i. Installation of two-point controllers on all clusters of standpipes. The controllers will reduce pressure in the distribution lines to standpipes at times of minimal usage, and increase this pressure during times of high demand, on a daily basis;
- ii. All municipal consumptions must be accurately metered and consumption assigned to the relevant votes;
- iii. All unmetered standpipes within each municipality must either be individually metered or clustered, the meters should be regularly read and bills posted to relevant Departments;

Apparent Losses

The following activities are recommended for specific interventions concerning the Apparent Losses:

- i. Investigate all properties that have not been registered/legally connected – these are probably illegally connected. If found, legalise connection, install meters and bill;
- ii. Monitor zone meters frequently to pick illegal connection volumes;
- iii. Conduct a pilot project on consumer meters that are five, 10, 15 years old and older to determine their accuracy levels;
- iv. Preparation of a schedule of replacing all faulty meters;
- v. Develop and implement a meter replacement strategy

Real Losses

The following activities are recommended for specific interventions concerning the Real Losses:

- i. Active Leakage Detection
 - Conduct step tests, flag areas of high losses and undertake 100% inspection (and sounding when needed) of all water mains, reticulations and connections in these areas of high losses
 - Metering of individual pressure zones and online monitoring of the same, with alarm levels pre-set
 - Continuous and intermittent night flow analysis
 - Identification of operation of the systems
 - Temporary placement of leakage detection equipment and /or loggers
- ii. Pressure Management
 - Conducting extensive pressure logging, monitoring and zoning for the entire UDM
 - Adoption of new design standards/pressure zones. In this regard, it is recommended that all existing and future supply zones be designed so as not to exceed 50m static pressure
 - Installation of intelligent PRVs and flow meters on larger PRV's so that both holiday peak demand can be accommodated while simultaneously reducing off-peak system pressures
 - A PRV maintenance schedule be created and adhered to
- iii. Operational Management
 - Development and implementation of an asset management plan
 - Evaluation of condition of deteriorating infrastructure
 - Development of rehabilitation plan
 - Development of an operational and maintenance plan
 - Development of a standards and procedures manual

Water Audits/ Water Balancing

The following activities are recommended for specific interventions concerning the improvement of the level of accuracy and confidence of water balancing:

- i. Initiate, develop and enforce water loss reduction policies
- ii. Conduct a complete check on all properties within the district, capture dwelling characteristics and backlogs, GPS, and convert data into shape files.
- iii. Verify number of connections, both registered and unregistered
- iv. Verify system characteristics and supply system boundaries
- v. Collate monthly various water balance component figures
- vi. Conduct monthly water balances per supply system

Consumer Demand Management

The following activities are recommended for specific interventions on consumer demand management:

- i. Conduct regular consumer education campaigns
- ii. Initiate consumer participation in water services
- iii. Initiate domestic leak repair programs based on priority areas
- iv. Initiate domestic plumbing retro-fitting
- v. Develop on-going plumbing repair facilities
- vi. Conduct consumer financial management campaigns
- vii. Improve and enforce regulations and governance
- viii. An extensive schools programme which might also include annual competitions between schools (e.g. with a prize for the lowest water consumption, the lowest per capita consumption and for the best WC/WDM Strategy poster design etc.)
- ix. Public awareness programmes (PAP's) conducted in conjunction with the media to inform the public of what the Municipality is doing (and has done) to save water. The PAP's should focus on a 'lead-by example' approach whereby the authorities reveal their own successes instead of informing end-users what they should do to save water.
- x. Addressing issues regarding non-payment of water
- xi. Large water consumers' one-on-one custom methods to reduce demand.

Program Sustainability

The following activities are recommended for specific interventions to ensure the sustainability of the program:

- Revision of water services by-laws.
- Development and deployment of a permanent municipal NRW team
- Development of management and monitoring systems
- Development of an on-going sustainability plan and strategy
- On-going consumer interactions and demand management interventions.

SmartLock Chamber Specifications

Supply of Lockable Glass Reinforced Manhole Cover and Frame with Electronic/Bluetooth Locking Mechanism (135Kn Load Rating)/650mm Daylight Opening (SMC) to be of the following specifications

1. Lid and Frame Construction

- A Sheet Molded Compound, Glass Reinforced lockable polymer (Minimum 30% Glass Fibre) cover;
- Load And Impact Strength: Sans 558:2009 Heavy Duty Roadway Applications(13.5 Ton);
- Sans1936: En -124 B125 (125 KN);
- The Lid and Frame to be UV stabilised to ensure no UV degradation takes place
- Latch and lid locator thermoplastic
- Metal Components and fasteners to be fabricated out of 304 stainless steel
- The manufacturing facility and techniques to comply with ISO 9001 quality standards;

- The locking mechanism lid and frame lid and frame must have mechanical locking System complete with tamper proof key.
- Lid surface must be raised and Have A non-slip pattern
- Top slab to be casted into a concrete top slab to fit existing chambers. Contractor to make provision for 1.35 cube of concrete (19/25Mpa) with Y10 (20 Kg's) and all form work material (steel/timber) required for casting of a smooth concretes chamber cover (Dimensions 3m*1.5*0.3m).

2. Electronic Lock

- Tested to IEC 60068-2 and IEC 60529
- Operating temperature: -10°C to 55°C
- Dimension – 80mm*80mm*60mm
- Construction – ABS Plastic housing with potted electronic;
- No power connection or communication line must be required. The device must be powered using the inductive circuit from the electronic key;
- Sealed and certified to IP67.
- Compact design to minimize space requirements.
- Maintenance free.
- High grade stainless steel locking pin.

3. Electronic Key

- Construction - ABS plastic with stainless steel antenna housing
- Dimensions - 60mm x 26mm x 113mm (various antenna lengths available)
- Communication - Bluetooth modem
- Mobile communication via phone
- Power source 2000mAh lithium ion battery
- Mobile operating system Android and iOS

Borehole Controller Specifications

Regulations governing the development, installation and operation of Borehole Pumps are under the spotlight due to concerns around climate change, available surface water, available ground water as well as receding levels of ground water. Traditionally suppliers of borehole pumping equipment have been providing clients and users with minimum requirement to enable the borehole to supply water with any control or monitoring or recordings being done.

In this regard, the Municipality requires the development of a 'Smart Borehole Pump Controller' that caters for all aspects of legislation, operation, control and monitoring that can be retrofitted to existing boreholes or easily installed as a going concern offering full scope of package to new installations. The Controller should be able to perform/ be compliant to the following aspects:

1. Control Aspect

Using variable speed drive technology, the controller should be able to start the pump to the minimum speed as required, modulate the speed of the pump around a number of control conditions such as level in a tank or reservoir, pressure control and / or flow control or constant level control of the ground water level. Each function should have the capacity to be carried out automatically by internal processes in the drive unit. The drive unit should have the capacity to be used in manual or automatic mode to suit requirement.

2. Monitoring Aspect

Using advanced technology instrumentation products, the controller should be able to measure the water level in the borehole – in millimeters – and use the result to either log the level or for control purposes. Pump discharge pressure is also measured and controlled and when the pressure is tied to the shaft speed of the pump, a suitable level of condition monitoring can be achieved. Flow measurement should be by an accurate

custody transfer rated water meter. The holding chamber should be 'smart' and be monitored for location, intruder activities, water ingress and access control.

3. Logging Aspect

All devices used should be capable of sharing data to a platform and the Client can then gain access to the following processes and conditions that are logged as instantaneous and / or totalized in real time:

Ground Water Level (borehole water level)

- Discharge Flow rate
- Discharge Pressure
- Pump start and stop
- Running hours
- Pump trips and faults
- Drive temperature
- Motor Amps
- Motor Speed
- Chamber accessed
- Chamber security

The Smart Borehole Pump Controller should be supplied as a finished product.

Bulk Pipeline Monitoring Devices Specifications

Coupled with highly accurate flow meters and sensitive pressure measurements placed at each air valve, potential loss of conveyance capacity and internal deterioration of pipe condition can be determined from friction factor testing. This can assist in pipeline repair and prioritizing replacement programs without having to carry out any intrusive measurements. The bulk pipeline non-invasive condition assessment devices should have the following specifications:

- Be a fit for purpose air valves (new generation plastic or traditional) fitted with an accurate pressure sensor;
- Enclosed in robust, smart chamber with a secure access manhole (only opened on given authority) together with NBloT /Sigfox communication sensor
- Can sense unauthorised access to chamber with vibration and luminosity sensor
- Can integrate into any management platform
- Detects unauthorised access to air valves
- The devices should be able to:
 - Detect stolen or vandalised air valves
 - Detect air pockets which decrease bulk conveyance capacity
 - Detect leaks between two air valves
 - Provides accurate flow and/or pressure measurements to calculate pipeline friction factors and possible capacity loss and internal pipe condition

Anticipated Impact of Non-Revenue Water Reduction Intervention on Water Balance Components

The Intervention strategy is expected to have varied effects on the components of the water balances. In the following paragraphs the potential reductions in the Non-Revenue Water and System Input Volumes shall be presented, as will the potential gains in the Billed Authorised Consumptions will be presented.

Real Losses

Any intervention to decrease Real Losses of the entire UGU DISTRICT MUNICIPALITY system will decrease the SIV as well.

Through active pressure management together with the implementation of extensive continuous leak detection and repair exercises, and reduction of response times to pipe burst, it is possible to reduce the total real loss volume

Apparent Losses

The two components of Apparent Losses are Unauthorised Consumption and Meter Inaccuracies. Implementing a consumer meter installation and registration, in addition to identification of illegal connections throughout the district may reduce apparent losses.

Unbilled Authorised Consumption

UAC consists of Unmetered Municipal Consumption and Unmetered Standpipes. Implementation of a metering procedure for all municipal consumption and public standpipes would transfer these volumes to the Billed Authorised Consumption part of the water balance, thus reducing the NRW by a similar volume.

Project Steering Committee

For the Contract to run successfully and in line with Client's Supply Chain Management (SCM) Policy a Steering Committee will be set up at the outset of this Contract. The Project Steering Committee (PSC) will be used as an oversight function for the Client ensuring that all funds are used to the benefit of the Municipality ensuring no unauthorized, irregular or fruitless expenditure take place. The oversight activities are highlighted below:

- i) Project Steering Committee meetings to take place fortnightly for the first three months and thereafter be scheduled monthly. The Program Steering Committee will be responsible for all technical, financial, procurement and quality control decisions;
- ii) At these meetings representatives from the Client's SCM unit are present and ensure all policies and rules were followed accordingly. Furthermore, all awards of contracts to sub-consultants and contractors will only be given once the representatives from the SCM are satisfied with the protocol/s used by the Professional Team and then ratified at the PSC meetings;
- iii) Regular reporting on all aspects of the programme will be sent to all representatives on the Project Steering Committee. Reports included financial, Key Performance indicators, procurement matters etc.
- iv) Members of the PSC will include representatives from the Client; Water Resource Management, Revenue Management, Environmental Management Services and Water Services Operations as well as the Project Director and Engineer from the PSP. When ratifying any decisions only members from the Client's Units will have a vote and the PSP will only be on hand as an advisory and secretarial role for any decisions discussed and made.

C3.1.4 *Location of the Works*

The location of the site is shown on the Locality Plan in Section C4.

The study area for this contract comprises of all storage and reticulation within the Ugu District Municipality.

Local Municipality	Length of mains (Reticulation & Trunk)	No. of Reservoirs	Registered water connections	Public Standpipes	No. of properties	AZP
	*estimated	*estimated	*estimated	*estimated	*estimated	m
Ray Nkonyeni Local Municipality	580	60	29151	758	90127	56
Umdoni Local	600	49	9 024	414	39937	65

C3: SCOPE OF WORK
THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
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Umuziwabantu Local Municipality	350	18	2 001	528	21 172	55
Umzumbe Local	450	19	4 017	28	29 402	60
Total	1980	146	44193	1728	180 638	58.5

For the purpose of this contract, a reservoir supply zone is defined as being either reticulation and consumers supplied from a storage reservoir owned, operated and maintained by the *Employer*, or reticulation and consumers supplied downstream of a sales point.

C3.2: ENGINEERING

C3.2 Engineering

C3.2.4 Drawings

The drawings issued to tenders as part of the tender documents must be regarded as provisional and preliminary for the Tenderer's benefit to generally assess the scope of work. The drawings are issued separately to this document.

The work shall be carried out in accordance with the latest available revision of the drawings approved for construction.

At commencement of the contract, the Employer/Engineer shall deliver to the Contractor copies of the construction drawings and any instructions required for the commencement of the works. From time to time thereafter during the progress of the works, the Employer/Engineer may issue further drawings or revisions for construction purposes as may be necessary for adequate construction, completion and defects correction of the works.

C3.3: PROCUREMENT

C3.3 Procurement

C3.3.1 Preferential procurement procedures

C3.3.1.1 Requirements

General

The *Consultant* shall:

- a) Provide the services as described in this document in a manner that enables the *Employer* to achieve the programme objectives as set out in Section 1 of this scope of work;
- b) Identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in any scope of work issued to a Contractor and shall act as the employers agent for all works issued to the contractor;
- c) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and “best practice”, as laid down, or recommended, by an applicable professional associations, if any;
- d) Take all reasonable endeavours to ensure that the elements of the project are designed so that they can be constructed within the financial limits stated in the annual work plans that is jointly developed with and agreed by *Employer*
- e) Provide the service in accordance with the requirements of the contract with reasonable skill, care and diligence which is to be expected of a competent *Consultant* of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity
- f) Manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- g) Endeavour to maintain continuity of staff in so far as it may be reasonable to do so.

Key Performance Indicators

The *Consultant* shall timeously provide any information that the *Employer* may require for the purposes of reporting on Key Performance Indicators.

Retention of Communications

The *Consultant* shall retain copies of all communications in electronic format for a period of 5 years after the completion of the contract.

Programme

A separate programme shall be provided for the overall programme and each key focus area/work package identified in the Work Plan.

Quality Management System

The quality management system and quality policy statements shall be as agreed with the project team and the *Employer*.

Details to be provided with *Consultant's* Invoices

The *Employer* shall set out the information that he will require from the *Consultant* with each invoice to

C3: SCOPE OF WORK
THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

enable the invoice to be checked for correctness. Such information shall include a list of all assets used by the *Consultant*. The consultant shall also provide with each monthly invoice the portion of the claim that is to be attributed to Capital and Operating expenditure respectively.

Record Information

All record information shall be provided in a suitable electronic format that can be opened using software that the *Employer* possesses.

Facilities and Equipment to be provided by the *Employer*

The *Employer* will provide some data loggers, data logging equipment and GPS units for this contract. Additional facilities or equipment required for the use by the *Consultant* will be purchased through the contract. In this regard, the *Employer* has made a Provisional Sum allowance available for the once-off purchase of equipment.

The *Consultant* shall exercise due diligence and care when working with this equipment and shall be fully responsible for ensuring that all equipment is maintained and kept in good working condition. It is a specific requirement that all loggers are tagged with the responsible parties' details and that all loggers are secured in steel boxes (provided) that is to be secured to an immovable object when deployed on site.

Ownership of all equipment purchased through this contract shall revert to the *Employer* at the end of the contract. Damaged or non-working equipment shall not be accepted by the *Employer* and the *Consultant* shall be responsible for any costs associated with bringing the equipment back to good working condition.

Escalation to be applied by *Employer*

Escalation on the tendered monthly rates for staff will be allowed on the following basis only:

- a) The date of the award of this tender will be the base date.
- b) No escalation will be allowed for twelve (12) months from the base date.
- c) Escalation will only be considered after 12 months and will be based on the inflation

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C3.4: CONSTRUCTION

C3.4 Construction

C3.4.4 *Existing services*

C3.4.4.1 Known services

The approximate positions of some of the known underground services, which may be affected by the Works, have been shown on the drawings. The Contractor will be required to contact all service owners and ascertain the location and status of all services irrespective of whether they are shown on the drawing or not.

C3.4.4.4 Damage to services

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

C3.4.5 *Site Establishment*

C3.4.5.1 Services and Facilities Provided by the Employer

C3.4.5.1.1 Water

The Contractor shall make his own arrangements concerning the supply of water. No direct payment will be made for the provision of water. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which this service is required, or in the Contractor's preliminary and general items as the case may be.

C3.4.5.1.2 Electricity

The Contractor shall make his own arrangements concerning the supply of power. No direct payment will be made for the provision of power. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which this service is required, or in the Contractor's preliminary and general items as the case may be.

C3.4.5.2 Facilities Provided by the Contractor

The Contractor will be permitted to locate his offices, storage facilities, workshops, latrines, etc, on a site indicated by the Engineer. Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition. The Contractor must not cut down or damage any trees nor make any excavation without the written permission of the Engineer and will be required to restore the site to its original condition on completion of the Works.

All buildings and latrines shall be in accordance with the Local Authority and State Health regulations and shall be kept in a clean, sanitary condition to the satisfaction of the Engineer.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site. No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of

the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided. Toilet facilities shall be available for the use of the Engineer or his representative(s). All latrines shall be placed where directed by the Engineer. All sanitary fees and charges due under the Local Authority or State Health Regulations or bylaws shall be paid by the Contractor. Throughout the progress of the Contract, all latrines shall be maintained by the Contractor in a clean, sanitary condition to the satisfaction of the Engineer.

The Contractor shall provide security watchmen to safeguard the works, plant, personnel and materials for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team. No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

The Contractor shall pay special attention to the management and disposal of all water on site from whatever source. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

The Contractor shall dispose all surplus and unsuitable material in legal spoil areas of his own choice. He shall be responsible for all arrangements necessary to obtain access to such spoil sites.

C3.4.10 *Water for construction purposes*

The Contractor shall make his own arrangements for the supply of water for construction purposes and for the testing and scouring of all the pipelines. The cost of water for two fillings of the pipelines for testing, scouring and disinfecting has been allowed for in the Schedule of Quantities. The Contractor will be required to transport the water for testing purposes to the pipeline. The costs of transporting the water to the various work points and water for additional testing of pipelines in excess of the two fillings allowed for, will be borne by the Contractor.

C3.4.11 *Survey control and setting out of the works*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as bench-marks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

General

The *Consultant* shall:

- a) Provide the services as described in this document in a manner that enables the *Employer* to achieve the programme objectives as set out in Section 1 of this scope of work;
- b) Identify the health and safety requirements in terms of the Occupational Health and Safety Act, 1993, and incorporate them in any scope of work issued to a Contractor and shall act as the employers agent for all works issued to the contractor;
- c) in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and "best practice", as laid down, or recommended, by an applicable professional associations, if any;
- d) Take all reasonable endeavours to ensure that the elements of the project are designed so that they can be constructed within the financial limits stated in the annual work plans that is jointly developed with and agreed by *Employer*
- e) Provide the service in accordance with the requirements of the contract with reasonable

skill, care and diligence which is to be expected of a competent *Consultant* of the relevant discipline who is experienced in providing similar services in relation to projects of a similar size, scope and complexity

- f) Manage and provide the services in such a manner that a minimum of 95% of the budget allocated to a particular financial year is spent by the end of that financial year; and
- g) Endeavour to maintain continuity of staff in so far as it may be reasonable to do so.

Key Performance Indicators

The *Consultant* shall timeously provide any information that the *Employer* may require for the purposes of reporting on Key Performance Indicators.

Retention of Communications

The *Consultant* shall retain copies of all communications in electronic format for a period of 5 years after the completion of the contract.

Programme

A separate programme shall be provided for the overall programme and each key focus area/work package identified in the Work Plan.

Quality Management System

The quality management system and quality policy statements shall be as agreed with the project team and the *Employer*.

Details to be provided with *Consultant's* Invoices

The *Employer* shall set out the information that he will require from the *Consultant* with each invoice to enable the invoice to be checked for correctness. Such information shall include a list of all assets used by the *Consultant*. The consultant shall also provide with each monthly invoice the portion of the claim that is to be attributed to Capital and Operating expenditure respectively.

Record Information

All record information shall be provided in a suitable electronic format that can be opened using software that the *Employer* possesses.

Facilities and Equipment to be provided by the *Employer*

The *Employer* will provide some data loggers, data logging equipment and GPS units for this contract. Additional facilities or equipment required for the use by the *Consultant* will be purchased through the contract. In this regard, the *Employer* has made a Provisional Sum allowance available for the once-off purchase of equipment.

The *Consultant* shall exercise due diligence and care when working with this equipment and shall be fully responsible for ensuring that all equipment is maintained and kept in good working condition. It is a specific requirement that all loggers are tagged with the responsible parties' details and that all loggers are secured in steel boxes (provided) that is to be secured to an immovable object when deployed on site.

Ownership of all equipment purchased through this contract shall revert to the *Employer* at the end of the contract. Damaged or non-working equipment shall not be accepted by the *Employer* and the *Consultant* shall be responsible for any costs associated with bringing the equipment back to good working condition.

Escalation to be applied by *Employer*

Escalation on the tendered monthly rates for staff will be allowed on the following basis only:

- d) The date of the award of this tender will be the base date.
- e) No escalation will be allowed for twelve (12) months from the base date.
- f) Escalation will only be considered after 12 months and will be based on the inflation

C3.5: MANAGEMENT

C3.5 Management

C3.5.1 Management of the works

C3.5.1.1 Applicable SANS 1921 Specifications

The following parts of SANS 1921 Construction works standards and associated specification data are applicable:

SANS 1921-1	General engineering and construction works
SANS 1921-2	Accommodation of traffic on public roads occupied by the contractor
SANS 1921-3	Structural steelwork
SANS 1921-4	Third-party management support in works contracts
SANS 1921-5	Earthworks activities which are to be performed by hand
SANS 1921-6	HIV/AIDS Awareness

The associated specification data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Essential data	
Clause	Specification data
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is _____
4.3.1	The planning, programme and method statements are to comply with the following: • _____ • _____
4.3.3	The notice period for inspection is _____ Days
4.7.3	The overbreak allowances for blasting are provided for in the scope of work.
4.9.3	The trees and shrubs which are not to be disturbed are identified in the scope of work.
4.12.2	The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are: • _____ • _____
4.12.2	The fabrication drawings that the contractor is to provide and deliver to the employer are: • _____ • _____
4.14.3	The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are: 1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. 2) The Contractor will be required to provide parking for the Engineer.
4.14.5	The Contractor is required to provide latrine and ablution facilities.
4.14.6	The requirements for the provision and erection of separate sign boards for consultants and subcontractors are: 1) The boards must comply with the official standard type signboard of the

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Essential data	
Clause	Specification data
	Employer and be at least 2750 x 1800 mm high. 2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: • _____ • _____
4.17.3	Services which are known to exist on the site are: • _____ • _____
4.17.4	The requirements for detection apparatus are: • _____ • _____
4.18	The following standards and specifications shall be in addition to the provisions of 4.18: • _____ • _____
SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Variations	
Clause	Specification data

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Additional Clauses	
1. Site meetings and procedures The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings. The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.	

2. Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.

C3.5.1.3 Planning and programming

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

In drawing up his programme, the tenderer is to take into account the following:

- Permissible period of downtime of the existing pipeline to allow the contractor to make the necessary interconnections: 09:00 up to 15:00, i.e. 6 hours, during the day.
- The pipeline must be operational every day except for the period mentioned above.
- The pipeline is currently in use.
- The employer shall be responsible for the operation of all valves and its water supply system.

The Contractor shall not operate any valve unless the Contractor has received from the Engineer prior written permission to do so which permission shall be limited to a specific time and operation in each case unless expressly stated to the contrary in writing by the Engineer. It shall be the responsibility of the Contractor to give prior written notice timeously (min 2 working days) to the Engineer in every case in which the Contractor may request valve operation or prevention of valve operation by the Employer.

The Employer cannot guarantee watertight closing of valves; it shall be the responsibility of the Contractor to do and provide everything necessary for the timeous, efficient and safe disposal of all water which may leak through closed isolating valves and thence into places from which, in the opinion of the Engineer, the leaking water has to be removed for good reason. (The Engineer shall certify extra payment in respect of the costs of such valve-leakage-water disposal measures as in his opinion could not reasonably have been avoided or reduced.)

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

Progressive and systematic finishing and tidying will form an essential part of this Contract. On no account will spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others or impact on the environment. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the areas concerned without prejudicing the rights of others to institute claims against the Contractor on the grounds of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole, and in close co-operation with other parties and residents.

All surplus material shall be disposed of at the municipal dump or at a site approved by the Engineer.

C3.5.1.4 Sequence of the works

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C3.5.1.5 Software application for programming

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C3.5.1.6 Methods and procedures

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C3.5.1.7 Quality plans and control

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

C3.5.1.9 Accommodation of traffic on public roads occupied by the Contractor

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction. The Contractor may not commence constructional activities affecting existing roads before adequate provision has been made to accommodate traffic in

accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

Where warranted by traffic conditions on or near the site, the Contractor shall nominate a suitable member of his staff as traffic safety officer to be responsible for the arrangement and maintenance of all the measures for the accommodation of traffic for the duration of the project. Duties of the traffic safety officer shall be as set out in SANS 1921 Part 2 and shall also be in compliance with the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulations 2003, including the Particular Safety Specification.

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

Items that may be considered for payment are specified in SABS 1200 Standardized Specifications and the related project specification

C3.5.1.11 Testing, completion, commissioning and correction of defects

Process control

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

Acceptance control

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be paid for in the contract, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

C3.5.1.14 Key personnel

The following team structure is proposed for the NRW Reduction services. The *Consultant* is required to price this team, without amendment, as it appears in the Pricing Schedule and take cognizance of working with external Contractors and Consultants:

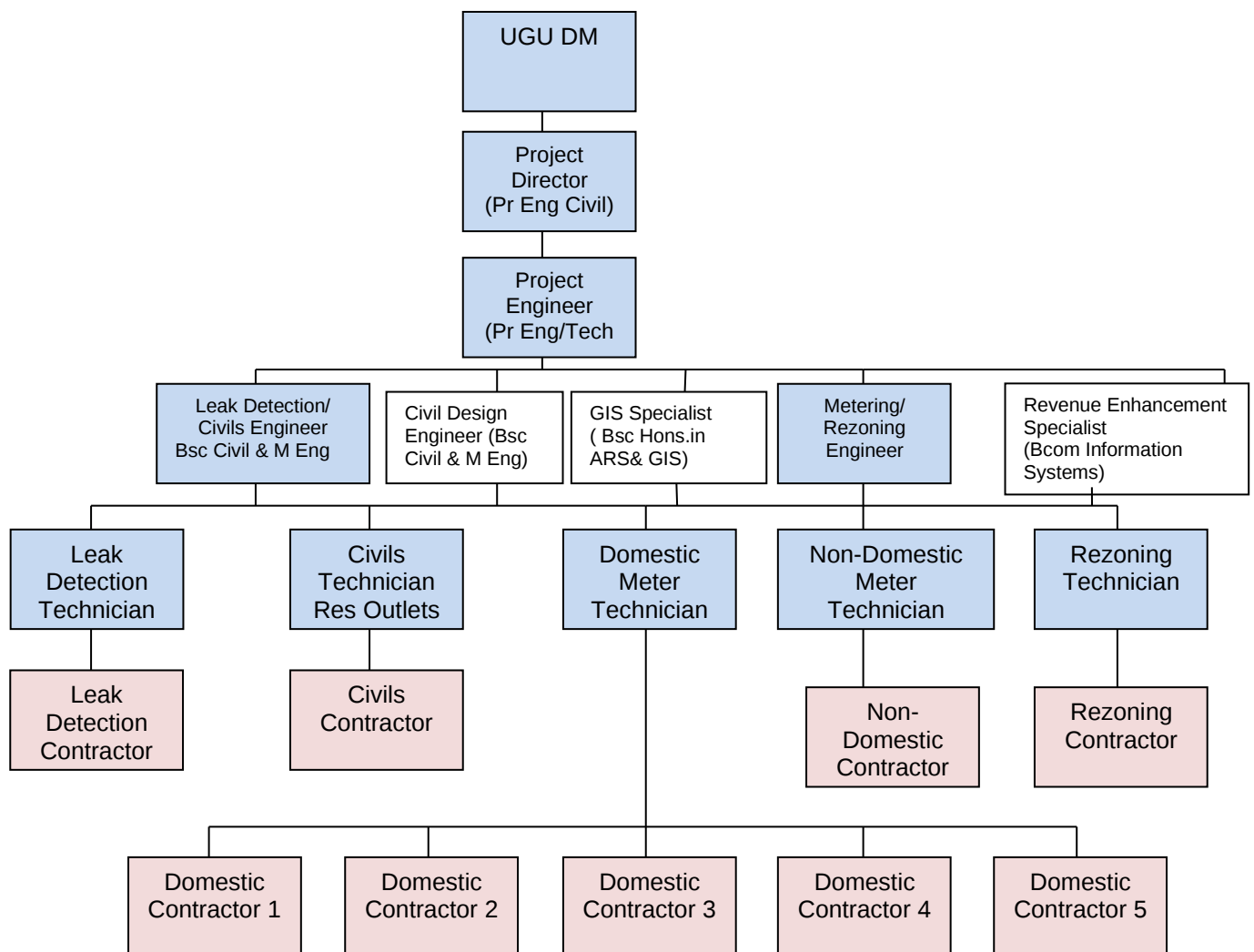


Figure 1: Project Team Organogram and Interaction with Various Contractors

The Curriculum Vitae, experience and qualifications of each of the key team members are to be included with the submission as required elsewhere in this document.

The minimum requirements for Project Lead Engineer/Director; Project Engineer, GIS specialist and Revenue enhancement specialist are as per quality criteria. The Consultant is also required to price for the NRW Team with the following minimum requirement :

- Leak detention /Civils Engineer; minimum Btech Civil or B Eng or Bsc Eng Civil + M Eng and with relevant experience in water sector, WDM/WC or non-revenue reduction programme
- Civil Design Engineer ; minimum Btech Civil or B Eng or Bsc Eng Civil + M Eng and with relevant

- experience in bulk water pipeline, reticulation design, etc.
- Metering /Rezoning Engineer; minimum BTech Eng, B Eng or Bsc Eng Civil plus relevant experience, sector, WDM/WC, non-revenue reduction programme
- Electro/Mechanical Engineer (category B), shall mean an Engineer with Bsc Elec/Mech Engineering with knowledge of design of components, instrumentation systems, equipment which uses electrical and mechanical technology.
-

The technical support NRW staff will be comprises of engineering technicians and S3/S4 Level civil engineering students

- Technician and Civil Technician; minimum National diploma in Civil Engineering from accredited institution formally Technikons University and University of Technology.

In line with the *Employer's* social responsibility and social development objectives, it is a specific requirement that the project team be supplemented with two technical field assistant resources with an "S3" civil engineering technical qualification and shall be from the priority population group (which can used with any technician to supplement a resource and train them). These resources shall be seconded to the NRW Reduction Team for a 12-month period of the contract, and will be expected to benefit from a skills transfer and mentorship programme, and, as such, must be assigned a mentor from the *Consultant's* staff. The *Consultant* shall be responsible for identifying and selecting these two resources from an approved tertiary education institution and shall forward the necessary personal details and proposed monthly remuneration of each proposed resource to the Employer prior to the commencement of their involvement in the project for ratification. A Provisional Sum allowance in this regard has been made in the Pricing Schedule.

It is the intention of the *Employer* that these technicians will eventually join the Municipality such that when this Contract terminates there will be a continuation of the Program which shall take place in-house. The role, responsibility and involvement of these resources must be clearly identified in the Work Plan.

C3.5.1.20 Payment certificates

Determination of Method of Excavation

Trenches for pipelines shall be excavated by either mechanical means or by hand, determined as follows:

Trial holes of minimum dimensions 1,0 x 1,0 m shall be excavated by hand along all pipeline routes at 50 m intervals ahead of the Contractor's programme. The trial holes shall be 800 mm deep or less if intermediate or hard rock material is encountered. An item has been included in the Schedule of Quantities to cover this work.

If intermediate or hard rock material is encountered in the top 800 mm of excavation at such trial holes, then excavation may be deemed to be carried out by mechanical means, the length of such excavation determined on the basis of other trial hole findings.

If soft material only is encountered at such trial holes, then excavation may be deemed to be carried out by hand, the length of such excavation determined on the basis of other trial hole findings.

If intermediate or hard rock material is encountered in those stretches set aside for hand excavation on the basis of the trial hole findings, then the Contractor may be allowed to remove the intermediate or hard rock material by mechanical or whatever means, the rate for which is to include for backfilling and re-excavating (if necessary).

Overhaul

No payment will be made for overhaul on this contract unless provision is made for in specific items.

C3.5.2 *Health and safety*

C3.5.2.1 Health and safety requirements and procedures

General statement

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act by executing the Agreement form C1.5 included in Section C1: Agreements and Contract Data.

Health and Safety Specifications and Plans to be submitted at tender stage

(a) Employer's Health and Safety Specification

The Employer's Health and Safety Specification is included in this document as part of the Particular Specifications.

Contractors are to take note of the aspects identified in the specification requiring attention in the pricing of the tender and in the preparation of the H&S Plan:

(b) Tenderer's Health and Safety Plan

The successful Tenderer shall, on receipt of notification that he has been awarded the contract, submit without delay his own documented Health and Safety Plan for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs.

Cost of compliance with the OHSA Construction Regulations

The rates and prices tendered by the Contractor shall be deemed to include all costs for

conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract. Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

Items that may qualify for remuneration will be specified in the Safety Specifications included or in the Project specifications.

C3.5.2.6 Aids awareness

Service Provider

The Contractor shall engage a qualified service provider (i.e. one that appears on the list of recommended service providers, which is available from all regional offices of the Department of Public Works) to conduct an HIV / AIDS Awareness programme.

The HIV / AIDS awareness programme is to be repeated at 6 monthly intervals for the duration of the Contract (including the initial one at the start of the Contract).

Sanctions

In the event that the contractor fails to satisfy the requirements of this specification, the employer may apply sanctions which include the rejection of claims for payment as being incomplete or the withholding of completion certificates (interim or final).

C3.6: STANDARD SPECIFICATION

C3.6 STANDARD SPECIFICATIONS

C3.6.1 *Standard Specifications*

Reference made hereinafter to specifications of the South African Bureau of Standards (SABS) or the British Standards Institute (BS) shall be deemed to include all revisions of and/or additions to such specifications ruling at the closing date of tenders.

The standard specifications on which this contract is based are the South African Bureau of Standards Standardised Specifications for Civil Engineering Construction SABS 1200. Although not bound in nor issued with this Document, the following Sections of the Standardised Specifications of SABS 1200 shall form part of this Contract:

Standardised Specifications

The variations and additions to the standardised specifications (Project Specifications) as well as the particular specifications are included as C3.7 and C3.8 respectively. The variations, are prefixed PS, and take precedence over the SABS Standardised Specification.

Where the particular specifications are in conflict with either the variations and additions to standardized specifications or the SABS Standardised Specifications, the particular specifications shall take precedence.

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

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1921-1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works
SANS 1921-6 (2004):	Construction and Management Requirements for Works Contracts Part 6: HIV / AIDS Awareness

The standardised specifications (SABS 1200) must be read in conjunction with the new SANS 1921 family of standards. In case of any discrepancy or conflict between the two, the SABS 1200 specification shall take precedence and shall govern.

Refer also to the Preface on interim situation until full suite of SANS Series of Specifications is available, on the first page of the Project Specification.

The term “project specifications” appearing in any of the SABS 1200 standardised specifications is deemed to be equivalent to the term “scope of work” in SANS Specifications.

C3.7: PROJECT SPECIFICATIONS

C3.8: PARTICULAR SPECIFICATIONS
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**C3.8.1 PARTICULAR SPECIFICATION: PE – THE EMPLOYERS PRE-CONSTRUCTION
HEALTH AND SAFETY SPECIFICATION**

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C3.8.2 PARTICULAR SPECIFICATION: PE THE EMPLOYER'S PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PE 1 INTRODUCTION

PE 1.1 Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the employer's Health and Safety Specification. This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

PE 2 REFERENCE DOCUMENTS

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

PE 3 DEFINITIONS

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction/Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

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

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer

and/or client.

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHSA)

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property).

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses the COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

PE 4 RESPONSIBILITIES

PE 4.1 Notification of Intention to Commence Construction Work

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project

commencement in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

PE 4.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the OHSA and Client specifications.

The above shall also be imposed upon all subcontractors.

PE 4.3 Safety Officer Appointment

A part-time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

PE 4.4 Risk Assessment Competent Person

The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined. (Annexure E)

PE 4.5 Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

PE 4.6 Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

PE 5 OBJECTIVES AND TARGETS

- Compliance with the COMPANY Health and Safety Policy.
- Everyone is responsible for organising accident prevention at his or her own level on site.
- Safety training is important.
- Prevention.
- Working safely ensures your job.
- The COMPANY management commits itself to the objectives and targets.
- Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
- 90% compliance on monthly Health and Safety Audits.
- Compliance with the legal requirements set out in the Occupational Health and Safety Act 85 of 1993, (OHSA) and Regulations.
- Compliance with the Client's Safety Specification for Construction.

PE 6 PLANNING AND PROCEDURES

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

- Administration
- Appointments
- Safety Committees
- Registers, checklists and permits
- Incident Management
- Emergency Planning
- Contractors
- Risk Assessments
- Audits
- Hazardous substance control
- Training
- Mining Requirements
- Roads Requirements
- Planning

PE 7 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The COMPANY is committed to implementing client specific safety specification on the project and is committed to see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

PE 8 APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION

PE 8.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

PE 8.2 Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes. (Annexure A).

PE 8.3 Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of Annexure B and C, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will be conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

PE 8.4 Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda. The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

PE 8.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

PE 8.5.1 Induction Training

Induction training shall be attended with the Client as well as the the COMPANY Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes. (Annexure D).

PE 8.5.2 Awareness Training

Weekly awareness training shall be conducted using the The COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors. (Annexure E)

PE 8.5.3 Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators).

PE 8.5.4 First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

PE 8.6 GENERAL RECORD KEEPING

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

PE 8.6.1 Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate) $\frac{DI's \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate) $\frac{\text{Days Lost} \times 1\,000}{\text{Manhours}}$

PE 8.6.2 *General Inspection, Monitoring and Reporting*

The COMPANY shall comply with the requirements set out by the client. An agreed safety management plan must be prepared upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

PE 8.6.3 *Internal Audits*

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant, shall be conducted on the audit schedule attached as per Annexure F.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

PE 8.7 **Incentives**

No incentive scheme is being identified unless required by the client.

PE 8.8 **Penalties**

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

PE 8.9 **Emergency Procedures**

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

PE 8.9.1 *First Aid Box and Contents*

The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above.

Proof of training attended (certificate) shall be attached to the written acceptance of appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

PE 8.9.2 *Accident and Incident Reporting and Investigation*

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

PE 8.10 Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

PE 8.11 Personal Protective Equipment and Clothing

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment).

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided. Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

PE 8.12 Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

PE 8.13 Permits

The COMPANY shall ensure that access to site works is restricted to construction personnel.

- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

PE 8.14 Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the the COMPANY contractor pack

for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

PE 9 HEALTH AND SAFETY IN PRACTICE

PE 9.1 Excavations

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
- All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- The safe working procedure shall be communicated to all employees who may be effected by the work; and
- The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- Material excavated shall be removed from the point of excavation.
- Ensure stability of adjoining structures.

PE 9.2 Demolition

No demolition work is being envisaged on this project.

PE 9.3 Explosives and Blasting

No blasting activities are envisaged on this project.

PE 9.4 Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

PE 9.5 Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and

precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

PE 9.5.1 *Fuel / Diesel*

- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

PE 9.6 **Asbestos**

No asbestos is to be used on this Project.

PE 9.7 **Plant and Machinery**

PE 9.7.1 *Construction Plant*

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

PE 9.7.2 *Transport of Personnel*

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.

- Road safety principles shall be adhered to on and off site.

PE 9.7.3 *Vessels under Pressure (VuP) or Gas Bottles*

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

PE 9.7.4 *Fire Equipment*

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

PE 9.7.5 *Hired Plant and Machinery*

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

PE 9.7.6 *Scaffolding / Working at heights / Fall Protection*

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffold shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

PE 9.7.7 *Falsework / Formwork for Structures*

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

PE 9.7.8 *Lifting Machinery and Tackle*

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksman who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

PE 9.7.9 *Ladders and Ladder Work*

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

PE 9.7.10 *General Machinery*

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

PE 9.7.11 Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

PE 9.7.12 Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

PE 9.7.13 Public Health and Safety

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

PE 9.7.14 Night Work

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

PE 9.7.15 Facilities for Safe Keeping / eating areas

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;

- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

CONTRACTOR TO PRODUCE AS SPECIFIED

C3: SCOPE OF WORK
THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED PROGRAMME
WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

ANNEXURE B (HTI)

HAZARDOUS TASK IDENTIFICATION (HTI)													
Ser no:	INFORMATION REQUIRED	DETAILS								SIGNATURE		Key Table	
1	Name of contract:											0=	NONE
2	Date prepared:											1=	LOW
3	Prepared by:											2=	MEDIUM
4	Name of person approving:											3=	HIGH
Risk Assessment (RA) Code	LIST OF ALL STANDARD TASKS	What is the future potential that this task can cause further....								Total Score	Rating	Doc Required	
		Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage	Fire	Has the task caused previous injury / loss?				Yes = 3 / No = 0
RA-1	Site clearing - manual labour & small tools	1	1	1	1	1	1	1	0	7	LOW RISK	MST	
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST	
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST	
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST	
RA-5	Excavations - using manual labour									0	LOW RISK	MST	
RA-6	Excavations using motorised plan									0	LOW RISK	MST	
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST	
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST	
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST	
RA-10	Batching plants - general working and operation									0	LOW RISK	MST	
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST	
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST	
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST	
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST	
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST	
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST	
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST	
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST	
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST	
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST	
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST	
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST	
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST	
RA-24	Formwork - work on support decks									0	LOW RISK	MST	
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST	
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST	
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST	
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST	
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST	
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST	
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST	
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST	
RA-33	Trades - Brickwork operations									0	LOW RISK	MST	
RA-34	Trades - Plastering operations									0	LOW RISK	MST	
RA-35	Trades - Painting operations									0	LOW RISK	MST	
RA-36	Trades - Ceiling operations									0	LOW RISK	MST	
RA-37	Trades - Roofing installations									0	LOW RISK	MST	
RA-38	Trades - glazing installations									0	LOW RISK	MST	
RA-39	Trades - Tiling operations									0	LOW RISK	MST	
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST	
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST	
RA-42	Trades - Steel erection									0	LOW RISK	MST	
RA-43	Trades - plumbing									0	LOW RISK	MST	

ANNEXURE C (Risk Assessment)

RISK ASSESSMENT											
TASK / ACTIVITY NAME:		AREA:				Immediate Action Required		Safe Working Procedure			
Seq No	Task Steps	Risks identified				Rating	SWP Required	Control Methods	RA Committee		
		A	B	C	D				Name:	Sign:	
1		4	4	6	14	HIGH RISK	✓				
2		6	6	6	18	HIGH RISK	✓				
3		4	4	6	14	HIGH RISK	✓				
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
Methods Used to Minimise Risk		Most Critical Hazards				Control Methods		RA Committee			
Engineering Risk Out		☐	Fatigue	☐	PPE Selection	☐	Codes of Practice	☐	Name:	Sign:	
Use of Specialized PPE		☐	Speed	☐	PPE Issue Records	☐	Supervisory Controls	☐			
Introduce Specialized Controls		☐	Engine Failure	☐	Signs at Area of Use	☐	Training of Personnel	☐			
Training		☐		☐	Safety Talks	☐	Training Records	☐			
		☐		☐	Safe Work Procedures	☐		☐	Approved:	Sign:	
		☐		☐		☐		☐			

A		B		C		D	
Probability an accident may occur		Severity		Hazard Frequency		Risk Score / Criticality	
6	Inevitable	6	Fatal and Permanent Dis	6	Arises every shift	14 to 18	High Risk
4	Probable	4	DLTI (50 000 - 499 999)	4	Arises every week	8 to 13	Medium Risk
2	Highly improbable	2	Medical Case (10 000 - 49)	2	Arises every month	0 to 7	Low risk
0	No injury / loss	0	First Aid Case	0	Arises every year		

Probability		Severity		Frequency	
6	18	6	4	2	0
4	16	12	10	8	4
2	10	8	6	4	2
0	6	4	2	0	0

ANNEXURE D (Safety Induction)

SAFETY INDUCTION		
OHS Act 85 of 1993 Sections 8 & 14		
Requirements: Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		
ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issuing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		
<i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i>		
<u>INDUCTION OFFICER / TRAINER</u>		
Signature	Designation	Date
<u>ACCEPTANCE</u>		
I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.		
Signature	Designation	Date
		

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CONTRACTOR TO PRODUCE AS SPECIFIED
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**C3.8.2 PARTICULAR SPECIFICATION: PZ - EMPLOYER'S ENVIRONMENTAL
MANAGEMENT SPECIFICATION FOR ENVIRONMENTAL MANAGEMENT OF
CONSTRUCTION PROJECTS**

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PZ1 INTRODUCTION

PZ1.1 SCOPE

This specification is additional to the South African Bureau of Standards Standardised Specification for Civil Engineering Contracts and must be read in conjunction with the said specification.

This specification covers the principles, responsibilities, and requirements generally applicable to implement effective environmental management during the execution of any construction contract. The aim of this specification is to ensure that construction activities are conducted in an environmentally and socially responsible manner.

PZ1.2 INTERPRETATIONS

This specification contains clauses that are generally applicable to the implementation of effective environmental management on construction contracts. Interpretations of, and variations to, this specification are set out in the project specification.

PZ1.2.1 Supporting specifications:

Reference is made to the SABS 1200 standards which are to be read in conjunction with this specification. All aspects of these SABS requirements which are relevant to environmental management during construction contracts will apply.

PZ1.2.2 Principles

The following principles should be always considered during construction phase activities:

- The Environment is considered to be composed of both biophysical and social components.
- Construction is a disruptive activity, and all due consideration must be given to the environment, particularly the social environment, during the execution of a project to minimise the impact on affected parties.
- Minimisation of areas disturbed by construction activities will minimise many of the construction related environmental impacts of the project and reduce rehabilitation requirements and costs.
- As minimum requirements, all relevant standards relating to international, national, provincial and local legislation, as applicable, shall be adhered to. This includes requirements relating to waste emissions (e.g. hazardous, airborne, liquid and solid), waste disposal practices, noise regulations, road traffic ordinance etc.
- All effort should be made to minimise, reclaim or recycle 'waste' material.

PZ1.3 DEFINITIONS

For the purpose of this specification, the definitions given in SABS 1200 shall apply.

Additional definitions which shall apply to this specification are as follows:

Environmental Control Officer: Either an Employer's staff member or an Environmental Consultant assigned to the project on a part or full-time basis. The Environmental Control Officer will be part of the Project staff and will advise the Engineer on all environmental matters relating to the works, in terms of this specification and the project specification, if applicable.

Environmental Officer: Either an Employer's employee (e.g. Quality Assurance Inspector) or Consultant designated to monitor the implementation and compliance with the environmental specifications and environmental management plan on a daily basis.

Cleared surface: "surface vegetation" as referred to in SABS 1200 C 2.3 will be deemed to be any woody or herbaceous vegetation but exclude grasses, sedges, rushes and reeds. Clearing and grubbing shall for the purpose of this specification mean the removal of all woody and herbaceous vegetation including stumps, but excluding grass and groundcover vegetation.

Engineer: Is to read Engineer or Supervisor (in the case of the NEC contract), whichever is applicable to the Contract.

Interested and Affected Parties (IAP): All persons who may be affected by the project either directly or indirectly, or who have an interest or stake in the area to be affected by the project. IAPs include landowners, tribal or local authorities, public interest groups etc.

Liquid Waste Stream: Any reagent solutions, fuels, oils, greases, contaminated run-off, sewerage and wash water, etc.

Open Trench: Open trench will, for the purpose of this specification, be deemed to include: clearing and grubbing; stripping of topsoil; trenching; placing of bedding; pipe-laying; placing of selected fill; backfilling to ground level; removing excess material; construction of cross berms to channel water (if required); and replacement of topsoil to final finished level (refer to Figure 1: Appendix A).

Progressive Reinstatement: Reinstatement of disturbed areas to topsoil profile on an ongoing basis, immediately after selected construction activities (e.g. backfilling of a trench) are completed. This allows for passive rehabilitation (i.e. natural recolonisation by vegetation) to commence. See also 'Open Trench' and 'Rehabilitation'.

Project Manager: The person responsible for co-ordinating and integrating activities across multiple, functional lines.

Rehabilitation: Rehabilitation is defined as the return of a disturbed area to a state which approximates the state (where possible) which it was before disruption. Rehabilitation for the purposes of this specification is aimed at post-reinstatement revegetation of a disturbed area and the assurance of a stable land surface. Revegetation should aim to accelerate the natural succession processes so that the plant community develops in the desired way, i.e. promote rapid vegetation establishment.

Riparian vegetation: Vegetation occurring on the banks of a river or stream (i.e. vegetation fringing a water body). In this specification, riparian vegetation in terms of removal, storage and replacement (see PZ3 17.1 and PZ3 17.2), is only applied to sedge, grass, ground-cover, reed, bulrush, or herbaceous component of riparian vegetation and excludes the woody component.

Sedges: Grass-like plants growing in wetland/ marshy areas or adjacent to water.

Subsoil: Subsoil is the soil horizons between the topsoil horizon and the underlying parent rock. Subsoil often has more clay-like material than the topsoil. Subsoil is of less value to plants, in terms of nutrient (food) and oxygen supply, than topsoil. When subsoil is exposed it tends to erode fairly easily.

Timeous: At least 5 working days prior to an activity.

Topsoil: This is defined as the A horizon of the soil profile. Topsoil is the upper layer of soil from which plants obtain their nutrients for growth. It is often darker in colour, due to the organic (humic) fraction. Topsoil is deemed for the purposes of this specification as the layer of soil from the surface to the specified depth required for excavation (see PZ3 5.3, relevant SABS 1200 clause and project specification). Where topsoil is referred to, it is deemed to be both the soil and grass / ground cover fraction. (see 'Cleared Surface')

Veld: This is defined for the purpose of this specification as unimproved natural vegetation

areas (e.g. grasslands).

Water body: Any open body of water including streams, dams, rivers, lakes, and the sea.

Wetland: A seasonally, temporally, or permanently wet area which also may exhibit a specific vegetation community. It is often marshy in character.

Wetland Vegetation: Vegetation which is indicative of a wetland environment - for example, sedges, rushes, reeds, hydrophilic grasses and ground-covers, but for the purposes of this specification excludes woody species.

Xeriscaping: Landscaping with vegetation which has a low water usage. The objective is to conserve as much water as possible, whilst still beautifying an area (i.e. conservation and aesthetics). Concept embraces utilising indigenous as opposed to exotic plants.

PZ1.4 ABBREVIATIONS

DWAF	: Department of Water Affairs and Forestry
ECO	: Environmental Control Officer
EMP	: Environmental Management Plan
EMPR	: Environmental Management Programme Report
EO	: Environmental Officer
IAPs	: Interested and Affected Parties
IEM	: Integrated Environmental Management
MSDS	: Material Safety Data Sheet
NEC	: New Engineer Contract or The Engineering and Construction Contract

 : Indicates the project specification must be referred to, to clarify the clause.

PZ1.5 DRAWINGS

Drawings referred to in this specification are included in C4.4 Drawings of Section C4 Site Information.

PZ1.6 FORMS

Forms referred to in this specification are included in Part T2 or attached to this environmental specification.

PZ1.7 CONDITIONS OF CONTRACT

PZ1.7.1 Duties and Powers of the Project Manager

The Project Manager is ultimately responsible for ensuring compliance with the environmental specification and upholding the Employer's Environmental Policy on a project.

The Project Manager:

- arranges information meetings for or consults with IAPs about the impending construction activities;
- may on the recommendation of the Engineer and /or Environmental Officer order the Contractor to suspend any or all works on site if the Contractor or his Subcontractor/supplier fails to comply with the said specifications;
- maintains a register of complaints and queries by members of the public at the site office as per attached pro-forma. This register is forwarded to the Environmental Control Officer on a monthly basis.

PZ1.7.2 Duties and Powers of the Engineer / Supervisor (NEC)

The Engineer or Supervisor is responsible for:

- enforcing the environmental specification on site;
- monitoring compliance with the requirements of the specification;
- assessing the Contractor's environmental performance in consultation with the Environmental Officer from which a brief monthly statement of environmental performance is drawn up for record purposes;
- documenting, in conjunction with the Contractor, the state of the site prior to construction activities commencing. This documentation will be in the form of photographs or video record.

PZ1.7.3 Duties and Powers of the Environmental Control Officer

The Environmental Control Officer:

- briefs the Contractor about the requirements of the Environmental Specification and/ or Environmental Management Plan, as applicable;
- advises the Project Manager and Engineer/ Supervisor about the interpretation, implementation and enforcement of the Environmental Specification and other related environmental matters;
- attends site meetings, as necessary;
- monitors the Constructor's compliance with this specification and the project environmental specification as applicable;
- undertakes periodic audits of the effectiveness of the environmental specifications on the site;
- communicates environmental policy issues to the Project Manager;
- provides technical advice relating to environmental issues to the Engineer/ Supervisor and Project Manager;
- reports on the performance of the project, in terms of environmental compliance.

PZ1.7.4 Duties and Powers of the Environmental Officer

The Environmental Officer:

- attends site meetings;
- monitors the site for compliance with the Environmental Specification and EMP;
- reports on the performance of the project in terms of environmental compliance to the ECO and Project Manager as per the pro-forma attached;
- liaises with the ECO on matters of policy and those requiring clarity and advice.

PZ1.7.5 Extent of the Contractor's Obligations

The Contractor is required to:

- provide information on previous environmental management experience and company environmental policy;
- supply method statements for all activities requiring special attention as specified and/or requested by the Project Manager, Environmental (Control) Officer and/or Engineer during the duration of the Contract;
- be conversant with the requirements of this environmental specification and the project specification as applicable;
- brief his staff about the requirements of the environmental specification;

- comply with requirements of the Environmental (Control) Officer in terms of this specification and the project specification, as applicable, within the time period specified;
- ensure any sub-contractors/ suppliers who are utilised within the context of the contract comply with the environmental requirements of the Employer, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf;
- bear the cost of any delays, with no extension of time granted, should he or his Sub-Contractors/ Suppliers contravene the said specifications such that the Engineer orders a suspension of work. The suspension will be enforced until such time as the offending party(ies), procedure, or equipment is corrected;
- bear the costs of any damages/ compensation resulting from non-adherence to the said specifications or written site instructions;
- comply with all applicable legislation in terms of 7.6 below;
- ensure that he informs the engineer timeously of any foreseeable activities which will require input from the Environmental (Control) Officer.

The Contractor will conduct all activities in a manner that minimises disturbance to directly affected residents and the public in general, and foreseeable impacts on the environment.

PZ1.7.6 Compliance with Applicable Laws

The supreme law of the land is "The Constitution of the Republic of South Africa", which states:

"Every person shall have the right to an environment which is not detrimental to his or her health or well being"

Laws applicable to protection of the environment in terms of Environmental Management (and relating to construction activities) include but are not restricted to:

Animals Protection Act, Act No 71 of 1962

Atmospheric Pollution Prevention Act, No 45 of 1965

Conservation of Agricultural Resources Act, No 43 of 1983

Environmental Conservation Act, No 73 of 1989

Environmental Planning Act, Act No 88 of 1967

Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, No 36 of 1947

Forest Act, No 122 of 1984

Forest and Veld Conservation Act, Act No 13 of 1941

Hazardous Substances Act, No 15 of 1973

Lake Areas Development Act No 34 of 1975

Land Survey Act, No 9 of 1921

Minerals Act, No 50 of 1991

Mountain Catchment Act, No 63 of 1970

National Monuments Act, No 28 of 1969

National Parks Act, No 57 of 1976

National Resources Development Act, Act no 51 of 1947

Occupational Health and Safety Act, No 85 of 1993

Provincial and Local Government Ordinances and Bylaws

Soil Conservation Act, Act No 76 of 1969

Water Act, No 54 of 1956

Water Services Act No 108 of 1997

and all regulations framed thereunder and amendments there to.

PZ1.7.7 Compliance with the Environmental Specification

The Contractor is deemed not to have complied with the Environmental Specification if:

- within the boundaries of the site, site extensions and haul/ access roads there is evidence of contravention of clauses;

- if environmental damage ensues due to negligence;
- the Contractor fails to comply with corrective or other instructions issued by the Project Manager or Engineer within a specified time,
- the Contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident. Unless stated otherwise in the project specification, the penalties imposed per incident or violation will be:

Failure to demarcate working servitudes	R1000
Working outside of the demarcated servitude	R2000
Failure to strip topsoil with intact vegetation	R1000
Failure to stockpile topsoil correctly	R500
Failure to stockpile materials in designated areas	R500
Pollution of water bodies (including increased suspended solid loads)	R1000
Failure to control stormwater runoff	R1000
Failure to provide adequate sanitation	R500
Unauthorised removal of woody vegetation	R2000
Failure to erect temporary fences	R500
Failure to provide adequate waste disposal facilities and services	R500
Failure to reinstate disturbed areas within the specified time-frame	R3000
Failure to rehabilitate disturbed areas within the specified time-frame	R3000
Any other contravention of the project specific specification	R400
Any other contravention of the particular (general) environmental specification	R300

PZ2 SITE ESTABLISHMENT AND HOUSEKEEPING

PZ2.1 LAYOUT

The Contractor will take into account any of the limitations identified in the project specification with regard to establishment of site, in particular the location of access routes, and establishment layout.

Notwithstanding the provision of a project specification, the Contractor will provide the Project Manager and Environmental Control Officer with a layout design of the site indicating the position of all of the following, as applicable: offices, ablution facilities, storage areas, workshops, laboratories, batching plant, particulate matter stockpile area (i.e. soil/ granular chemicals/ cement fines etc), waste disposal facilities, hazardous substances storage area, access routes, etc. This layout plan is to be submitted prior to site establishment for acceptance. Any changes to this plan require review by the Project Manager in conjunction with the ECO.

The Contractor will take into account prevailing wind directions when designing the site layout to minimise impacts due to dust, unpleasant odours etc.

The Contractor will take into account the positions of residences when designing the site layout in order to minimise noise impacts on the residents.

Site security lighting is to be positioned such that the direct beam is focused away from residential properties and does not pose a nuisance or danger to road users.

No site establishment will be allowed within 100 m of a water body or drainage channel or on a flood plain unless approved by the Environmental (Control) Officer or specified in the project specification.

PZ2.2 SITE CLEARANCE

No trees or shrubs may be removed without the prior permission of the Environmental Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

Topsoil is to be stripped from all areas where permanent or temporary structures and access roads are to be constructed. Topsoil conservation is to be in terms of clause PZ3 5.3 of this document.

PZ2.3 SERVICES

PZ2.3.1 Sanitation

Portable chemical toilets are to be utilised at site unless a connection to sewer is possible or a proper septic tank system is installed. In the case of the septic tank, the installation will require the relevant approvals from the local authority and will require removal upon completion of the contract, unless otherwise directed.

Sanitation facilities will be located within 100 m from any point of work, but not closer than 50 m to a water body.

PZ2.3.2 Solid Waste Facilities

Facilities for solid waste collection are to be provided. These are to be at least a 200 l drum and clearly identified as the point for waste disposal.

Waste is to be separated into paper, glass and metal with separate collection points for each. The Contractor will ensure that the appropriate recycling contractors receive this waste.

The Contractor is to institute a daily litter collection programme. The collected waste is to be disposed of regularly and proportionately to its generation at a site designated for waste disposal.

No burning will be permitted on any site unless by approved incineration methods and in a low risk fire area. In the case of incineration, ash is to be co-disposed with spoil in a designated spoil dump.

No burying of waste will be allowed on any site.

PZ2.3.3 Cooking and Heating Facilities

No open fires will be allowed anywhere on site.

Contained fires (i.e. in a fire drum) will be allowed for heating and cooking only in designated areas, in other cases cooking is restricted to gas or electrical equipment.

PZ2.4 FUELS, HAZARDOUS SUBSTANCES AND OTHER LIQUID POLLUTANTS

PZ2.4.1 Storage and handling

All potentially hazardous raw and waste materials are to be handled by trained staff and stored on site in accordance with manufacturer's instructions and relevant legal requirements. The product MSDS is to be lodged with the Engineer.

Storage and handling areas for fuels, lubricants, chemicals and other hazardous substances are to be paved with concrete to prevent accidental contamination of the soil. Alternatively, an impermeable liner may be placed beneath above-ground storage tanks. The integrity of the liner is to remain intact for the duration of the contract, until removal.

Open storage vessels, for example shutter lubricant drums, are to be stored under cover to prevent 'splash' contamination.

All storage areas are to be bunded (with at least sandbags) and have a peripheral collection drain, with oil interceptors (if required).

The bunded area is to be sufficiently large to contain a spillage equivalent to the volume of one container of the substances stored.

All products to be dispensed from 200 litre drums will be done so with appropriate equipment, and not dispensed by tipping of the drum.

Daily checks are to be conducted on the dispensing mechanism of above-ground storage tanks to ensure the timeous identification of faults.

Collection containers (e.g. drip trays) are to be placed under all dispensing mechanisms of hydrocarbon or hazardous liquid substances to ensure contamination from leaks and dispensing is contained.

The dispensing mechanism of diesel and petrol storage tanks is to be stored in a container when not in use.

PZ2.4.2 Control of pollutants

A drainage diversion system is to be installed to divert runoff from areas of potential pollution, e.g. batching area, vehicle maintenance area, work shops, chemical and fuel stores, etc if applicable.

Contaminated runoff and waste water is to be directed into a collection system (e.g. sump, attenuation dam, PVC porta-ponds etc.) for treatment or collection and disposal. The final collection point (e.g. sump) is to be PVC lined.

Collected contaminated runoff/ wastewater is to be pumped out of the final collection point and disposed of at an appropriate landfill site. Sump liners are to be treated in the same manner.

The treated waste water, effluent and contaminated runoff may require analysis prior to discharge as detailed in the project specification or instructed by the Environmental Officer.

Details regarding proposed methods for treatment of pollutants are to be submitted to the Environmental (Control) Officer for acceptance upon award of the Contract.

Any spillages, irrespective of their size, are to be contained and cleaned up immediately. The Pollution Control section may provide technical assistance for clean up, if required. No spills may be hosed down into a stormwater drain or sewer.

Use of specialised cleanup techniques and/ or products may be required depending on the spill. This will be instructed by the Environmental Control Officer. These will be to the Contractor's cost.

PZ2.5 GENERAL

Site staff are not permitted to use any open water body or other natural water source (e.g. springs) for purposes of bathing, or the washing of clothes, machinery or vehicles. Nor draw water from a spring without the permission of the community utilising that spring.

PZ2.6 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses PZ2.1 to 5 of the specification are deemed to be fully included in the Contractor's rates for fixed and time related Preliminary and General Items scheduled under SABS 1200 A or AA.

PZ3 CONSTRUCTION

PZ3.1 CONSTRUCTION METHODS AND PROGRAMME

PZ3.1.1 Construction Method

The Contractor will provide method statements for construction activities (14 working days prior to the activity commencing) relating to the following environments and those listed in the project environmental specification, unless methods have been prescribed in this or the project environmental specification:

- rivers, streams, or any other open water body;
- wetlands;
- access roads (see PZ3.13 below);
- steep slopes (i.e. steeper than 1:4) or less if friable material is present;
- indigenous bush/ forest;
- close proximity (i.e. 50 m or less) to a residential dwelling;
- drilling and/or blasting of rock.

If a construction method employed by the Contractor is not environmentally acceptable to the Employer, the Contractor may be instructed to cease the utilisation of that method in favour of a more environmentally acceptable one, proposed either by himself or the Employer.

PZ3.1.2 Construction Programme

The Contractor will programme construction so as to minimise the impact on the environment and provide this programme to the Environmental Control Officer for perusal and acceptance at the onset of the contract period. The Environmental Control Officer is to be made aware of any amendments to the construction programme or alterations to the scope of work in order that their impacts on the environment can be assessed.

The Contractor (through the Project Manager) will ensure that all affected landowners/ authorities are advised of the proposed programme at the beginning of the contract period.

PZ3.2 AREAS OCCUPIED / DEMARCATION OF SITE

Routes for temporary access and haul roads are to be located within the approved demarcated areas and vehicle movement is to be confined to these roads. Movement of vehicles outside the designated working areas is not permitted without authorisation from the Engineer.

All construction activities are restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials including spoil are stockpiled at designated areas.

Any areas disturbed outside of the demarcated areas or without permission of the Environmental (Control) Officer or Engineer will be subject to reinstatement and rehabilitation (as per PZ4 below) to the Contractor's cost.

In terms of pipeline projects, a general maximum working servitude width of 15 m will apply for machine excavation unless otherwise indicated in the project specification. A maximum width of 6 m will apply for manual excavation. These maximum working servitude widths may vary depending on the sensitivity of the environment, as detailed in the project specification.

In sensitive biophysical environments, for example wetlands, indigenous forest / bush, pristine natural grasslands, and sensitive social environments, as defined in the project specification or by the Environmental Control Officer, the working servitude is reduced as indicated in the project specification.

The working servitude shall contain all construction related activities, including, stockpiling of materials, placing of toilets, vehicle movement areas, etc.

Demarcation of linear projects (executed with machine excavation) and features (e.g. pipelines, access roads, etc.) will be by means of wooden stakes. These stakes will be at least 1 m high, painted white and placed at least every 15 m, on either side of the linear feature, in all areas where works are occurring. Progressive movement of stakes is required as linear projects progress.

In the case of a fenced site, the boundary fences will be denoted as the outermost limit of the site, but internal areas may be demarcated with stakes as above. The site boundaries of non-fenced, but 'contained' projects are to be delineated using stakes or temporary fencing, depending on the hazard which that site poses.

PZ3.3 SUPPLY OF WORKS FACILITIES

No water may be abstracted from water bodies for the purposes of construction, without approval of the Engineer in consultation with the Environmental Control Officer.

PZ3.4 CLEANLINESS

SABS 1200 AD, clause 5.2.4, second sentence, is to read: "No rubbish or debris shall be deposited below the full supply level (FSL)."

PZ3.5 SITE CLEARANCE

PZ3.5.1 Clearance

Spoil sites will require clearing and grubbing in addition to those areas in terms of SABS 1200 C 5.1.

The site shall only be cleared immediately prior to construction activities commencing i.e. at the last practicable stage.

No trees or indigenous shrubs may be removed without the prior permission of the Environmental (Control) Officer, unless in keeping with the final site reinstatement and rehabilitation plan.

PZ3.5.2 Disposal of materials

Material obtained from clearing and grubbing operations shall be disposed of at appropriate municipal disposal facilities. They are not to be disposed of as per Paragraph 1 of Sub-clause 3.1 of SABS 1200 C.

Wood obtained from clearing and grubbing operation remains the property of the landowner/ community and must be stacked at sites designated by relevant person. The Contractor will be required to remove and dispose of any wood from site at a designated site for vegetation disposal, should the landowner/ community not require it.

All tree trunks and branches of diameter greater than 50 mm are to be cut into lengths not exceeding 2400 mm.

Brush wood (i.e. < 50 mm diameter) is to be disposed of, or utilised as specified in the project specification or upon instruction of the Engineer.

PZ3.5.3 Conservation of topsoil

The Contractor is required to strip topsoil (as defined in this specification) together with grass, groundcover and sedges from all areas where permanent or temporary structures are located, construction related activities occur, and access roads are to be constructed, etc. The depth to

which topsoil will be stripped shall be 200 mm unless stated otherwise in the project specification.

Topsoil is to be handled twice only - once to strip and stockpile, and secondly to replace, level, shape and scarify.

Topsoil is to be replaced along the contour.

Topsoil is to be replaced by direct return (i.e. replaced immediately on the area where construction is complete), rather than stockpiling it for extended periods. This is feasible for progressive construction (e.g. pipelines), but not necessarily so for reservoirs, site establishments, dams, etc.

Topsoil stockpiles are not to exceed 2 m in height.

Topsoil stockpiles are to be maintained in a weed free condition (i.e. no 'broad-leafed' plants regarded as weeds in terms of the Conservation of Agricultural Resources Act No 43 of 1989, or those plants regarded as a 'general nuisance in the area' are to be growing on the stockpiles). The Environmental Control Officer will provide guidance as to which plants are weeds and require removal.

The stockpiles are not to be contaminated with sub-soil, or any other waste material.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil may not be compacted in any way, nor may any object be placed or stockpiled on it.

Topsoil which is to be stockpiled for periods exceeding 4 months is to be vegetated. In summer a mixture of *Eragrostis tef* (Teff) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:2) is to be applied at an application rate of 6 kg/ha, unless otherwise instructed in the project specification.

In winter, a mixture of *Lolium multiflorum* (Annual/Italian Rye grass) and *Eragrostis curvula* (Weeping Lovegrass) (ratio 1:1) is to be applied at an application rate of 6kg/ha (see PZ4 5.3 for sowing times), unless otherwise instructed in the project specification. Fertiliser is to be applied as per PZ4 5.2.

PZ3.5.4 Cutting of trees

Any tree branches which require removal are to be properly pruned and sealant applied to the cut surface, if required.

The Contractor's attention is drawn to Sub-clause 5.2.3.3 of SABS 1200 C with respect to work in indigenous forests.

Any indigenous trees or bush which require removal in terms of the project, and which have not been identified in the project specification or EMP, are to be timeously indicated to the Environmental Officer prior to work affecting them.

PZ3.5.5 Landscape Preservation and Conservation of Flora

Notwithstanding Clause 5.7 of SABS 1200 C, the Contractor will be required to transplant designated plants to alternative locations as specified in the project specification or identified by the Environmental Control Officer, upon the instruction of the Engineer.

Transplanting shall be undertaken by employing the following method:

Removal

- Mark the orientation of the tree/shrub (for example, the north-facing side of the trunk indicated by a small arrow made with indelible ink) trunk. Do not scratch a mark on the surface of the trunk;

- Delineate a circle from the trunk with a radius equivalent to the drip-line of the tree, or as indicated by the Environmental Control Officer on site;
- Excavate the tree with an intact rootball.

Replanting

- A hole 500 mm larger in diameter than the anticipated rootball must be prepared in advance of the tree removal in order that the tree can be replanted immediately;
- The tree must be positioned as per its original orientation;
- A planting method known as 'puddling' must be employed. This method involves the addition of soil and water simultaneously to expels air from the planting hole. Place the tree in its new hole, making sure the top surface of the rootball is level with the ground level. Place a hose pipe in the hole and leave it running whilst extra soil is added around the rootball;
- 'Compact' the tree in the hole and attach tree stays for stabilisation.

Compensatory planting of species may be required should transplantation not be feasible, as indicated in the project specification or upon instruction of the Engineer.

PZ3.6 EARTHWORKS

PSZ3.6.1 Backfill material

With reference to SABS 1200 DB sub-clause 3.5, no material stripped or excavated which is classed, in terms of this specification, as topsoil, may be used as backfill in any excavation.

PZ3.6.2 Excavation and backfilling

During excavation 'conservation of topsoil', as specified in PZ3 5.3 above will apply.

Excavated material is to be stockpiled along a pipeline trench within the working servitude, unless otherwise authorised.

Surplus excavated soft, intermediate and hard rock material shall not be disposed of along the pipeline trench as indicated in SABS 1200 DB sub-clause 5.6.3 and 5.6.4, but shall be removed to a spoil site (see PZ3.15 below) designated during the project if applicable, or agreed by the Engineer in conjunction with the Environmental Control Officer and Project Manager.

In certain cases, for example to help stabilise the disturbed area or to reinstate the natural aesthetics of an area, excess excavated intermediate and hard material may be disposed of in a designated manner along a pipeline trench, as indicated by the Environmental Control Officer and Project Manager, or in the project specification. In this case, rock material shall not exceed 250 mm in maximum dimension (see PZ4 2.1).

In terms of SABS 1200 DB 5.6.5 and SABS 1200 LB 3.4.2, deficiency of backfill material shall not be made up by excavation within the free haul distance of 0.5 km of site, without the prior approval of the Engineer of the source of the material. Where backfill material is deficient, it should ideally be made up by importation from an approved borrow pit (i.e. one which operates within the ambient of an EMPR.) (See also PZ3 14 below).

The Contractor will backfill in accordance with the requirements of progressive reinstatement.

The maximum length of open trench shall be specified in the project specification.

PZ3.7 SAFETY

All works which may pose a hazard to humans and animals are to be adequately protected

and appropriate warning signs erected. The Contractor's attention is drawn to SABS 1200 D section 5.1 in this regard.

With reference to SABS 1200 D 5.1.1.3, where blasting is required in terms of the project, the Contractor will ensure that all structures in the vicinity that could be affected by the activity will be inspected and their condition photographically recorded (as necessary), prior to blasting.

Notice of intent to blast is to be provided to landowners timeously.

Speed limits, appropriate to the vehicle driven, are to be observed at all times on access roads. Operators and drivers are to ensure that they limit their potential to endanger humans and animals at all times, by observing strict safety precautions.

PZ3.8 PLANT

PZ3.8.1 Silencing of plant

With reference to SABS 1200 A amend: "built up areas": to read as "all areas within audible distance of residents (albeit urban, peri-urban or rural areas)."

Appropriate directional and intensity settings are to be maintained on all hooters and sirens.

Silencer units on equipment and vehicles are to be maintained in good working order.

Construction activities are to be confined to normal working hours (07h30 - 17h00) Mondays to Saturdays, except for the activities designated to be carried out at night.

PZ3.8.2 Appropriate use of plant

The Contractor will at all times use plant which is appropriate to the task in order to minimise the extent of damage to the environment.

PZ3.9 DEALING WITH WATER ON WORKS

PZ3.9.1 Disinfection of Potable Water Infrastructure

Disinfection water is to be neutralised before release of this water to the environment.

PZ3.9.2 Discharge of water from site

Any water which is discharged from site is to comply with the relevant Water Quality Guidelines implemented by DWAF.

Water discharged to the stormwater / sewer system may only be done so with the permission of the relevant local authority.

PZ3.10 CONTROL OF EROSION

Surface erosion protection measures will be required to prevent erosion where slopes are steeper than 1:8 on all soil types.

Erosion protection measures required may include all or some of the below, as specified in the project specification or upon instruction of the Engineer in conjunction with the Environmental (Control) Officer:

- use of groundcover or grass
- construction of cut off berms (earth and/or rockpack) - these are to be angled across the contour and normally would approximate an angle of 30° from the bisector of the contour.

- placing of brush wood on bare surface;
- pegging of wattle trunks or branches along the contour;
- hard landscaping, e.g. use of Loffelstein walls, ground anchors, gabions etc.

Scour chambers are to be fitted with energy dissipaters, or the jet of water directed onto a protected (i.e. grouted stone pitching/ rock pack/ reno mattress) area to dissipate water velocity and to control and prevent erosion.

Storm water drainage measures might be required on site to control runoff and prevent erosion.

PZ3.11 CONTROL OF POLLUTION

No waste in a solid, liquid or gaseous state shall be emitted from or spilled on the site without the approval of the Engineer.

No mixed concrete shall be deposited directly onto the ground prior to placing. A board or other suitable platform is to be provided onto which the mixed concrete can be deposited whilst it awaits placing.

Excess concrete from mixing shall be deposited in a designated area awaiting removal to an approved landfill site.

The Contractor will contain wash water from cement mixing operations, by directing the water into a sump for collection. The material contained in the sump will be removed to an appropriate landfill site.

No concrete rubble shall be present at the site.

Liquid wastes will not be disposed of to storm water drains. They may be disposed of to sewer only if permitted by (local council) legislation.

In the event of pollution of a water body (including sediment loading), the Contractor will provide alternative water supply to users of that water body until the quality of the water body is restored to its previous unpolluted state. For the sake of this clause, pollution is deemed to be a state which is substandard to the normal quality of the water body, but is not necessarily in contravention of the South African Water Quality guideline standards for a prescribed activity.

Any ancillary damages resulting from pollution of a water body will be repaired / remediated at the Contractor's cost.

Where, due to construction requirements, pollution of a water body may potentially occur, the Contractor is to ensure adequate measures (e.g. attenuation/ settlement dams / oil absorbent products) are in place to prevent pollution. A method statement is to be provided to this effect (see PZ3 1).

PZ3.12 CONTROL OF FIRE

The Contractor will ensure he has the necessary fire fighting equipment on site in terms of SABS 1200. This will include at least rubber beaters when working in 'veld' areas, and at least one fire extinguisher of the appropriate type when welding activities are undertaken, irrespective of the site.

PZ3.13 USE AND MAINTENANCE OF ACCESS FACILITIES

PZ3.13.1 Responsibility

The Project Manager [not the Contractor (SABS 1200 AD 5.3.1)] will be responsible for obtaining permission for temporary and permanent rights of way over all private property affected by project activities.

The Project Manager will ensure that the Contractor has kept a photographic record of all access facilities and that these are reinstated to a state not worse than upon commencement of the project and to the satisfaction of the landowner (not withstanding that the project's objective is not to upgrade landowners' access roads).

PZ3.13.2 Fencing

Temporary fencing is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays.

All temporary fencing as indicated by the Engineer is removed on completion of the contract.

PZ3.13.3 New Access Roads

Any construction roads created for execution of the project are to be designed to incorporate adequate drainage and water attenuation structures.

Any access roads which incorporate 'cut and fill' aspects and/or which are to be surfaced during construction are to be authorised by the Environmental Control Officer and Project Manager. Prior to construction of the road, the Contractor will be required to provide a sketch plan of the road layout (referenced to local topographic, natural and man-made structures). Slope steepness, road width, drainage structures and their frequency will need to be documented and accompany the sketch layout.

Construction access roads may not be wider than that necessary (maximum width 4 m) for movement of vehicles in one direction only. Should two way traffic be required, points people are to control vehicle movement on the 'single lane' road or passing bays are to be used where specified in the project specification or as identified by the Engineer in conjunction with the Environmental Control Officer, unless otherwise stated in the project specification.

The cut and fill slopes of permanent roads will require grassing, as specified in the project specification or by the Environmental Control Officer, to increase stability and reduce aesthetic impacts. Hard landscaping may be required as per the project specification.

Temporary construction roads will require rehabilitation on completion of construction activities for which they were required. These roads will require rehabilitation as per PZ4 4 or as specified in the project specification. In the case of access 'tracks', only ripping to loosen compaction will be required unless otherwise stated by the Environmental Control Officer or project specification.

Access roads created by the project may only remain unrehabilitated on written request of the landowner, with his acceptance of the state of the road and a clause that the landowner accepts all responsibility for the road and its state.

PZ3.13.4 Maintenance of Existing Access Roads

The Contractor will record, photographically, the state of existing roads which are to be used for access, prior to plant utilising these roads.

During the contract period, the Contractor will ensure that all existing water attenuation and drainage structures are maintained in a state in which they can optimally perform their function.

Upon completion of the construction period, the Contractor will ensure that the access roads are returned to a state not worse than prior to construction commencing.

PZ3.14 BORROW PITS

Where the Contractor is required to import material this shall be from commercial sources or borrow areas specified in the project specification.

The Contractor may source material from alternative borrow pits provided: the site location; method of winning material and reinstatement and rehabilitation are environmentally acceptable and approved by the Environmental Control Officer.

In this regard, the Contractor shall give the Environmental Control Officer in writing, 30 days prior to opening up alternative borrow pits the following information for acceptance:

- quantities of borrow material required;
- method statement for excavation of material including depth and extent of excavation;
- anticipated 'active life' of the borrow area;
- proposal for reinstatement and rehabilitation of borrow area, including final profile;
- written approval from the landowner/ relevant authority that material may be removed from their land subject to their stated conditions, requirements, and royalties, and if the proposal is acceptable to the Environmental Control Officer.

Development and rehabilitation of borrow pit areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PZ3 5.3 of this specification;
- Removal (to nominal depth of 500 mm) and stockpiling of sub-soil;
- Infill of borrow pit with spoil material;
- Contouring of borrow pit to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;
- Grassing of topsoil in terms of clause PZ4 4 of this specification.

The Contractor is to familiarise himself with the requirements of the Minerals Act No 50 of 1991 in terms of borrow pit development, and the requirements of the EMPR, as applicable.

PZ3.15 SPOIL SITES

Where the Contractor is required to spoil material, spoil sites must be identified which are environmentally acceptable and approved by the ECO, unless spoil site areas have been identified in the project specification, in which case these will be the designated spoil sites.

If no spoil sites have been previously identified together with reinstatement and rehabilitation criteria, the Contractor is to provide the following information to the ECO at least 30 days prior to requiring sites to spoil material:

- the location, description of and access to alternative sites identified in order that they may be assessed;
- the quantity of material to be spoiled;
- the type of material to be spoiled (i.e. blast rock/ excavated rock/ soft shale/ subsoil etc.);
- the proposed method of spoiling;

- the proposed reinstatement and rehabilitation plan including final profile;
- written approval from the landowner/ relevant authority that material may be spoilt on land subject to their stated conditions and requirements and if the proposal is acceptable to the ECO.

Development and rehabilitation of spoil areas are likely to include the following activities (but these must not be regarded as exhaustive):

- Stripping and stockpiling of topsoil as per PZ3 5.3 of this specification;
- Removal (to nominal depth of 500 mm) and stockpiling of sub-soil;
- Placement of spoil material;
- Contouring of spoil site to approximate natural topography and/ or reduce erosion impacts on the site;
- Placement of excavated subsoil over spoil material;
- Placement of stripped topsoil on subsoil;

Grassing of topsoil in terms of clause PZ4 4 of this specification.

PZ3.16 NUISANCE

PZ3.16.1 Dust

At all times the Contractor shall control dust on the site, access roads, borrow pits and spoil dumps with water, chemical soil stabilisers or temporary surfacing as specified in the project specification or upon instruction of the Engineer.

Dust control shall be sufficient so as not to have significant impacts in terms of the biophysical and social environments. These impacts include visual pollution, decreased safety due to reduced visibility, health aspects, and ecological impacts due to dust particle accumulation.

On gravel or earth roads, vehicle speeds may not exceed 30 km per hour.

PZ3.16.2 Noise

The operational layout of the construction site is to be designed to control and reduce noise from source (see clause PZ2 1).

Machinery and vehicle silencer units are to be maintained in good working order. Offending machinery and /or vehicles will be banned from use on site until they have been repaired.

Construction activities generating output levels of 85 dB(A) or more (excessively noisy), in residential areas, are to be confined to working hours (08h00 - 17h00) Mondays to Fridays only.

'Normal' or 'noisy' working hours may only be extended with the prior written approval of the Project Manager, who has been notified, at least 7 days in advance, of the impending work requiring extension.

The Project Manager will ensure that the neighbours are timeously forewarned of imminent noisy activities.

Should community complaints be received with regard to noise generation, the Contractor will, at the discretion of the Project Manager and Environmental Control Officer, provide an independent and registered noise monitor to undertake a survey of noise output levels from site, and implement measures to reduce noise to legislated levels.

PZ3.16.3 Visual

All site establishment components, as well as equipment, will be positioned to limit visual intrusion to neighbours (see clause PZ2 1 above).

The type and colour of roofing and cladding materials are to be selected to reduce reflection.

Security lighting (both temporary and permanent) and lighting required for specific works activities must be placed such that it is not a nuisance to residents and the general public.

PZ3.16.4 Interference with neighbours and public

No construction staff may approach site neighbours, for whatever reason, without the knowledge and permission of the Project Manager.

Complaints from neighbours and public with regard to interference from contract staff will be regarded in a serious light, and the offender(s) may be subject to disciplinary action.

PZ3.16.5 Disruption of Services

Disruption of services, e.g. road access, water and electricity, must be kept to a minimum at all times.

Where service disruption is unavoidable, the Contractor is to advise the Project Manager (at least 7 days in advance), who in turn will timeously warn the affected parties.

PZ3.17 SPECIAL ENVIRONMENTS

PZ3.17.1 Wetlands

Pipeline trenches which traverse wetlands shall be constructed as specified in the project specification. The Contractor will submit a method statement for work in wetland areas as per PZ3 1.1

Construction may not permanently alter the surface or subsurface flow of water through the wetland.

The Contractor shall submit a method statement for review at least 14 days prior to commencing construction in a wetland.

The Contractor will remove all wetland vegetation with their root ball intact. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

No construction materials may be stockpiled in any wetland areas.

The pre-construction profile of the wetland shall be returned to one similar as before construction, with no created "ridge or channel" features present.

PZ3.17.2 River/ stream courses

The Contractor shall submit a method statement for review 14 days prior to commencing construction. The method statement should highlight (but not be confined to) the following issues:

- detailed plan of crossing including pipe protection works;
- how water flow will be diverted during construction (if applicable);
- containment of contaminated runoff and waste water;
- width of working servitude (if not already detailed in project specification);

- final expected profile of river/ stream banks;
- reinstatement and rehabilitation of river/ stream banks.

The Contractor will remove herbaceous riparian vegetation as indicated in the project specification or by the Environmental Control Officer, with their root ball intact. This vegetation is to be kept moist by means of placing it in the shade, covered with moistened hessian cloth until it is replanted.

The Contractor shall not modify the banks or bed of a water course unless as specified in the project specification.

Rocks for use in gabion baskets/reno mattresses may not be obtained from a water course.

The Contractor will not pollute any water body as a result of construction activities (see also PZ3 11).

The Contractor shall not cause any physical damage to any aspects of a water course, other than those necessary to complete the works as specified and in accordance with the accepted method statement

Where a stream or river crossing requires the diversion of water, a method statement is to be provided to the Environmental Control Officer in this regard for review.

PZ3.18 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses of the specification will be made as follows. All other costs of compliance are deemed to be included in the Contractor's rates.

Item	Unit
a) Areas occupied/ Demarcation of Site <u>Wooden Stakes</u> Supply installation and removal on completion per linear meter of boundary stakedm	
b) Site Clearance Site Clearance as specified shall be scheduled in SABS 1200 and shall include the costs of complying with this specification	
c) Conservation of Topsoil Measurement for this item will be per m3 and will be inclusive of clearing and grubbing all in one operation. Removal and replacement of topsoil as specified shall be as scheduled in the relevant SABS 1200 specification (SABS 1200 D) <u>Grassing of temporary topsoil stockpiles</u> (i) Supply of materials and planting as specified m ² (ii) Maintenance by watering, weeding and fertilising m ²	
d) Landscape preservation and Conservation of flora <u>Transplanting of trees/ shrubs of main stem girth:</u> (i) up to 400 mm Sum (ii) over 400 mm Sum The rate shall include removal, replanting and watering of plants as specified.	
e) Control of Fire Provision of fire fighting equipment as specified shall be scheduled in SABS 1200 A, AA, AD and AH.	
f) Temporary Fencing Supply, installation, maintenance and removal of temporary fencing as per specification ...m	

- g) Nuisance
 - (iii) Dust
Control of dust as specified shall be scheduled in the applicable SABS 1200 specification
- h) Special Environments
 - (iv) Wetlands
Removal of vegetation with intact root zone (minimum depth 150 mm).....m²

PZ4 REINSTATEMENT AND REHABILITATION

Scope: The intention of this section is to ensure that the condition of the areas disturbed by the project are returned to a state that approximates what they were before the project or better, within reason. The concept of progressive reinstatement is fundamental to cost effective (both financial and environmental) rehabilitation of a site. This concept must be followed at all times. Where landscaping is utilised, the concept is to utilise and restore indigenous plants to the site, in terms of the concept of xeriscaping.

Reinstatement will be required for all areas disturbed by the project. For pipeline projects, this will include the full working servitude, not just the top of actual excavation as per SABS 1200 DB (subclause 5.9.1.1)

Reinstatement and rehabilitation will ensure that all areas disturbed by the project are returned, within reason, to a state not worse than before the project commenced.

The Contractor will reinstate and rehabilitate all disturbed areas outside of the demarcated working area (as defined in terms of clause PZ3 2 or the project specification) at his own cost and to the satisfaction of the Environmental Control Officer and Project Manager.

PZ4.1 HOUSEKEEPING

All areas are to be cleared of rubble associated with construction. This includes the removal of surplus materials, excavation and disposal of consolidated waste concrete and concrete wash water, litter, etc.

All soil contaminated by hydrocarbons, for example from leaking machines, refuelling spills etc., is to be excavated to the depth of contaminant penetration, placed in 200 litre drums and removed to an appropriate landfill site.

PZ4.2 FINISHING

PZ4.2.1 Final Grading

Final levels of all disturbed areas are, where feasible in terms of the project requirement, to be consistent with the natural topography of the area.

In certain instances, it will be acceptable to reinstate rock onto a works area (e.g. pipeline servitude), provided that that rock does not exceed 250 mm in maximum dimension and is placed in a manner consistent with the natural surrounds as indicated by the Environmental Control Officer and Project Manager.

All drainage lines affected by construction are to be reinstated to approximate their original profile. Where this is not feasible due to technical constraints, the profile is to be agreed upon by the Environmental Control Officer and Project Manager.

All compacted (disturbed) areas (including stockpile areas) are to be ripped (along contour) to a depth of 150 mm prior to the replacement of topsoil.

PZ4.2.2 Topsoiling

Topsoil is to be replaced to a minimum depth of 100 mm.

Topsoil is not to be compacted, but once replaced is to be scarified (to a depth of 50mm) consistent with the natural contour.

If insufficient topsoil is available, subsoil or similar material may be used that may be a suitable substrate after addition of soil improving substances e.g. compost, pH rectifiers (lime or gypsum) etc. Soil testing may be required at an approved facility.

PZ4.3 REINSTATEMENT OF WATER COURSES AND WETLAND AREAS

The Contractor will ensure that water course banks are returned to their original profile unless the project specification states otherwise.

The surface reinstatement of wetland areas is to ensure that no depressions remain which could act as channels for preferential water flow thereby affecting the hydrological regime of the wetland.

The Contractor will preserve all riparian and wetland vegetation for use in rehabilitation of those environments. This vegetation is to be kept moist at all times. It is to be placed in the shade and covered with moistened hessian cloth until replanting, which is to be undertaken immediately surface reinstatement is complete.

Plants are to be, as nearly as possible, replanted in areas from which they were removed.

PZ4.4 VEGETATION RE-ESTABLISHMENT

The Contractor will ensure that all areas disturbed by contract activities are revegetated to the specified standard.

This standard is deemed to be an 85 % cover with no areas in excess of 0.04 m² / m² remaining unvegetated.

Revegetation shall match the vegetation type which previously existed (e.g. kikuyu pastures are to be returned to kikuyu pasture; 'veld' grass to 'veld' grass, etc.), unless stated otherwise in the project specification.

Prior to re-grassing, and if required:

- the area is to be scarified or ripped (along contour) to a depth of 50 mm to loosen compaction.
- weeds present on site are to be removed.

Re-grassing, where required, will be either by means of seeding, instant turf (sods), sprigs or plugs as specified in the project specification or as specified by the ECO.

Where sprigs or plugs are utilised, they are to be planted at 200 mm centres. The fertiliser shall be applied as per PZ4 5.2. During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. During winter 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained. The amount of irrigation to be applied will make up the difference between rainfall recorded on site and minimum requirement.

Where instant turf is utilised, it shall be laid as specified in the project specification. The fertiliser shall be applied as per PZ4 5.2. During summer, 25mm of irrigation shall be applied each week until all the turf is visibly growing. During winter 15mm of irrigation shall be applied each week until all the turf is visibly growing. The amount of irrigation to be applied will make

up the difference between rainfall recorded on site and minimum requirement.

Grassing shall be undertaken by a specialist grassing Sub-contractor, unless permission is granted otherwise by the Engineer upon receipt of a written motivation from the Contractor.

The Contractor shall state in writing when the regressing operation will commence and its expected duration (dates).

Grassing in 'veld' areas is to be undertaken as per PZ4 5 below. *Cynodon dactylon* species may be excluded or substituted from this mixture at the discretion of the Environmental Control Officer, or as specified in the project specification. The seed bulk may be made up with the *Eragrostis tef*.

PZ4.5 "VELD GRASS" GRASSING SPECIFICATION

The area to be grassed should be estimated and converted to hectares, e.g. 100m X 100m = 10 000m² = 1ha. All fertilizer and seeding rates used in this specification are with respect to hectares.

PZ4.5.1 Regional areas

For re-grassing three distinctive areas exist. These are defined as:

- the Coastal area (a narrow band running from the coast to ≈15km inland of the coast)
- the Coastal hinterland (a broad band (≈50km wide), generally defined as westwards of the coastal belt, and below 800m a.s.l.)
- the area above ≈ 800m a.s.l. (also called Midlands area).

PZ4.5.2 Fertiliser

Standard 2:3:2 (N:P:K) fertiliser shall be used on all sites.

The rate of application will be:

- 200 kg/ha in the Coastal Hinterland areas, and
- 300 kg/ha in the Midlands and Coastal areas.

PZ4.5.3 Planting times

Summer (includes Spring) is considered to be between the 1 September and 28 (29) February.

Winter (includes Autumn) is considered to be between 1 March and 31 August.

Re-grassing will be undertaken (as far as possible) in summer as germination and establishment of grasses is most effective, assuming reasonable spring rains.

Vegetation re-establishment is likely in many cases to be held off until this suitable growing season.

Hydroseeding with a winter mix will only be specified where regressing is urgently required and cannot wait until the summer season. In this case irrigation will be required as per PZ4 5.4 below.

PZ4.5.4 Establishment and maintenance

During summer, 25mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

During winter (where annual rye grass is specified) 15mm of irrigation shall be applied each week until reasonable (60%) ground cover has been obtained.

If rapid establishment is required, additional watering may be necessary as specified in the project specification

The amount of irrigation to be applied will make up the difference between rainfall recorded on site and the minimum requirement.

PZ4.5.5 Grass Seed Selection and Application Rates

The specific seed selection and application rates for each of the defined areas are covered separately, as follows.

PZ4.5.5.1 Coastal area

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Digitaria eriantha	Smuts' fingergrass	5
Total		30

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar – Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Total		25

PZ4.5.5.2 Coastal hinterland.

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	5
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/Kweek/Star grass	10
Total		37

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar – Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Cenchrus ciliaris	Blue buffalo grass	2
Cynodon dactylon	Couch/Kweek/Star grass	3
Total		30

PZ4.5.5.3 Midlands area

Summer mix (1 September - 28 February)

Grass species	Common name	General application rate (kg/ha)
Eragrostis tef	Teff	4
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	10

Digitaria eriantha	Smuts' fingergrass	2
Cynodon dactylon	Couch/Kweek/Star grass	2
Paspalum notatum	Lawn paspalum	2
Total		30

Winter mix (1 March - 31 August)

Grass species	Common name	General application rate (kg/ha)
Lolium multiflorum cultivar – Midmar	Annual/Italian rye grass	10
Eragrostis curvula	Weeping lovegrass	10
Chloris gayana	Rhodes grass	5
Paspalum notatum	Lawn paspalum	2.5
Total		27.5

PZ4.5.6 Seeding methods

Two methods are recommended, namely hydroseeding and hand-broadcasting. The required method shall be as specified in the project specification.

All seed supplied should be labelled in accordance with the Government Seed Act No. 20 of 1961 and the Contractor shall be required to produce such certification, if requested by the Engineer.

PZ4.5.6.1 Hydroseeding

The Grassing Contractor shall be conversant with this method.

Cellulose pulp (consisting of either wood shavings, shredded straw, shredded paper or cotton waste) shall be added to the mix to be applied at a rate of 250 kg/ha.

In addition to the cellulose pulp, compost (consisting of either chicken litter, kraal manure, sugar cane filter cake or mushroom compost) shall be incorporated at a rate of 5m³/ha (≈100 X 50kg fertiliser bags/ha).

PZ4.5.6.2 Hand-broadcasting

Fertiliser, at the appropriate rate, is to be distributed by hand in a manner to ensure that there is an even spread of fertiliser over the site. This is to be done prior to seeding.

The seed mix is to be weighed and made up in an appropriately large container which shall be stirred to ensure no settling out of the grass seed, and a uniform distribution of the different types of seed.

The seed is to be distributed by hand in a regular grid broadcasting manner to ensure that there is an even spread of grass over the entire site.

The area seeded is to be raked over once the seed and fertiliser have been applied to incorporate these elements into the topsoil.

PZ4.5.7 General

Where there is a possibility of neighbourhood livestock grazing a rehabilitated site these should, as far as is practicable, be excluded for the first 3 months of re-grassing.

PZ4.6 LANDSCAPING

Landscaping of the site may be required as indicated in the project specification.

Compensatory planting of trees or shrubs may be required should the transplantation of such not be successful in terms of PZ3 5.5 or due to plants removed in terms of PZ3 5.4

Planting of trees will be in accordance with the following method:

- All tree holes shall be square in plan;
- Tree holes shall be a minimum of 600 mm by 600 mm square by 700 mm deep;
- Holes are to be backfilled with excavated soil in a ratio of 3:1 with compost. The compost is to be weed free and have been composted at temperatures in the order of 65°C. Where possible, any available topsoil should be placed in the hole at the level where the tree rootball will rest. A handful (half-a-cup) of each Superphosphate and 2.3.2 should be mixed into the soil-compost mix;
- The tree holes are to be backfilled to the point where the tree and its rootball are in the desired position. The tree is to be removed temporarily and the hole filled with water and allowed to drain away. This operation of watering and draining should be repeated at least four times in order that the surrounding ground and hole are thoroughly moist. The tree is then to be replaced and the remaining soil replaced;
- All trees shall be tied (using a tree tie) to a suitable timber stake planted in the ground to a depth of at least 500 mm. The stake shall have a minimum diameter of 35 mm and shall be at least 300 mm higher than the planted tree;
- Water retaining basins of at least 500 mm diameters are to be formed around each tree;
- The Contractor is to apply at least 10 litres of water per tree per fortnight for a period of at least 3 months.

The planting of shrubs will be in accordance with the tree planting method with the exception that the holes are to be a minimum of 400 mm by 400 mm square by 500 mm deep, and that the tree stakes and ties are not required.

PZ4.7 ALIEN PLANT CONTROL

All sites disturbed by construction activities will be monitored for colonisation by invasive alien plant species.

The Environmental Control Officer will identify those plants which require removal during both the construction and maintenance period, for the Contractor's action.

The Environmental Control Officer will provide advice as to effective methods of removal and control of alien plant species.

PZ4.8 MEASUREMENT AND PAYMENT

Measurement and payment for compliance with clauses of the specification will be made as follows. All other costs of compliance are deemed to be included in the Contractor's rates.

<u>Item</u>	<u>Unit</u>
(a) Finishing	
(i) Final Grading	
Ripping of compacted and disturbed areas to 150 mm depth.....	m ²
Handtrimming	m ²
(ii) Topsoiling	
Replacement of topsoil to minimum depth of 100 mm or such other depth as specified in the project specification	m ²

Scarification of replaced topsoil to depth of 50 mm and final hand trimming using spades and rakes	m ²
Soil testing at an approved facility sum per sample	
Soil Improvements required prior to vegetation re-establishment:	
Compost (supplied, placed and mixed into the soil)	ton
pH Rectifiers (supplied, placed and mixed into the soil)	kg or ton
Fertiliser (2:3:2) (supplied, placed and mixed into the soil)	ton

(iii) Vegetation Re-establishment

Hand-broadcasting with appropriate grass seed mix	m ² or ha
Deemed to be inclusive of soil preparation and improvements, materials and labour as specified in PZ4 5.	
Hydroseeding with appropriate grass seed mix	m ² or ha
Deemed to be inclusive of soil preparation and improvements, materials and labour as specified in PZ4 5.	
Sprig planting	m ² or ha
Deemed to be inclusive of soil preparation and improvements, materials and labour	
Plug planting	m ² or ha
Deemed to be inclusive of soil preparation and improvements, materials and labour	
Instant Turf.....	m ² or ha
Deemed to be inclusive of soil preparation and improvements, materials and labour	
Maintenance	m ² or ha
Deemed to be inclusive of watering, weeding, etc.	

(c) Landscaping

(i) Planting of trees in bag sizes:	
a) up to and including 10 litre	Sum
b) over 10 litre up to and including 20 litre	Sum
c) over 20 litre	Sum

(ii) Planting of shrubs in bag sizes:	
a) up to and including 10 litre	Sum
b) over 10 litre up to and including 20 litre	Sum

The rate shall include supply of plants and materials, preparation of plant holes, planting and maintenance until established.

PUBLIC COMPLAINTS REGISTER

DATE	COMPLAINANTS NAME	DESIGNATION/ AFFILIATION	REASON FOR COMPLAINT	ACTION TAKEN	ACTION BY	ACTION BY DATE	ACHIEVED BY DATE	DATE REFERRED TO NW environmental control officer

C3: SCOPE OF WORK
THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED
PROGRAMME WITHIN UGU DISTRICT MUNIICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

MONITORING OF COMPLIANCE WITH ENVIRONMENTAL SPECIFICATIONS

PROJECT NAME :

CONTRACT NUMBER :

PROJECT MANAGER :

ENGINEER'S REPRESENTATIVE /
SUPERVISOR :

CONTRACTOR :

CONTRACT PERIOD
(including start and completion dates) :

PERIOD COVERED :

REPORT PREPARED BY :

Signature

Environmental Control Officer REPORT

PROJECT NAME:

CONTRACT N°.

DATE OF SITE INSPECTIONS DURING REPORTING PERIOD:

Specification Breach	Spec. No.	Remedial Action Recommended	Due Date	Authority Responsible	Action Taken

PUBLIC COMPLAINTS

Complainant	Designation/ Affiliation	Date of complaint	Reason for Complaint	Action taken and date

GOOD PERFORMANCE REPORT

List any aspects of the Contract in which the Contractor is performing well and beyond that which is required in terms of the specification.

Photographs

Include photographs which illustrate aspects of non-compliance and good performance.

Photograph 1	Photograph 2
Caption	Caption

C4: SITE INFORMATION THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG)
FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

**THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG) FUNDED
PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**

CONTRACT UGU-07-1613-2022

C4: SITE INFORMATION

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C4.1: Geotechnical.....	SI.2
C4.2: Atmospheric/Climatic	SI.2
C4.3: Environmental.....	SI.3
C4.4: Locality Plan	SI.4
C4.5: Nameboard drawing	SI.5

C4.1 GEOTECHNICAL

No major excavations are required. Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract.

No responsibility is accepted for any conclusions drawn by Tenderers from the results and information supplied (if any) and Tenderers must satisfy themselves as to the nature of materials to be excavated under this contract. Tenderers are at liberty to excavate any further trial holes or to carry out other investigations to satisfy themselves as to the nature of the ground that will be encountered in carryout the Works, provided that they advise the Engineer of their intention to carry out such further trial hole excavations or other investigations so that the necessary safety requirements can be ensured. Any trial hole excavated in areas close to pedestrian or vehicular traffic shall be barricaded and shall be backfilled immediately after inspection of the soil conditions.

The Tenderer shall be fully liable for any claims for losses, damage or injuries whatsoever arising out of, or as a consequence of, carrying out trial hole excavations for the purpose of his tender. Furthermore, the Engineer's authority for the carrying out of any exploratory excavations is subject to the Tenderer indemnifying the Employer and the Engineer against any such claims.

C4.2 ATMOSPHERIC / CLIMATIC

Extension of time will be considered for abnormal rainfall. The numbers of days per month on which work is expected not to be possible as a result of normal rainfall, and for which the Contractor shall make provision in his tendered rates, prices and programme, are listed in Table C4.2.1 hereafter. Only the number of days lost as a result of adverse weather conditions, exceeding the number of days listed in Table C4.2.1, will qualify for consideration of extension of time.

Table C4.2.1: Expected Number of Working Days Lost per Month due to Normal Rainfall

Month	Expected number of working days lost as result of normal rainfall	Average monthly Rainfall (mm)
January	*3	98,4
February	3	98,3
March	3	61,1
April	2	90,3
May	2	37,5
June	0	31,0
July	1	42,3
August	2	33,7
September	3	53,2
October	3	96,9
November	4	117,2
December	*3	133,5
TOTAL	28 days	893,4

(Based on information obtained from the Weather Bureau, Department of Environment Affairs, Pretoria. The average monthly rainfall figures quoted, are included for information only, and shall not be taken into consideration for calculation of extension of time. The number of working days lost for December and

*January allows for the builders' holidays from **16 December to 5 January.**)*

During the execution of the Works, the Engineer's Representative will certify a day lost due to abnormal rainfall and adverse weather conditions only:

- if no work was possible on the relevant working day on any item which is on the critical path according to the latest approved construction programme; or
- if less than 30% of the work force and plant on site could work during that specific working day.

Extension of time as a result of abnormal rainfall and adverse weather conditions shall be calculated monthly being equal to the number of working days certified by the Engineer's Representative as lost due to rainfall and adverse weather conditions, less the number of days allowed for as in Table C4.2.1, which could result in a negative figure for certain months. The total extension of time as a result of abnormal climatic conditions for which the Contractor may apply, shall be the cumulative algebraic sum of the monthly extensions. Should the sum thus obtained be negative, the extension of time shall be taken as nil.

C4.3 ENVIRONMENTAL

The Contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist.

C4: SITE INFORMATION THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG)
FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

C4.4 LOCALITY PLAN

C4: SITE INFORMATION THE IMPLEMENTATION OF WATER SERVICES INFRASTRUCTURE GRANT (WSIG)
FUNDED PROGRAMME WITHIN UGU DISTRICT MUNICIPALITY FOR A PERIOD OF THIRTY-SIX (36) MONTHS
CONTRACT UGU-07-1613-2022

C4.5 NAMEBOARD DRAWING

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula EU GBP [illegible][illegible]

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value	R 0
--------------------------	-----

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

(D1)	Tender No.	
(D2)	Tender description:	
(D3)	Designated Products:	
(D4)	Tender Authority:	
(D5)	Tendering Entity name:	
(D6)	Tender Exchange Rate:	Pula

A. Exempted imported content

Summary

(D19) Total exempt imported value	B 0
-----------------------------------	-----

B. Imported directly by the Tenderer

Summary

(P32) Total imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

Summary

(D45) Total imported value by 3rd party	R 0
---	-----

D. Other foreign currency payments

Summary of payments

Local value of
payments

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	R 0
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**This total must correspond with
Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- | | |
|--|--|
| 2. Application | <p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p> |
| 6. Patent rights | <p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p> |
| 7. Performance security | <p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> |

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.