



**O.R. TAMBO  
DISTRICT MUNICIPALITY**

**TENDER NO:** ORTDM SCMU 20 - 20/21

**DESCRIPTION:** TURNKEY PROJECT FOR THE REVIEW AND IMPLEMENTATION OF THE EXISTING WATER CONSERVATION & DEMAND MANAGEMENT STRATEGY

**DECEMBER 2020**

**Issued By:**

The Municipal Manager  
O. R Tambo District Municipality  
Private Bag X 6043  
MTHATHA  
5100

**Tel No:** (047) 501 64000

**Prepared By:**

Supply Chain Management Unit  
O. R. Tambo District Municipality  
Private Bag X 6043  
MTHATHA  
5100

**Tel No:** (047) 501 6400

**NAME OF BIDDER:** \_\_\_\_\_

**CSD SUPPLIER NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TENDER AMOUNT:** \_\_\_\_\_

**TENDER ARE HEREBY INVITED FOR:**

To ensure that your Tender is not exposed to invalidation, documents are to be completed in accordance with the conditions and Tender rules contained in the Tender documents. Supporting documents must be sealed and externally endorsed **CONTRACT: ORTDM SCMU 20 - 20/21: TURNKEY PROJECT FOR THE REVIEW AND IMPLEMENTATION OF THE EXISTING WATER CONSERVATION & DEMAND MANAGEMENT STRATEGY** and be submitted in the tender box, Ground Floor, OR Tambo District Municipality, Nelson Mandela Drive, OR Tambo House, Myezo, Mthatha, not later than the closing date and time as stated.

The lowest or any Bid will not necessarily be accepted and the OR Tambo District Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed as well as the right to accept a Tender in whole or part. Tenders will be adjudicated in accordance with the Supply Chain Management Policy of the OR Tambo District Municipality.

The following documents must be completed, signed (where applicable) and submitted as a complete set:

Document		Colour of pages
Number	Heading	
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Documents for tender evaluation purposes	Yellow
C1.1	Form of Offer and Acceptance	Yellow
C1.2	Contract Data	Yellow
C1.3	Operational Health & Safety Specification	Yellow
C1.4	ORTDM Supply Chain Management Policy	Yellow
C2.1	Pricing Instructions	Yellow
C2.2	Activity Schedule	Yellow
C3	Scope of Work	Blue
C4	Site Information	Green
C5	Additional Relevant Documents	White

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited from suitably qualified and experienced contractors who are registered with CIDB for the **TURNKEY PROJECT FOR THE REVIEW AND IMPLEMENTATION OF THE EXISTING WATER CONSERVATION & DEMAND MANAGEMENT STRATEGY**

Project Number	Name and Description	CIDB Grading	Contract period
ORTDM SCMU 20 – 20/21	Turnkey Project For The Review And Implementation Of The Existing Water Conservation & Demand Management Strategy	5CE PE or 6CE	36 Months

A non-compulsory clarification meeting with representatives of the client will take place virtually on **ZOOM** at **10H00** on **Friday, 22 January 2021**.

The municipality will not repeat any matters already covered in the compulsory briefing meeting to the bidders who joined the virtual briefing more than 10 minutes late to the meeting. Any bid received from a bidder who **did not** attend the briefing meeting register will be considered and **will not** be returned to the bidder unopened.

Bid documents may be downloaded on the e-Tender website ([www.etenders.gov.za](http://www.etenders.gov.za)), or on the O.R Tambo District Municipality website ([www.ortambodm.gov.za](http://www.ortambodm.gov.za)), at no Cost.

Bids must be completed tenders in black ink, enclosed in a sealed envelope and clearly marked with the **"Project number, project name and description"** must be placed in the tender box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape, not later than **12H00 Monday, 01 February 2021**.

*It must be expressly understood that the Municipality does not accepts no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).*

Tender submissions will be opened in public at **12H00 Monday, 01 February 2021**. Bids will be opened at the Ground Floor, O.R. Tambo House, Myezo, Mthatha. The Municipality reserves

reserves right not to accept the only or lowest priced tender or any tender at all, or to accept the whole or part of any tender.

**RETURNABLE DOCUMENTS TO BE SUBMITTED WITH THE BID:**

- Original or certified copy of BBBEE certificate, or sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE);
- Certified copies of business registration documents, as issued by CIPC;
- Certified copy of identity documents of directors/ shareholders/ partners/ members, as the case may be.

**INVALID OR NON-SUBMISSION OF THE FOLLOWING RETURNABLE DOCUMENTS WILL DISQUALIFY A BID SUBMISSION:**

- CSD supplier number;
- Proof of latest municipal rates and taxes statement indicating that rates and taxes are not in arrears for more than 3 months;
- Proof of registration with CIDB
- Audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Unaudited financial statements for close corporations, as required by the close corporation Act (if applicable);
- Joint Venture agreement or consortium (in CIDB format), signed and initiated in each page (where applicable).

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-**

**THE BIDS WILL BE EVALUATED IN THREE STAGES, NAMELY:**

- *Stage 1 - Prequalification criteria*
- *Stage 2- Functionality*
- *Stage 3- Price and BBBEE Points*

**STAGE 1 – PRE-QUALIFICATION CRITERIA**

In terms of the Preferential Procurement Policy Framework Act 2000, Preferential Procurement Regulation 2017, pre-qualification criteria for preferential procurement as specified in Regulation 4 will apply.

The tender will be evaluated in three stages as follows:

- **Stage 1- Pre-qualification**

- Original or certified copy of BBBEE certificate, or sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE);
- Certified copies of business registration documents, as issued by CIPC;
- Certified copy of identity documents of directors/ shareholders/ partners/ members, as the case may be.
- Audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Unaudited financial statements for close corporations, as required by the close corporation Act (if applicable);
- Joint Venture agreement or consortium (in CIDB format), signed and initialed in each page (where applicable).

Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.

Item	Weight
<b>Stage 2 of Evaluation-Functionality</b>	<b>100</b>
• Company Experience with respect to similar projects	20
• Experience of key staff assigned to the contract	30
• Methodology	30
• Availability of key plant and equipment	20
<b>Stage 3 of Evaluation- Price &amp; B-BBEE</b>	<b>100</b>
• B-BBEE	20
• Price	80

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

**Technical enquiries: Mr M Mbokwana 047 5016508, or email: [mzwandilem@ortambodm.gov.za](mailto:mzwandilem@ortambodm.gov.za).**

All **Supply Chain Management enquiries** may be directed to Mr. S. Hopa, telephone number 047 501 6449 or email: [sakhiwoh@ortambodm.org.za](mailto:sakhiwoh@ortambodm.org.za) during office hours: Monday to Friday 08H00-13H00 and 13H30-16H30.

*Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality and the lowest tender will not necessarily be and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully accepted reserved by*

*the O. R. Tambo District Municipality. A 80/20 point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:*

<b>B-BBEE status level of contributor</b>	<b>Number of points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

*Joint Ventures will qualify for points for their 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 BBEE scorecard is prepared for every separate tender.*

***F. Mphako***

***Acting Municipal Manager***

## T1.2 TENDER DATA

The conditions of tender are the **Standard Conditions of Tender** as contained in Annexure F of the 30 January 2009 edition of the **CIDB Standard for Uniformity in Construction Procurement**. The Standard Conditions of Tender Procurements make several references to the Tender Data for details that apply specifically to the Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

*Please note that the word "Client" is used in this document and referred to as "Employer" in the Standard Conditions of Tender document.*

Clause Number	
<b>F.1</b>	<b>General</b>
F.1.1	The Client is: O. R. Tambo District Municipality Private Bag x 6043 Mthatha 5100
F.1.2	The Tender documents issued by the Client comprise:  <b>Tender</b> T1.1 Tender Notice and invitation to tender T1.2 Tender Data T2.1 List of Returnable Documents T2.2 Returnable Documents for tender evaluation purposes T2.3 Returnable Documents to be incorporated into the contract
	<b>Contract</b>  <b>Part 1 : Agreements and Contract data</b> C1.1 Forms of Offer and Acceptance C1.2 Contract Data C1.3 Occupational health and safety specification C1.4 O.R. Tambo District Municipality's Health and Safety Specification

	<p><b>Part 2 : Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part 3 : Scope of Work</b></p> <p>C3.1 Description of the Works</p> <p>C3.2 Applicable Standardised Specifications</p> <p>C3.3 Variations and Additions to the Standardised and Particular Specifications</p> <p>C3.5 Particular Specification Health and Safety</p> <p>C3.6 Particular Specification Environmental Management Plan</p> <p>C3.7 HIV/AIDS Specification</p> <p>C3.8 Contractors Report</p> <p><b>Part 4: Site Information</b></p> <p>C4 Site information</p> <p><b>Part 5: Additional Relevant Documents</b></p> <p><b>Part 6: Contract Drawings</b></p>
F1.3	<p><b>Interpretation</b></p> <p>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 tender conditions.</p>
F.1.4	<p><b>Communication:</b></p> <p>Communication with all stakeholders shall be through the O. R. Tambo Municipality’s District Engineer. communication’s shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer</p>
	<p>Contact person: Mr. Mzwandile Mbokwana</p> <p>Tel: 047 501 6508</p>
F.1.5	<p><b>The employer’s right to accept or reject any tender offer</b></p>
F.1.5.1	<p><b>Reject or accept</b></p> <p>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 a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>



F.1.6	<b>Procurement procedures</b>
F.1.6.1	a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
F.2	<b>Tenderer's obligations</b>
F.2.1.1	<b>Eligibility</b> Only those tenders who are registered with CIDB and have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour intensive competencies for supervisory and management staff are eligible to submit tenders.
F.2.1.2	<b>CIDB Grading</b> The required CIDB grading for this project is 5CE PE or 6CE
F.2.2	<b>Cost of tendering</b> Accept that the Employer will not compensate the tenderers 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	<b>Check documents</b> Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	<b>Confidentiality and copyright</b> 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	<b>Reference documents</b> Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F2.6	<b>Acknowledge Addenda</b> Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.

F.2.7	The arrangements for a <b>compulsory clarification meeting</b> are:	
	<b>Date:</b> Friday, 22 January 2021  <b>Starting time:</b> 10h00	<b>Location:</b> ZOOM Meetings Platform
F.2.8	<b>Seek clarification</b> Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.	
F2.10	<b>Pricing the tender</b>	
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 South African Rand	
F2.11	<b>Alterations to documents</b> 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	<b>Alternative tender offers</b> Alternative offers may be submitted 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.2.13.5	The Client's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:	
	<b>Location of Tender box:</b> Tender Box, Ground Floor, O. R. Tambo District Municipality Building, Nelson Mandela Drive, Myezo Park, Mthatha, Eastern Cape.	

	<b>Physical address:</b> O. R. Tambo House, Nelson Mandela Drive, Mthatha
F.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>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.</p>
F.2.15	<p><b>Closing time</b></p> <p>The closing times for submission of Tenders are <b>12H00 on Monday, 01 February 2021.</b></p>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will <b>not</b> be accepted.
F.2.16	<p><b>Tender offer validity</b></p> <p>The Tender offer validity period is 90 Days as stated in the tender data.</p>
F.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>The tenderer shall 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.</p>
F.2.18	<p><b>Provide other material</b></p> <p>The tenderer shall, when requested by the Employer to do so, 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.</p> <p>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.</p>
F2.20	<p><b>Submit securities, bonds, policies</b></p> <p>Submit to the employer before formation of the contract, certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
F.2.23	<p><b>The tenderer is required to submit with his tender:</b></p> <p>(1) an original Tax Verification Pin issued by the South African Revenue Services; and</p> <p>(2) Certified copy of the original of all the Companies / CC Registration documents.</p> <p>(3) Joint Venture Agreement where applicable in CIDB format (signed and initialed on each page).</p> <p>(4) Proof of registration with CIDB</p>

	(5) Certified copies of the original green bar-coded ID copies of Members of the companies.
F.3	<b>The employer's undertakings</b>
F.3.1	<b>Respond to requests from the tenderer</b>
F.3.1.1	Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
F.3.2	<b>Issue Addenda</b> If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until 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, shall then notify all tenderers who drew documents.
F.3.4	<b>Opening of tender submissions</b>
F.3.4.1	The employer shall open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
F.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.
F.3.4.3	The client shall not be obliged to make available the record outlined in F.3.4.2 to any tenderer who fail to attend the tender opening.
F.3.6	<b>Non-disclosure</b> The client shall 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	<b>Grounds for rejection and disqualification</b> Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
F3.9	<b>Arithmetical errors, omissions and discrepancies</b>

F.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
F.3.9.2	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p style="padding-left: 40px;">i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p style="padding-left: 40px;">ii) The summation of the prices.</p>
F.3.9.3	Notify the tenderer 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.3.9.4	<p>Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>
F.3.10	<p><b>Clarification of a tender offer</b></p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
F3.11	<p><b>Evaluation of tender offers</b></p> <p><i>Replace the contents of the entire sub-clause with the following:</i></p> <p>The procedure for evaluation of responsive tender offers will be method 2 of table F.1 of SANS 294: 2004. Financial offer &amp; Preferences. The bid will be awarded to the bidder who has scored the highest points for price and preferences combined <b>BUT</b> the prerequisite will</p>

be to obtain at least **65 points** for quality (functionality), which will be explained in Stage 1 below.

Nevertheless, O. R. Tambo District Municipality retains the right to accept any bid.

#### C. First stage in evaluation: Compliance with Bid Rules and other Requirements

The bids will be checked to ensure that they comply with the bid rules and all other requirements of the project document. In particular the following documentation must be completed and/or included within the bid.

- The form of Offer and acceptance
- Audited financial statements for any tender price over R10million
- Certified company registration documents and ID of members
- Form C: Compulsory Enterprise Questionnaire
- Form D: Certificate of Authority for Signature
- Form E: Amendments, Qualifications and Alternatives
- Form H: Certificate of Good Standing
- Form I: Relevant experience
- Form J: Details of key staff and CVs
- Form M: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011

#### Note:

- All information supporting the above forms such as Curricula Vitae of staff who will work on the project and their functions, details of ownership, relevant experience etc.
- Addenda issued during the bid period, if any.
- The pricing schedule

Failure to supply the required information will compromise the bid

#### **D. Next Stage in Evaluation:** Pre-qualification; Quality / Functionality; Price & BBBEE Status Level

The next state in the evaluation process will consist of three stages, as follows:

#### **STAGE 1: PRE-QUALIFICATION CRITERIA**

- Original or certified copy of BBBEE certificate, or sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualified Small Enterprise (QSE);
- Certified copies of business registration documents, as issued by CIPC;
- Certified copy of identity documents of directors/ shareholders/ partners/ members, as the case may be.

- Audited annual financial statements of the bidding entity (for projects in excess of R10 million);
- Unaudited financial statements for close corporations, as required by the close corporation Act (if applicable);
- Joint Venture agreement or consortium (in CIDB format), signed and initialed in each page (where applicable).

*Failure to meet the pre-qualification criteria will render a bid non-responsive, and such bid will be disqualified and not proceed to be evaluated further.*

**STAGE 2: FUNCTIONALITY/QUALITY EVALUATION**

ITEM	WEIGHT
Functionality (see detailed criteria below)	<b>100</b>
• Experience with respect to similar projects	20
• Experience of key staff assigned to the contract	30
• Methodology	30
• Availability of key plant and equipment	20

Only bidders who score **65 points or more** on stage 2 will be evaluated further and therefore eligible for award.

The maximum score for functionality shall be 100, distributed as follows:

***Tender functionality / quality claimed***

	Category of Quality / Functionality	Maximum tender evaluation points provided
<b>B1.1</b>	<b>Company Experience on Similar Projects</b>	<b>20</b>
	Experience on Water Conservation and Demand Management Project: Copies of Certificate of Completion MUST be submitted with the bid. No points will be awarded where Certificates of Completion have not been submitted with the Bid. If the value of completed project is not reflected on the certificate, provide contractor’s appointment or letter from the client with values.	

	<p>Water Conservation and Demand Management Projects Completed and must include the following: <b>(Weight per components = 2 Points)</b></p> <ul style="list-style-type: none"> <li>• Analysis of Water losses and the monitoring of water losses, both physical and apparent</li> <li>• Bulk Water Balance Calculations according to the IWA Water Balance</li> <li>• Bulk meter installations</li> <li>• GIS analysis of billing</li> <li>• Water Meter Audits (Domestic and Bulk Water Meter installations and replacement)</li> <li>• Zoning Activities, including discreteness tests</li> <li>• Flow and Pressure Logger installations</li> <li>• Completion of Plumbing Retrofit projects</li> <li>• Implementation of Pressure Management by means of installation of pressure reducing valves and advanced pressure management equipment</li> <li>• Domestic and Bulk Water Meter installations and replacement</li> </ul> <p><b>NB: If a bidder has done more than one projects in one component, they will receive only two points.</b> All projects listed must be verifiable with a signed reference letter from the Client indicating the work completed during the project.</p>	20
	No previous water projects completed, or completed projects	0
<b>B1.2</b>	<b>Experience of Key Staff Assigned to the Contract</b>	<b>30</b>
	Experience of key personnel (NB no key personnel member may be assigned more than one duty on the Contract, i.e. different personnel must be assigned for each of the following key positions) <b>Attach CVs with Certified Copies of Qualifications</b>	
	<p><b>THE PROJECT MANAGER (CIVIL ENGINEERING + HONS. WATER RESOURCE MANAGEMENT)</b></p> <ul style="list-style-type: none"> <li>• Pr Eng and &gt;10 years <b>(5 points)</b></li> <li>• Pr Tech Eng and &gt;10 years <b>(4 points)</b></li> <li>• Pr Eng and &gt; 5 years <b>(2 points)</b></li> <li>• Pr Tech Eng and &gt;5 years <b>(1 points)</b></li> </ul>	5



	<p><b>DESIGN ENGINEER ( SPRECIALISING IN WATER)</b></p> <ul style="list-style-type: none"> <li>• Pr Eng and &gt;10 years <b>(4 points)</b></li> <li>• Pr Tech Eng and &gt;10 years <b>(3 points)</b></li> <li>• Pr Eng and &gt; 5 years <b>(2 points)</b></li> <li>• Pr Tech Eng and &gt;5 years <b>(1 points)</b></li> </ul>	4
	<p><b>ENGINEER'S REPRESENTATIVE / SITE SUPERVISOR (BUILT ENVIRONMENT)</b></p> <ul style="list-style-type: none"> <li>• B Eng and &gt;5 years <b>(3 points)</b></li> <li>• N. Dip and &gt;5 years <b>(2 points)</b></li> </ul>	3
	<p><b>CAD TECHNICIAN</b></p> <ul style="list-style-type: none"> <li>• 2 operators &gt; 10 years <b>(3 points)</b></li> <li>• 2 operators &gt; 5 years <b>(1 points)</b></li> </ul>	3
	<p><b>GIS ANALYST AND IT</b></p> <ul style="list-style-type: none"> <li>• &gt; 5 year CAD and IT – related experience in WCWDM projects years <b>(3 points)</b></li> <li>• &gt; 2 year CAD and IT – related experience in WCWDM projects years <b>(1 points)</b></li> </ul>	3
	<p><b>REGISTERED PLUMBERS (RED SEAL / TRADE QUALIFICATION)</b></p> <ul style="list-style-type: none"> <li>• 2 registered plumbers <b>(3 points)</b></li> <li>• 1 registered plumbers <b>(1 points)</b></li> </ul>	3
	<p><b>HEALTH AND SAFETY REPRESENTATIVE</b></p> <ul style="list-style-type: none"> <li>• Registered SACPCMP Health and Safety Representative <b>(3 points)</b></li> </ul>	3
	No previous experience	0
<b>B1.3</b>	<b>Methodology</b>	<b>30</b>
	The methodology is comprehensive and addresses all the items as required in the project specifications, including innovative use of technology and equipment	15
	The methodology addresses part of the requirements and includes innovative use of technology and equipment	10
	The methodology is included, but requires additional information to meet the project requirements	5
<b>B1.4</b>	<b>Availability of key machinery and equipment (Points will only be awarded for the mentioned machinery proof of registration with traffic authority must be submitted. Note irrelevant machinery to</b>	<b>20</b>

	<p><b>the project will not be considered. For hire provide a signed confirmation letter from a reputable service provider)</b></p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Flow and Pressure Monitoring Loggers capable of remotely uploading data to an internet-based server and send alarm messages when pre-determined values are exceeded.</li> <li>• Advanced Leak and Services Detection Equipment, including: <ul style="list-style-type: none"> <li>○ Ground Penetrating Radar</li> <li>○ Acoustic Listening Sticks</li> <li>○ Noise Loggers</li> <li>○ Flow and pressure Monitoring Loggers</li> <li>○ Noise Correlators</li> </ul> </li> </ul>	
	<p><b>SERVICES DETECTION – PENETRATING RADARS</b></p> <ul style="list-style-type: none"> <li>• Proof of ownership/rental agreement of Ground Penetrating Radar Equipment</li> </ul>	4
	<p><b>LEAK DETECTION EQUIPMENT – LISTENING DEVICES</b></p> <ul style="list-style-type: none"> <li>• Proof of ownership/rental agreement of at least 2 listening devices</li> </ul>	3
	<p><b>LEAK DETECTION EQUIPMENT-NOISE LOGGERS</b> Proof of ownership/rental agreement of at least 30 noise loggers</p>	4
	Proof of intention to rent at least 30 listening devices	4
	<p><b>FLOW AND PRESSURE MONITORING LOGGERS</b></p> <ul style="list-style-type: none"> <li>• 100 loggers owned/rental agreement by the Service Provider</li> </ul>	5
	<ul style="list-style-type: none"> <li>• 50 loggers owned/rental agreement by the Service Provider</li> </ul>	2
	<ul style="list-style-type: none"> <li>• 100 loggers to be rented by the Service Provider</li> </ul>	3
	<ul style="list-style-type: none"> <li>• 50 loggers to be rented by the Service Provider</li> </ul>	1

	<p><b>LEAK DETECTION EQUIPMENT-NOISE CORRELATOR</b></p> <ul style="list-style-type: none"> <li>➤ Proof of ownership/rental agreement of 1 noise correlating device</li> </ul>	4											
	<b>TOTAL</b>	<b>100</b>											
<p><b>STAGE 3: EVALUATION FOR PRICE AND PREFERENCE (80/20)</b></p> <p>The procedure for Stage 3 of evaluation of responsive tenders is <b>Method 2</b></p> <p><b>a) PRICE..... 80</b></p> <p><b>a) B-BBEE STATUS LEVEL OF CONTRIBUTION..... 20</b></p> <p><b>Points Awarded for Price (Ps)</b></p> <p>A total of 80 points will be awarded to the Tenderer with the lowest balanced price. The <b>other tenders will be awarded points on the ratio to bench mark price as follows:</b></p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Rand value of bid under consideration</p> <p>Pmin = Rand value of lowest acceptable bid</p> <p><b>b) Points awarded for B-BBEE Status Level of Contribution</b></p> <p>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:</p> <table border="1" data-bbox="354 1662 1340 1966"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th> <th>Number of points(80/20 system)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">18</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;">14</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;">12</td> </tr> </tbody> </table>				B-BBEE Status Level of Contributor	Number of points(80/20 system)	1	20	2	18	3	14	4	12
B-BBEE Status Level of Contributor	Number of points(80/20 system)												
1	20												
2	18												
3	14												
4	12												

		5	8
		6	6
		7	4
		8	2
		<b>Non-compliant Contributor</b>	0
The total calculated points will be rounded to the second decimal place.			
F.3.13	<b>Acceptance of tender offer</b>		
F3.13.1	<p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement,</p> <p>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,</p> <p>c) has the legal capacity to enter into the contract,</p> <p>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,</p> <p>e) complies with the legal requirements, if any, stated in the tender data, and</p> <p>f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>		
	<p>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.</p>		
F.3.14	<b>Notice to unsuccessful tenderers</b>		
	<p>After the successful tenderer has acknowledged the employer’s notice of acceptance, after written request, the employer will notify the tenderers that their tender offers have not been accepted in O.R Tambo District Municipality’s website: <a href="http://www.ortambodm.org.za">www.ortambodm.org.za</a> by listing the successful tender.</p>		
F.3.15	<b>Prepare contract documents</b>		

	<p>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:</p> <ul style="list-style-type: none"><li>a) addenda issued during the tender period,</li><li>b) inclusion of some of the returnable documents,</li><li>c) other revisions agreed between the employer and the successful tenderer, and</li><li>d) The schedule of deviations attached to the form of offer and acceptance, if any.</li></ul>
F.3.16	<p><b>Issue final contract</b></p> <p>Prepare and issue the final draft of the contract 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).</p>

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

The Tenderer must complete the following returnable documents:

<b>T2.2 Returnable Documents required for Tender evaluation purposes</b>		
1	Form 2.2.1	General Information of the Tenderer
2	Form 2.2.2	Authority for Signatory
3	Form 2.2.3	Schedule of Previous Experience
4	Form 2.2.4	Schedule of Current Projects
5	Form 2.2.5	Declaration of good standing regarding tax
6	Form 2.2.6	Certificate of Attendance at Site Meeting
7	Form 2.2.7	Proposed Key Personnel
8	Form 2.2.8	Schedule Equipment to be used
9	Form 2.2.9	Schedule of Proposed Sub-Contractors
10	Form 2.2.10	Financial References

<b>T2.3 Returnable Documents that will be incorporated into the contract</b>		
1	Form 2.3.1	Record of Addenda to Tender Documents
2	Form 2.3.2	Procurement Form

## **T2.2 RETURNABLE DOCUMENTS**

### **RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

- Form 2.2.1 General Information of Tenderer
  - Form 2.2.2 Authority of Signatory
  - Form 2.2.3 Schedule of Previous Experience
  - Form 2.2.4 Schedule of Current Projects
  - Form 2.2.5 Declaration of good standing regarding tax
  - Form 2.2.6 Registration on the Central Supplier Database
  - Form 2.2.7 Certificate of Attendance at Site Meeting
  - Form 2.2.8 Proposed Key Personnel
  - Form 2.2.9 Schedule of Proposed Sub-consultants
  - Form 2.2.10 Financial References
  - Form 2.2.11 Declaration of interest

**FORM 2.2.1 GENERAL INFORMATION OF TENDERER**

1. **Name of Tenderer:** .....

2. **Contact details**

Address : .....

Tel no : .....

Fax no : .....

Cell no : .....

E-mail address: .....

3. **Legal entity: Mark with an X.**

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. **Income tax reference number:**.....  
 (in case of a joint venture, provide for all joint venture members)

5. **Municipal services area where the enterprise is registered:**.....  
 (in case of a joint venture, provide for all joint venture members)

6. **Company / close corporation Registration Number:**.....  
 (in case of a joint venture, provide for all joint venture members)

7. **VAT Registration number:** .....

(in case of a joint venture, provide for all joint venture members)

8. **CIDB registration number:**.....  
 (in case of a joint venture, provide for all joint venture members).



## **ATTACH THE FOLLOWING DOCUMENTS HERETO**

1. For Closed Corporations  
**Certified copies of CK1 or CK2 as applicable (Founding Statement)**
2. For Companies  
**Certified copies of Shareholders register**
3. ID copies  
**Certified ID Copies for members**
4. CIDB registration  
**Proof of registration with CIDB**
5. CSD registration  
**Proof of registration with Central Supplier Database**
6. For Joint Venture Agreements  
**Copy of the Joint Venture Agreement between all the parties, as well as the certified documents in (1), and or (2) and (4) and (4) of each Joint Venture member.**
7. Copy of the latest municipal service account where enterprise is registered
8. Central Supplier Database Summary Report

**FORM 2.2.2 AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name : \_\_\_\_\_

Contact number : \_\_\_\_\_

Office address : \_\_\_\_\_

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)* .....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

**FORM 2.2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms..... , authorised signatory of the company ..... , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner  CIDB registration no .....		Signature. .... . Name ..... Designation.....
CIDB registration no .....		Signature. .... . Name ..... Designation.....
CIDB registration no .....		Signature. .... . Name ..... Designation.....
CIDB registration no .....		Signature. .... . Name ..... Designation.....

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD**







**ATTACH ORIGINAL**

**VALID TAX VERIFICATION PIN**



**FORM 2.2.6 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE**

Attach proof of registration with the Central Supplier Database. **This information is material to the award of the Contract.**

**ATTACHED CERTIFICATE PROOF OF REGISTRATION ON THE NATIONAL CENTRAL SUPPLIER DATABASE**

**FORM 2.2.7 CERTIFICATE OF ATTENDANCE AT SITE MEETING**

This is to certify that I, ..... (Name) duly authorised representative of..... (Tenderer)

Address: .....

Date: ..... Visited the site on ..... (date) in the presence of ..... (Engineer)

**I have made myself familiar with the sites and all the local conditions likely to influence the work and the cost thereof.**

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

\_\_\_\_\_  
REPRESENTATIVE OF EMPLOYER

\_\_\_\_\_  
REPRESENTATIVE OF TENDERER





**FORM 2.2.10 FINANCIAL REFERENCES**

**FINANCIAL STATEMENTS**

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

**DETAILS OF TENDERERS BANKING INFORMATION**

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: ..... Date: .....

Signature : .....

Full name of signatory: .....

**ATTACH AUDITED**  
**FINANCIAL STATEMENTS**

## FORM 2.2.11 MUNICIPAL BIDDING DOCUMENTS

MBD 1

### PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF O.R. TAMBO DISTRICT MUNICIPALITY</b>					
BID NUMBER:	ORTDM SCMU 20-20/21	CLOSING DATE:	01 February 2021	CLOSING TIME:	12.00PM
DESCRIPTION:	TURNKEY PROJECT FOR THE REVIEW AND IMPLEMENTATION OF THE EXISTING WATER CONSERVATION & DEMAND MANAGEMENT STRATEGY: 36 MONTHS PERIOD				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

<i>TENDER BOX, GROUND FLOOR, O.R. TAMBO DISTRICT MUNICIPALITY BUILDING</i>
<i>NELSON MANDELA DRIVE , MYEZO PARK, MTHATHA, EASTERN CAPE</i>

#### SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No

*[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
---	--	--	--

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
-------------------------------	--	-----------------	---

SIGNATURE OF BIDDER	.....	DATE	
---------------------	-------	------	--

CAPACITY UNDER WHICH THIS BID IS SIGNED	
---	--

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM DEPARTMENT	CONTACT PERSON	MR. M. MBOKWANA
CONTACT PERSON	MR. SAKHIWO HOPA	TELEPHONE NUMBER	047 501 6508
TELEPHONE NUMBER	047 501 6448/6449	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	<a href="mailto:mzwandilem@ortambodm.gov.za">mzwandilem@ortambodm.gov.za</a>
E-MAIL ADDRESS	<a href="mailto:sakhiwoh@ortambodm.gov.za">sakhiwoh@ortambodm.gov.za</a>		

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



**MBD 4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, 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 authorized representative declare their position in relation to the evaluating/adjudicating authority.
- 3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish articular.....  
.....

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

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

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

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

3.9.1 If yes, furnish particulars

.....  
.....

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

3.10.1 If yes, furnish particulars .....

.....

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

3.11.1 If yes, furnish particulars.....

.....

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

3.12.1 If yes, furnish particular .....

.....

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

3.13.1 If yes, furnish particulars.....

.....

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

3.14.1 If yes, furnish particulars.....

.....

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

Full name	Identity number	State employee number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**MBD 5**

**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:

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details: ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
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?		
3.1	If yes, provide details: ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details: ..... ..... .....		

**CERTIFICATION**

I, THE UNDERSIGNED (NAME)

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the 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
  - d. sector contract during the past five years; or
  - e. 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	<p><b>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?</b></p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		



4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>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?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

*I, the undersigned (full name) ..... certify that the information furnished on this declaration form true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder 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:

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

<sup>2</sup> 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: **PROJECT NO.: ORTDM SCMU 20 - 20/21: TURNKEY PROJECT OF THE REVIEW AND IMPLEMENTATION OF THE EXISTING WATER CONSERVATION & DEMAND MANAGEMENT STRATEGY** in response to the invitation for the bid made by: **O.R. TAMBO DISTRICT MUNICIPALITY** do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **T2.3 RETURNABLE DOCUMENTS**

### **RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT**

- Form 2.3.1 Record of Addenda to Tender Documents
- Form 2.3.2 Procurement Form

**FORM 2.3.1 RECORD OF ADDENDA TO TENDER DOCUMENTS**

(Addenda received from Engineer for amendments on Tender Documentation)

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

Name of Tenderer: ..... Date: .....

Signature : .....

Full name of signatory: .....

## FORM 2.3.2 PROCUREMENT FORM

Acceptable Tenders will be evaluated using a system that awards points on the basis of Tender price and the meeting of specific goals.

### DEFINITIONS

**“Acceptable Tender”** means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender document, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Supply Chain Management of Council.

**“Council”** refers to the **OR TAMBO DISTRICT** Municipality.

**“Equity ownership”** refers to the percentage ownership and control, exercised by individuals within an enterprise and they are involved in the day to day running of the Company.

**“HDI equity ownership”** refers to the percentage of an enterprise, which is owned by individuals, or in the case of a company, the percentage shares that are owned by individuals meeting the requirements of the definition of a HDI.

**“Historically disadvantaged individuals (HDIs)”** means all South African citizens –

- (i) Who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions (Referred to as Previously Disadvantaged Individuals (PDIs) in this document)
- (ii) Women
- (iii) Disabled persons.

**“SMME’s”** (small, medium and micro enterprises) refers to separate and distinct business entities, including co-operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996). Refer to the attached addendum for a definition of SMME’s for different economic sectors.

Tenders are adjudicated in terms of NDM Procurement Policy, and the following framework is provided as a guideline in this regard.



## 1. Technical adjudication and General Criteria

- Tenders will be adjudicated in terms of inter alia:
- Compliance with Tender conditions
- Technical specifications

If the Tender does not comply with the Tender conditions, the Tender will be rejected. If technical specifications are not met, the Tender may also be rejected.

With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- A Tax Verification Pin. (**Only valid tax verification pin** must be attached to the Tender document).
- Pages to be completed, removed from the Tender document, and have therefore not been submitted.
- Failure to complete the schedule of quantities as required
- Scratching out without initialing next to the amended rates or information.
- Writing over / painting out rates / the use of tippex or any erasable ink, eg. Pencil.
- Failure to attend compulsory site inspections
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form 2.2.2 – “Authority for Signatory”**
- No authority for signatory submitted.
- Form of Offer not completed.
- Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications.
- The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Tender has been submitted after the relevant closing date and time
- Each page of the Contract portion of this Tender document (Part C1 – C4) must be initialed by the authorized person in order for the document to constitute a proper Contract between the Employer (ORTDM) and the undersigned.
- If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
- If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory.

## 2. Size of enterprise and current workload

Evaluation of the Tenderer’s position in terms of:

- Previous and expected current annual turnover

- Current contractual obligations
- Capacity to execute the contract

### **3. Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract

### **4. Financial ability to execute the contract:**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

### **5. Good standing with SA Revenue Services**

- Determine whether an original valid tax verification pin has been submitted.
- The Tenderer must affix an original valid Tax Verification Pin to page T2.2.9 of the Tender document.

### **6. Penalties**

The O.R. Tambo District Municipality will if upon investigation it is found that a preference in terms of the Contract has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the suppliers, its shareholders and directors on obtaining any business from the O.R. Tambo District Municipality for a period of 5 years.

**DECLARATION**

I/We the undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm, certifies that the items mentioned in part of the foregoing procurement form and returnable documents qualifies/qualify for the preference(s) shown and acknowledge(s) that:

The information furnished is true and correct.

The contractor may be required to furnish documentary proof to the satisfaction of the OR Tambo District Municipality that the claims are correct.

If the claims are found to be inflated, the OR Tambo District Municipality may, in addition to any other remedy it may have, recover from the contractor all cost, losses or damages incurred or sustained by the OR Tambo District Municipality as a result of the award of the contract and/or cancel the contract and claim any damages which the OR Tambo District Municipality may suffer by having to make less favourable arrangements after such cancellation.

**Signature of Tenderer**

Signed at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
For the tenderer

**WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**C1      AGREEMENTS AND CONTRACT DATA**

**FORM C1.1 FORM OF OFFER AND ACCEPTANCE**

**FORM OF OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PROJECT: ORTDM SCMU ORTDM SCMU 20 - 20/21: TURNKEY PROJECT OF THE REVIEW AND IMPLEMENTATION OF THE EXISTING WATER CONSERVATION & DEMAND MANAGEMENT STRATEGY**

The Tenderer, identified in the Offer signature block below, 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 authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

.....  
.....Rand (in words);

R..... (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_  
Name Date

## **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 1** Agreements and Contract Data (which includes this Agreement)

**Part 2** Pricing Data

**Part 3** Scope of Work

**Part 4** Site information

**Part 5** Additional Relevant Documentation

**Part 6** Contract Drawings

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 6 above.

Deviations from and amendments to the documents listed in the Tender Data, including the proposed key personnel and any addenda thereto 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 at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the

contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness \_\_\_\_\_

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 becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

**1 Subject**

---

Details

---

**2 Subject**

---

Details

---

**3 Subject**

---

Details

---

**4 Subject**

---

Details

---

**5 Subject**

---



Details

---

**6 Subject**

---

Details

---

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature

Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature

Of Witness \_\_\_\_\_ Date \_\_\_\_\_

## FORM C1.2 CONTRACT DATA

### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The contract data of this contract are:

- C1.2.1 Conditions of Contract
- C1.2.2 Data provided by the Employer
- C1.2.3 Data provided by the Contractor

#### **C1.2.1 Conditions of Contract**

The General Conditions of Contract for Construction Works 3<sup>rd</sup> Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering [www.saice.org.za](http://www.saice.org.za)

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

#### **C1.2.2 Data provided by the employer**

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

The following contract specific data are applicable to this Contract:

#### **CONTRACT SPECIFIC DATA**

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

##### **Clause 1.1.1.13:**

The Defects Liability Period is **12 months**.

**Clause 1.1.1.14:**

The time for achieving Practical Completion is **36 Months**.

**Clause 1.1.1.15:**

The name of the Employer is **O. R. Tambo District Municipality** represented by the Municipal Manager and/or such other person or persons duly authorised thereto by the Employer in writing.

**Clause 1.1.1.26:**

The Pricing Strategy is a Re-measurement

**Clause 1.2.1.2:**

The address of the Employer is: *Postal:* Private Bag x 6043, **Mthatha** 5100.

**Physical:** O.R. Tambo House, Nelson Mandela Drive, **Mthatha** 5100.

**Tel:** [047] 501 6400

**Fax:** [047] 532 4166

The name of the client is **O. R. Tambo District Municipality-Water and Sanitation Services**

**Clause 1.2.1.2:**

The address of the client is **Postal: Private Bag x 6043, Mthatha 5100**

**Clause 3.2.3:**

Special Approval of the Employer Required

The Employer's Agent is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Providing consent for subcontracting part of the contract in terms of Clause 4.4.
2. The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7.
3. The reduction of a penalty for delay in terms of Clause 5.13.2.
4. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 6.8.4.
5. The agreeing of the adjustment of the sums for general items in terms of Clause 6.11.
6. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 8.2.2.2.
7. The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.

**Clause 5.3.1:**

The documentation required before commencement with Works execution are:

Approved Health and Safety Plan (Refer to Clause 4.3)

Initial programme (Refer to Clause 5.6)

**Accepted** security (Refer to Clause 6.2)

Insurance (Refer to Clause 8.6)

**Clause 5.3.2:**

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

**Clause 5.4:**

Access to the Site

*Add the following clause after Clause 5.4.3:*

**Clause 5.4.4:**

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

**Clause 5.7.1:**

Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice

**Clause 5.8.1:**

The non-working days are Sundays and Saturdays

The special non-working days are:

(1) public holidays

(2) The year-end break commencing on **11/12/2020 and ending on 11/01/2021**.

**Clause 5.11.1**

In the event that the performance of the services has to be suspended on the grounds of Force Majeure, the period of performance shall be extended by the extent of the delay at no extra cost.

**Clause 5.11.2**

During the period of his inability to perform services as a result of an event of Force Majeure, the service provider shall not be entitled to any payment in terms of the contract.

**Clause 5.12.1 (5.12.2.2)**

Extension of time for practical completion due to abnormal climatic conditions shall be calculated according to the requirements of the following equation.

$$V = (Nw - Nn) + (Rw - Rn)$$

X

The number of days per month on which work is expected not to be possible as a result of abnormal rainfall are as per the table below;

MONTH	EXPECTED NUMBER OF WORKING DAYS LOST AS A RESULT OF ABNORMAL RAINFALL
JANUARY	3
FEBRUARY	3
MARCH	3
APRIL	2
MAY	1
JUNE	1
JULY	1
AUGUST	1
SEPTEMBER	2
OCTOBER	2
NOVEMBER	3
DECEMBER	3
<b>TOTAL</b>	<b>25</b>

**Clause 5.13.1:**

The penalty for failing to complete the Works is R 1 000.00 per calendar per day.

**Clause 5.16.3:**

The latent defect period is **10 years**.

**Clause 6.8.2**

There is no contract price adjustment

**Clause 6.10.1.5:**

The percentage advance on materials not yet built into the Permanent Works is **80%**

**Clause 6.10.3:**

The limit of retention money is **5%**

**Clause 8.6.1.1.2:**

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **NIL**

**Clause 8.6.1.1.3:**

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **15%** of the value.

**Clause 8.6.1.3:**

The limit of indemnity for liability insurance is **R5 million**.

**Clause 9.2.1**

The Employer may terminate the contract:

- a) Where the services are no longer required
- b) Where the funding for the services is no longer available
- c) If the service provider does not remedy a failure in the performance of his obligations under the Contract within 7 days after having been notified thereof by the employer.
- d) If the service provider becomes insolvent or liquidated; or
- e) If as a result of Force Majeure, the Service Provider is unable to perform part or the whole service for a period of thirty (30) days.
- f) Where the Rate of Progress falls behind the approved Programme of Works by three months, the Employer may terminate the contract giving a five days' notice.

**Clause 10.5.3**

The number of Adjudication Board Members to be appointed is **one**.

### C1.2.3 Data to be provided by the contractor

Clause 1.1.1.9 The name of the contractor is: (insert legal name)

---

Clause 1.2.1.2 The address of the contractor is:

Physical

address

---

---

Postal

Address

---

---

Telephone

---

Fax

---

Email

---

**Clause 6.2.1** The security to be provided by the contractor shall be one of the following

Type of security: Note VAT is included in the contract sum and Value of works for calculating percentages	Contractor's choice. Indicate "Yes" or "no"
( 1 ) Cash deposit of 10% of the Contract Sum plus retention of 10% of the value of the works.	
( 2 ) Performance guarantee (note A) of 10% of the Contract Sum plus retention of 10% of the value of the works.	

\_\_\_\_\_  
Tenderer's signature



Note A

The Performance Guarantee shall be of an Insurance Company listed on the Johannesburg Stock Exchange or owned by such a company, a Registered South African Bank or a recognised government sponsored, provincial or national development agency.

**C1.3 FORM OF GUARANTEE**

**PERFORMANCE GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means:.....

Physical Address:.....

“Employer” means:.....

“Contractor” means:.....

“Engineer” means:.....

“Works” means:.....

“Site” means:.....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the 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 surety-ship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of 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 of liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to 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 the Magistrate’s Court.

Signed at .....

Date.....

Guarantor’s signatory(1) .....

Capacity.....

Guarantor’s signatory (2) .....

**FORM C1.3      SPECIAL CONDITION**

## **MONTHLY REPORTING**

The successful bidder will be expected to assist with monthly reporting. These will include progress reports, labour reports, etc, submitted to the Project Manager on the dates to be stipulated.

## FORM C1.4 HEALTH AND SAFETY SPECIFICATION

### HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2014

#### SECTION 1

##### 1. INTRODUCTION

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993, CONSTRUCTION REGULATIONS 2014 and COVID-19 Occupational Health And Safety Measures in Workplace 2020**

Definitions of words are those described in the Act and the Construction Regulations of 2014. As well COVID-19 Occupational Health And Safety Measures in Workplace 2020

This document formulates the specification of the OR Tambo District Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the OR Tambo District Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the OR Tambo District Municipality in writing.

#### SCHEDULE

##### 1.1 Definitions

1. In these Policy any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

**“Agent”** means any person who acts as a representative for a client in the managing the overall construction work.

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

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

**“Client”** means OR Tambo District Municipality;

**“competent person”** in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

**“Construction work”** means any work in connection with—

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

**“construction vehicle”** means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

**“Contractor”** mean an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

**“Design”** in relation to any structure includes drawings, calculations, design details and specifications;

**“Designer”** means any person who—

- (a) prepares a design;
- (b) checks and approves a design;
- (c) arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
- (d) Architects and engineers contributing to, or having overall responsibility for the design;
- (e) Build services engineers designing details for fixed plant;
- (f) Surveyors specifying articles or drawing up specifications;
- (g) Contractors carrying out design work as part of a design and build project;
- (h) Temporary works engineer designing formwork and false work; and
- (i) Interior designers, shop-fitters and landscape architects.

**“ergonomics”** means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;



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

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

**“fall prevention equipment”** means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

**“fall arrest equipment”** means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

**“fall protection plan”** means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

**“Hazard identification”** means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

**“Health and safety file”** means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

**“Health and safety plan”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

**“Health and safety specification”** means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

**“material hoist”** means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

**“Medical certificate of fitness”** means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

**“Method statement”** means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**“Mobile plant”** means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

**“National Building Regulations”** means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

**“Person day”** means one individual carrying out construction work on a construction site for one normal working shift;

**“principal contractor”** means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

**“professional engineer or professional certificated engineer”** means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

**“Professional technologist”** means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

**“Provincial director”** means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

**“risk assessment”** means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

**“Roof apex height”** means the dimensional height in metres measured from the lowest ground level abutting any part of a building to the highest point of the roof;

**“SABS 085”** means the South African Bureau of Standards’ Code of Practice entitled “The Design, Erection, Use and Inspection of Access Scaffolding”;

**“SABS 0400”** means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

**“SABS EN 1808”** means the South African Bureau of Standards’ Standard Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

**“SABS 1903”** means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

**“Scaffold”** means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

**“shoring”** means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

**“Structure”** means—

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

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

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

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

**“The Act”** means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

**“Tunnelling”** means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral

## **SECTION 2: DESIGNERS**

1. All wording shall have the meaning as defined by the H&S Regulations 2014.
2. This specification is in terms of the H&S act 1993 and the regulations of 2014.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2014.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of professional conduct the H&S act in particular to indemnify the client against penalties imposed for acts or omissions. The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations. The professional indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.
8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

**SECTION 3: PRINCIPAL CONTRACTORS (P C)**

1. All work by the P C shall be done in compliance with the provisions of the H&S regulations. As well as COVID-19 Occupational Health and Safety Measures in Workplace 2020
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The P C shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for the particular task.
12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.

17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than –5° Celsius? Should the designer and the P C decide that the work is urgent; workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.

35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.

57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. Exploratory excavation to reveal services shall be done in a specific way.
  - All areas to be explored shall first be inspected by the landowner or local authority.
  - Position of services identified shall then be verified by opening by hand, not by machine.
  - Particular care shall be taken not to damage these services.
  - Electrical services are inherently dangerous and shall be opened by skilled people only.
  - These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.
61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in these refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
  - Non smoking areas on site
  - Safety exits / Emergency exits from buildings under construction
  - Stairs (temporary and permanent works)
  - Toilets
  - Fire fighting equipment
  - Workmen busy with equipment overhead
  - Fire assembly points
  - Fire escapes
  - Areas where members of the public are not allowed.
  - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site. Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.



67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.

Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

- 69.A principal contractor who intends to carry out any construction work shall—
  - (a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—
    - (i) The demolition of a structure exceeding a height of 3 metres; or
    - (ii) The use of explosives to perform construction work; or
    - (iii) The dismantling of fixed plant at a height greater than 3m.
  - (b) before carrying out that work, notify the provincial director in writing when the construction work—
    - (i) Exceeds 30 days or will involve more than 300 person days of construction work; and
    - (ii) Includes excavation work deeper than 1m; or
    - (iii) Includes working at a height greater than 3 metres above ground or a landing.

69.The notification to the provincial director must be done on the form similar to Annexure A to this Policy.

70.A principal contractor shall ensure that a copy of the completed form is kept on site for inspection by an inspector, client, client's agent or employee.

**SECTION 4: CLIENT**

- (1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—
- (a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
  - (b) To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
  - (c) To appoint each principal contractor in writing for the project or part thereof on a construction site;
  - (d) To take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
  - (e) to stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
  - (f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;
  - (g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
  - (h) To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

- (2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- (3) A client shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- (4) OR Tambo District Municipality shall not appoint a principal contractor to perform construction work, unless OR Tambo District Municipality is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
- (5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
- (6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

**ANNEXURE A**

NOTIFICATION OF CONSTRUCTION WORK

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

\_\_\_\_\_

(b) Name and tel. no of principal contractor’s contact person:

\_\_\_\_\_

2. Principal contractor’s compensation registration number:

\_\_\_\_\_

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

\_\_\_\_\_

(b) Name and tel. no. of client’s contact person or agent:

\_\_\_\_\_

4.(a) Name and postal address of designer(s) for the project:

\_\_\_\_\_

(b) Name and tel. no. of designer(s) contact person:

\_\_\_\_\_

5. Name and telephone number of principal contractor’s construction supervisor on site appointed in terms of regulation 6.(1).

\_\_\_\_\_

6. Name/s of principal contractor’s sub-ordinate supervisors on site appointed in terms of regulation 6.(2).

\_\_\_\_\_

7. Exact physical address of the construction site or site office:

\_\_\_\_\_

8. Nature of the construction work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Expected commencement date: \_\_\_\_\_

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10. Expected completion date: \_\_\_\_\_

11. Estimated maximum number of persons on the construction site.  
\_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal contractor: \_\_\_\_\_

13. Name(s) of contractors already chosen.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

# GUIDELINES FOR CONTRACT ADMINISTRATION



**O.R. TAMBO  
DISTRICT MUNICIPALITY**

# ORTAMBODISTRICTMUNICIPALITY

**GUIDELINES FOR CONTRACT ADMINISTRATION  
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014  
HEALTH & SAFETY ACT 1993**

**SECTION 1 AND 2**

**1. PURPOSE OF THIS DOCUMENT**

This document describes the procedures to be followed in the execution of Engineering Projects for OR Tambo District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2014 of the Health and Safety Act 1993. As well as COVID-19 Occupational Health & Safety Measures in Workplace 2020

**2. BACKGROUND**

*The Minister of Labour has on 18 July 2014 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.*

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

### SECTION 3

#### 3. THE CLIENT

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows:

1.	To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties.	Clause 4(1)(a)
2.	To provide a risk assessment to the principal contractor.	Clause 4(1)(b)
3	To appoint the principal contractor in writing.	Clause 4(1)(c)
4	To ensure that the H&S plan is implemented.	Clause 4(1)(d)
5	To stop any contractor executing work in an unsafe manner.	Clause 4(1)(e)
6	To provide additional H&S information to the contractor should changes be made to the work?	Clause 4(1)(f)
7	To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.	Clause 4(1)(h)
8	To make sure tenderers have made provision in their offers for H&S measures.	Clause 4(1)(h)
9	To discuss and approve the H&S plan with the principal contractor.	Clause 4(2)
10	To keep a copy of the H&S plan of the principal contractor.	Clause 4(3)
11	To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.	Clause 4(4)
12	The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.  The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2).	Clause 4(5)
13	The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.	Clause 4(6)



## SECTION 4

### 4. THE DESIGNER

The regulations do not use names like engineer, architect, etc. Instead the term designer has been introduced. The responsibilities of the designer are given in a sub-paragraph under the obligations of the Principal Contractor.

4.1	The regulations has a comprehensive definition of the designer and this includes:	Definitions "designer"
a)	A person preparing a design.	Definitions
b)	A person checking a design.	"structure"
c)	A firm preparing a design.	
d)	An architect or engineer contributing to or having responsibility for a design.	
e)	A building services engineer designing details of fixed plant (scaffolding or cranes).	
f)	A surveyor specifying articles or drawing up specification (Quantity Surveyor).	
g)	A contractor in design & build contract.	
h)	A contractor designing temporary work.	
i)	A interior designer, shop fitter and landscape architect.	
	The regulation also talks of "an engineer designing a structure". "Structure" is a wide concept and is given in paragraph 3.2.5.1(a) underneath.	
4.2	The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless he is appointed in writing to that effect and he accepts such appointment in writing.	Clause 4(5)
4.3	The SAACE model agreement between the client and Engineer has a different meaning of the word "agent".  According to the model agreement of SAACE the Engineer acts as the "agent" of the client in a conventional contractual context. "Agent" in terms of the Health & Safety regulations has a totally different meaning.	
4.4	It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5).	Clause 4(5)
4.5	The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.	
4.5.1	"Structure" in terms of the regulations means:	Definitions
(a)	<ul style="list-style-type: none"> <li>• any building</li> <li>• steel or reinforced concrete structure</li> <li>• railway line</li> <li>• railway siding</li> <li>• bridge</li> <li>• waterworks</li> <li>• reservoir</li> <li>• pipe or pipeline</li> </ul>	

	<ul style="list-style-type: none"> <li>• cable</li> <li>• sewer</li> <li>• sewage works</li> <li>• fixed vessels</li> <li>• road</li> <li>• drainage works</li> <li>• earthworks</li> <li>• dam</li> <li>• wall</li> <li>• mast</li> <li>• tower</li> <li>• tower crane</li> <li>• batching plants</li> <li>• pylon</li> <li>• surface and underground tanks</li> <li>• earth retaining structure</li> </ul> <p>or any structure designed to preserve or alter any natural feature and any other similar structure.</p>	
(b)	Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).	
(c)	Fixed plant to prevent people from falling 2 meters or more.	
4.5.2	The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u>	Clause 9(2)(b)
4.5.4	The designer (in the structural engineering context) shall further furnish to the contractor in writing:	Clause 9(2)
i)	A geo-technical report.	
ii)	The loading of the structure.	
iii)	The method and sequence of the construction process.	
iv)	He should exclude inherently dangerous methods of construction in his design.	
v)	The maintenance of the structure shall be through safe procedures.	
vi)	He should carry out inspections.	
vii)	And stop the contractor from executing work dangerously.	
viii)	A final inspection is necessary to ensure safety of the structure.	
ix)	Great emphasis should be given to the ergonomic design of the structure.	
x)	The engineer should also give input in the design of temporary work e.g. scaffolding.	Clause 10(c)

**SECTION 5**

**5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR**

The responsibilities of these parties are comprehensively stipulated in the regulations.

5.1	In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC.	
5.2	The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.	Clause 5(1) and (2)
i)	He should also stop his contractors should they work unsafely.	Clause 5(3)(d)
ii)	He should appoint safety officers should the size of the work warrant it.	Clause 6(6)
iii)	He should cause a risk assessment to be executed by a competent person.	Clause 7(1)
iv)	Visitors to his site should undergo induction pertaining to H&S issues.	Clause 7(8)
v)	He shall see to his employees induction and H&S training.	Clause 7(7)
vi)	The employees of the PC and his contractors shall wear visible proof of their induction training.	Clause 7(9)(a)
5.3	The regulations also covers the detail of:	
	<ul style="list-style-type: none"> <li>• Fall protection</li> <li>• Structures (under this heading the responsibilities of the designer of a structure is found)</li> <li>• Formwork and support work</li> <li>• Excavation work</li> <li>• Demolition work</li> <li>• Tunnelling</li> <li>• Scaffolding</li> <li>• Suspended platforms</li> <li>• Boatswain's chairs</li> <li>• Material hoists</li> <li>• Batch plants</li> <li>• Explosive powered tools</li> <li>• Cranes</li> <li>• Construction vehicles and mobile plant</li> <li>• Electrical installation and machinery on construction sites</li> <li>• Use and storage of flammable liquids on construction sites</li> <li>• Water environment</li> <li>• Housekeeping on construction sites</li> <li>• Stacking and storage on construction sites</li> <li>• Fire precautions on construction sites</li> <li>• Construction welfare facilities</li> </ul>	<p>Clause 8 Clause 9</p> <p>Clause 10 Clause 11 Clause 12 Clause 13 Clause 14 Clause 15 Clause 16 Clause 17 Clause 18 Clause 19 Clause 20 Clause 21</p> <p>Clause 22</p> <p>Clause 23 Clause 24 Clause 25 Clause 26 Clause 27</p>

**SECTION 6**

6. **APPOINTMENT OF THE DESIGNER** Clause 4(5)

6.1	The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.	
6.2	It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations.	
6.3	The responsibilities and duties of a designer in the H&S context are <u>those that are dictated by law and/or those respectively given to him by the client</u> , except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.	
6.4	The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.	
6.5	The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.	
6.5.1	To ensure the H&S plan of the PC is implemented on site.	Clause 4(1)(d)
6.5.2	To ensure that changes to the design are also incorporated in the H&S plan.	Clause 4(1)(e)
6.5.3	To ensure that the principal contractor is registered and in good standing with the workmen’s compensation fund.	Clause 4(1)(f)
6.5.4	To see that the contractor registers the site as a construction site at the Department of Labour.	Clause 4(1)(g)
6.5.5	To discuss with the contractor the H&S plan and then recommend to the client the approval thereof.	Clause 4(2)
6.5.6	To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.	Clause 4(4)
6.5.7	Control the following on site:	
	a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract.	Clause 5(7)
	b) To see that the principal contractor keeps a data base of all contractors involved with the project.	Clause 5(9)
	c) To see that the principal contractor appoints one or more construction supervisors.	
	d) To see that this person is dedicated to the particular project only.	Clause 6(4)
	e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records.	Clause 7(1)

**SECTION 7**

**7. THE ROLE OF THE CLIENT**

7.1	The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer.	Clause 4(1)(a)
7.2	The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer.	Clause 4(2)
7.3	The client employs the Principal Contractor.	Clause 4(1)(c)
7.4	The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.	Clause 4(5)
7.5	The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility.	Clause 4(6)
7.6	The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner.	Clause 4(4)

**SECTION 8**

**8. THE ROLE OF THE PRINCIPAL CONTRACTOR**

The principal contractor should execute the following duties:		
8.1	Provide a health and safety plan.	5(1)
8.2	See that his contractors comply with the regulations.	5(2)
8.3	He should discuss the particular H&S plan.	5(5)
8.4	He should have his H&S plan available.	5(6)
8.5	He should have an H&S file available on site and hand it over to the client upon completion.	5(7)
8.6	He should not employ contractors who are not capable.	5(10)
8.7	He should have full time supervision on site.	6(1) to 6(8)
8.8	He should produce a risk assessment of the work.	7(1)
8.9	He should train his employees.	7(4)
8.10	He should introduce induction training on site.	7(7)/ 7(8)
8.11	All physical aspects of the regulations as in terms of the regulations.	

**SECTION 9**

**9. THE PROCEDURE**

9.1	The Client decides to execute work and appoints a designer to administer the work.	
9.2	The scope of works and the exact duties of the designer are identified and given to him in writing.	
	The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.	
	The designer prepares a contract document and ensures that this document states clearly the following:	
.1	A risk assessment of the project and the H&S specification of the client.	
.2	All relevant information to enable the pricing of the contract.	9(2)(a)
.3	Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site.	9(2)(b)
.4	(i) Geotechnical information	9(2)(c)(i) to (iii)
	(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.	
	(iii) The method and sequence of the process. This should identify the priorities of the client.	
.5	Inherently dangerous procedures should be avoided in the design.	9(2)(d)
.6	The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too.	9(2)(e)
9.3	The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.	
9.4	The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.	
9.5	The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.	
	Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.	
	He should open and then maintain his H&S file through the duration of the contract.	
	He should then further adhere to the provisions of the H&S regulations.	
9.6	He should hand over the H&S file (recommend to do that with the designer's as-built drawings).	
9.7	The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.	
9.8	Likewise should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely.	

## **SECTION 10**

### **10. CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2014.

#### **A. In the Specification section**

##### **1. Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

##### **2. Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

##### **3. Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

**B. The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

***Compliance with the Regulations of the H&S Act 2014***

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.



## **SECTION 11**

### **11. CONCLUSION**

The Construction Regulations 2014 was long overdue in the South African Civil Engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect a contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process.

### **1.0 SCOPE**

*This part of the specification has the objective to assist principal contractors entering into contracts with The Employer that they comply with the Occupational Health and Safety (OH&S) Act, No 85 of 1993. Compliance with this document does not absolve the principal contractor from complying with minimum legal requirements, and the principal contractor remains responsible for the health and safety of his employees and those of his Mandatories. Principal and other contractors should therefore insist that this part of the specification form part of any contract that he may have with other contractors and/or suppliers.*

*This section covers the development of a health and safety specification that addresses all aspects of occupational health and safety as affected by this contract. It provides the requirements that the principal contractors and other contractors shall comply with in order to reduce the risks associated with this contract that may lead to incidents causing injury and/or ill health.*

## 2.0 GENERAL OCCUPATIONAL HEALTH AND SAFETY PROVISIONS

### 2.1 Hazard Identification and Risk Assessment (Construction Regulation 7)

#### 2.1.1 Risk Assessments

Paragraph 4 contains a generic list of risk assessment headings that have been identified by The Employer as possibly applicable to this contract. It is, by no means, exhaustive and is offered as assistance to contractors intending to bid.

#### 2.1.2 Development of Risk Assessment

Every principal contractor performing construction work shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, cause a risk assessment to be performed by a competent person, appointed in writing, and the risk assessment shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 5(1).

The risk assessment shall include at least:

- the identification of the risks and hazards to which persons may be exposed
- the analysis and evaluation of the risks and hazards identifies
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- a monitoring plan and
- a review plan

Based on the risk assessment, the principal contractor shall develop set site-specific OH&S rules that shall be applied to regulate the OH&S aspects of the construction. The risk assessment, together with the site-specific OH&S rules shall be submitted to The Employer before construction on site commences.

Despite the risk assessment listed in paragraph 4, the principal contractor shall conduct a baseline risk assessment and the aforesaid listed risk assessment shall be incorporated into the baseline risk assessment. The baseline assessment shall further include the standard working procedures and the applicable method statements based on the risk assessments.

All variations to the scope of work shall similarly be subjected to a risk assessment process.

#### 2.1.3 Review of Risk Assessment

The principal contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meetings as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The principal contractor

shall provide The Employer, other contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in paragraph 2.1.3.

## **2.2 Legal Requirements**

A principal contractor shall, as minimum, comply with:

*The Occupational Health and Safety Act and Regulations (Act 85 of 1993), an up to date copy of which shall be available on site at all times.*

*The Compensation or Occupational Injuries and Diseases Act (Act 130 of 1993), an up to date copy of which shall be available on site at all times.*

*Where work is being carried out on a “mine”, the contractor shall comply with the Mines Health and Safety Act and Regulations (Act 29 of 1960) and any other OH&S requirements that the mine may specify. An up-to-date copy of the Mine’s Health and Safety Act and Regulations shall be available on site at all times.*

## **2.3 Structure and Responsibilities**

*It is a requirement that the principal contractor, when he appoints contractors (Sub-contractors) in terms of Construction Regulations 5(3), 5(5), 5(10), and 5(12) includes in his agreement with such contractors the following:*

- *OH& S Act (85 of 1993), Section 37(2) agreement: “Agreement with Mandatory”*
- *OH&S Act (85 of 1993), Section 16(2) appointee/s as detailed in his / her/ their respective appointment forms.*

### **2.2.3 Further (Specific) Supervision Responsibilities for OH & S**

*The contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations. Below is a generic list of identified appointments and may be used to select the appropriate appointments for this contract. The contractor shall note it is a generic list only and is intended for use as a guideline.*

*Ref. Section/ Regulation in OHS Act*

<i>Batch Plant Supervisor</i>	<i>(Construction Regulation 6(1))</i>
<i>Construction Vehicles/ Mobile Plant/ Machinery Supervisor</i>	<i>(Construction Regulation 21)</i>
<i>Demolition Supervisor</i>	<i>(Construction Regulation 12)</i>
<i>Drivers/Operators of Construction Vehicles/ Plant</i>	<i>(Construction Regulation 21)</i>
<i>Electrical Installation and Appliances Inspector</i>	<i>(Construction Regulation 22)</i>
<i>Emergency/Security/Fire Control</i>	<i>(Construction Regulation 27)</i>
<i>Excavation Supervisor</i>	<i>(Construction Regulation 11)</i>
<i>Explosive powered Tool Supervisor</i>	<i>(Construction Regulation 19)</i>

<i>Fall Protection Supervisor</i>	<i>(Construction Regulation 8)</i>
<i>First Aider</i>	<i>(Construction Regulation 3)</i>
<i>Fire Equipment Inspector</i>	<i>(Construction Regulation 27)</i>
<i>Formwork &amp; Support work Supervisor</i>	<i>(Construction Regulation 10)</i>
<i>Hazardous Chemical Substances Supervisor</i>	<i>(HCS Regulations)</i>
<i>Incident Investigator</i>	<i>(General Admin Regulation 29)</i>
<i>Ladder Inspector</i>	<i>(General Safety Regulation 13A)</i>
<i>Lifting Equipment Inspector</i>	<i>(Construction Regulation 20)</i>
<i>Material Hoist Inspector</i>	<i>(Construction Regulation 17)</i>
<i>OH&amp;S Committee</i>	<i>(OH&amp;S Section 19)</i>
<i>OH&amp;S Officer</i>	<i>(Construction Regulation 6(6))</i>
<i>OH&amp;S Representatives</i>	<i>(OHS Act Section 17)</i>
<i>Person Responsible for Machinery</i>	<i>(General Machinery Regulation 2)</i>
<i>Scaffolding Supervisor</i>	<i>(Construction Regulation 14)</i>
<i>Stacking &amp; Storage Supervisor</i>	<i>(Construction Regulation 26)</i>
<i>Structures Supervisor</i>	<i>(Construction Regulation 9)</i>
<i>Suspended Platform Supervisor</i>	<i>(Construction Regulation 15)</i>
<i>Tunneling under Pressure Supervisor</i>	<i>(Construction Regulation 13)</i>
<i>Vessel under Pressure Supervisor</i>	<i>(Vessel under Pressure Regulations)</i>
<i>Working on/next to Water Supervisor</i>	<i>(Construction Regulation 24)</i>
<i>Welding Supervisor</i>	<i>(General Safety Regulation 9)</i>

*In addition The Employer requires that a Traffic Safety Officer be appointed (see COLTO Section 1500). The above appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated and agreed with the appointees. Notice of appointments shall be submitted to The Employer. All changes shall also be communicated to the Employer.*

*The principal contractor or shall, furthermore, provide The Employer with an organogram of all contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.*

*Where necessary, or when instructed by an inspector of the Department of Labour, the principal contractor shall appoint a component safety officer.*

### **2.3.3 Designation of OH&S Representatives (Section 17 of the OH&S Act)**

Where the principal contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S representatives for every 5 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S representatives be conducted in consultation with employee representatives or employees. (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation.

### **2.3.4 Duties and Functions of the OH&S representatives (Section 18 of the OH&S Act)**

The principal contractor shall ensure that the designated OH&S representatives conduct continuous monitoring and regular inspections of their respective areas of responsibility using a checklist and report thereon to the principal contractor. OH&S representatives shall be included in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings.

### **2.3.5 Appointment: of OH&S Committee (Section 19 and 20 of the OH&S Act)**

The principal contractor shall establish an OH&S committee, which shall meet as specified in the Regulations.

## **2.4 Administrative Controls and the Occupational Health & Safety File**

### **2.4.1 The OH&S File (Construction Regulation 5(7))**

As required by the Construction Regulation 5(7), the principal contractor and other contractors shall each keep an OH&S file on site. The following list is not exhaustive and shall only be used as a guide:

- Notification of construction work (Construction Regulation 3)
- Latest copy of OH&S Act (General Administrative Regulation 4)
- Proof of registration and good standing with COID Insurer (Construction Regulation 4(g))
- OH&S plan agreed with the client including the underpinning risk assessment/s and method statements (Construction Regulation 5(1))
- Copies of OH&S committee and other relevant minutes
- Designs/Drawings (Construction Regulation 5(8))
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment/designation forms as per paragraphs 2.1.1 and 2.1.2
- Registered as follows:
  - Accident/incident register (Annexure 1 of the General Administrative Regulations)
  - OH&S representatives' inspection register
  - Asbestos demolition and stripping register
  - Batch plant inspections
  - Construction vehicles and mobile plant inspections by controller

- *Daily inspection of vehicles, plant and other equipment by the operator/driver/user*
- *Demolition inspection register*
- *Designer's inspection of structures record*
- *Electrical installations, equipment and appliances including portable electrical tools)*
- *Excavations inspector*
- *Explosive powered tool inspection, maintenance, issue and returns register (incl. Cartridges and nails*
- *Fall protection inspection register*
- *First aid box contents*
- *Fine equipment inspection and maintenance*
- *Formwork and support work inspections*
- *Hazardous chemical substances record*
- *Ladder inspections*
- *Lifting equipment register*
- *Materials hoist inspection register*
- *Machinery safety inspection register (incl. Machine guards, lock-outs etc.)*
- *Scaffolding inspections*
- *Stacking and storage inspection*
- *Inspection of structures*
- *Inspection of suspended platforms*
- *Inspection of tunnelling operations*
- *Inspection of vessels under pressure*
- *Welding equipment inspections*
- *Inspection of work conducted near water*
- *All other applicable records including traffic safety officer reports.*

*The Employer will conduct an audit on the OH&S file of the principal constructor from time-to time.*

**2.5 Notification of Construction Work (Construction Regulation 3)**

*The principal constructor shall, where the contract meets the requirements laid down in Construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the OH&S file and a copy shall be forwarded to The Employer for record keeping purposes.*

**2.6 Training and Competence**

*The contents of all training required by the Act and Regulations shall be included in the principal contractor's OH&S plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken.*

*Only accredited service providers shall be used for OH&S training. The principal contractor shall ensure that his and other contractor's personnel appointed are competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The principal contractor shall*

ensure that follow-up and refresher training is conducted as the contract progresses and the work situation changes. Records of all training must be kept on the OH&D file for auditing purposes.

## **2.7 Consultations, Communication and Liaison**

OH&S liaison between the client, the principal contractor, the other contractors, the designer and other concerned parties will be through the OH&S committee as contemplated in paragraph 2.3.5. In addition to the above, communication may be directly to the client or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their supervisions, OH&S representatives and the OH&S committee. The principal contractor shall be responsible for the dissemination of all relevant OH&S information to the other contractors e.g. design changes agreed with the client and the designer, instructions by the client and/or his/her agent, exchange of information between contractors, the reporting of hazardous/dangerous conditions/situations etc. The principal contractor's most senior manager on site shall be required to attend all OH&S meetings.

## **2.8 Checking Reporting and Corrective Actions**

### **2.8.1 Monthly Audit by Client (Construction Regulation 4(1) (d))**

The Employer will conduct monthly audits to comply with Construction Regulation 4(1)(d) to ensure that the principal contractor has implemented and is maintaining the agreed and approved OH&S plan.

### **2.8.2 Other Audits and Inspections by The Employer**

The Employer reserves the right to conduct other hoc audits and inspections as deemed necessary. This will include site safety walks.

### **2.8.3 Contractor's Audits and Inspections**

The principal contractor is to conduct his own monthly internal audits to verify compliances with his own OH&S management system as well as this specification.

### **2.8.4 Inspections by OH&S Representatives and other Appointees**

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle and machinery drivers, operators and users must conduct daily inspections before start-up.

### **2.8.5 Recording and Review of Inspection Results**

All the results of the above mentioned inspections shall be in writing at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

## **2.9 Accidents and Incident Investigation (General Administrative Regulation 9)**

The principal contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a

doctor, hospital or clinic. The results of the investigations shall be entered into an accident/incident register listed in paragraph 2.4.1

The principal contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

#### **2.10 Reporting**

The principal contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

### **3.0 OPERATIONAL CONTROL**

#### **3.1 Operational Procedures**

Each construction activity shall be assessed by the principal contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires the principal contractor:

- to be conversant with Regulations 8 to 29 (inclusive)
- to comply with their provisions
- to include them in his OH&S plan where relevant

#### **3.2 Emergency Procedure**

Simultaneous with the identification of operational procedures (per paragraph 3.1 above), the principal contractor shall similarly identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in the principal contractor's OH&S plan.

#### **3.3 Personal & Other Protective Equipment (Section 8/ 15/ 23 of the OH&S Act)**

The contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

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

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

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

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the



equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The principal contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

### **3.4 Other Regulations**

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 22: Electrical and Machinery on Construction Sites) the principal contractor shall be conversant with and shall comply with these regulations.

### **3.5 Public Health and Safety (Section 9 of the OH&S Act)**

The principal contractor shall be responsible for ensuring that non-employees affected by the construction work are aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimize those dangers. This includes:

- Non-employees entering the site for whatever reason
- The surrounding community
- Passers by to the site

#### **4.0 PROJECT/S SPECIFIC REQUIREMENTS**

##### **4.1 List of Risk Assessments**

- Clearing and Grubbing of the areas/site
- Site establishment including:
  - Offices
  - Secure/safe storage for materials and equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lightning and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the employer is also responsible for the OH&S of the non-employees affected by his/her work activities)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes and lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/AIDS and other diseases
- Use of portable electrical equipment including
  - Angle grinder
  - Electrical drilling machine
  - Still saw
- Excavation including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- Welding including
  - Arc welding
  - Gas welding
  - Flame cutting
  - Flame cutting

- Use of LP gas torches and appliances
  - *Loading and offloading of truck*
  - *Aggregate/sand and other materials delivery*
  - *Manual and mechanical handling*
  - *Lifting and powering operators*
  - *Driving and operation of construction vehicles and mobile plant including.*
    - Trenching machine
      - Use and storage of flammable liquids and other hazardous substances
      - Layering and bedding
      - Installation of pipes in pipelines
      - Backfilling trenches
      - Protection against flooding
      - Gabion work
      - Use of explosive
      - Protection from overhead power lines
      - As discovered by the principal contractor's hazard identification exercise
      - As discovered from any inspection and audits conducted by the client or by the principal contractor or any other contractor on site
      - As discovered from any accident/incident investigation

**FORM C1.5      SUPPLY CHAIN MANAGEMENT POLICY**

Please refer to OR Tambo Procurement Policy.

## **C2 PRICING DATA**

C2.1 Pricing Instructions

C2.2 Bill of Quantities

## FORM C2.1 PRICING INSTRUCTIONS

1. The Tender Data, the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
  - a. The Schedule comprises items covering the Consortium's profit and costs of general liabilities and of the construction of temporary and permanent Works.
  - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the tenderer has the right, under various circumstances, to payment for additional works carried out and that the Client is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the tenderer.
  - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

8. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.

- 9 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

- 10 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

<b>Unit</b>	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
<b>Quantity</b>	:	The number of units of work for each item
<b>Rate</b>	:	The payment per unit of work at which the Bidder bids to do the work
<b>Amount</b>	:	The quantity of an item multiplied by the bided rate of the (same) item
<b>Sum</b>	:	An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 11 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

<b>mm</b>	=	millimetre
<b>m</b>	=	metre
<b>km</b>	=	kilometre
<b>km-pass</b>	=	kilometre-pass
<b>m<sup>2</sup></b>	=	square metre
<b>m<sup>2</sup>-pass</b>	=	square metre-pass
<b>ha</b>	=	hectare
<b>m<sup>3</sup></b>	=	cubic metre
<b>m<sup>3</sup>-km</b>	=	cubic metre-kilometre
<b>kW</b>	=	kilowatt
<b>kN</b>	=	kilo newton
<b>kg</b>	=	kilogram
<b>t</b>	=	ton (1 000 kg)
<b>%</b>	=	per cent
<b>MN</b>	=	mega Newton

**FORM C2.2 BILL OF QUANTITIES**

Detailed Costing	Lump Sum Cost for First 6 Months (Rands)		
Phase 1 compilation of site specific water conservation and demand management strategy for each water supply system of ORTDM including borehole schemes. Cost must be all inclusive			
<b>Cost tendered for the remainder of the contract to undertake phase 2 &amp; 3. Percentage Rate (%) for each year</b>	<b>Year 1 (%)</b>	<b>Year 2 (%)</b>	<b>Year 3 (%)</b>
Phase 2 Data analysis and Calculations of water losses submitted to the municipality including professional fees			
Phase 3 Presentation of findings and calculations to the municipality and assist on Lobbying and Applying for financial and non-financial resources including professional fees			
<b>Total</b>			

**Phase 4 – implementation of Urgent & Priority Projects**

Bidders must allow hours per key member of staff (These rates will be applicable to the priority projects approved by OR Tambo District Municipality for implementation)

Project Manager (Rate/hr.) .....

Design Engineer (Rate/hr.) .....

Field Engineer (Rate/hr.) .....

Logging Technician (Rate/hr.) .....



CAD Technician (Rate/hr.) .....	
GIS Technician (Rate/hr.) .....	
Site Supervisor (rate/hr.).....	
Registered Plumber (Rate/hr.).....	
Welder (rate/hr).....	
Millwright (rate/hr).....	
General Assistant (rate/hr).....	
PC Sum - ISD.....	R 500 000.00

**Phase 5 – Establishment & Capacitation of a WC/WDM unit**

Project Manager (Rate/hr.) .....	
PC Sum - Equipment	R500 000.00
PC Sum - Training	R 500 000.00
PC Sum – Software & Hardware	R500 000.00
Handling fee on the above % .....	

All other rates that will be deemed applicable but not included on the pricing schedule will be acquired through a formal quotation based procurement process approved by OR Tambo Project Manager or Representative.

### **C3 SCOPE OF WORK**

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3<sup>rd</sup> edition) are applicable.

## **C 3.1 DESCRIPTIONS OF WORKS**

### **C3.1.1 Client's Objective**

The Clients objective is to review and implement the existing WCDM strategy as a **turnkey** project on site specific water supplies with ORTDM to align with the municipality's water service delivery mission to curb water loss and enhance revenue, and thereafter implement the site specific strategies for each supply system using external and/ or in-house capacity and resources for a period of 3 years.

It is a specific goal of this project that the labour component where possible be maximised where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

### **C3.1.2 Overview of the Works**

The Works entails the reviewing and update of the existing WCDM strategy of site specific water supplies with ORTDM to align with the municipality's water service delivery mission to curb water loss and enhance revenue, and thereafter implement the site specific strategies for each supply system using external and/ or in-house capacity and resources for a period of 3 years.

### **C3.1.3 Extend of the Works**

The tenderer shall be required to develop a comprehensive understanding of the water services delivery associated with water loss management and revenue enhancement approaches within the district municipality. It is expected that the tenderer shall conduct analyses of all relevant aspects of the municipal water services provision and revenue management cycle and make recommendations on actions and interventions to be taken by the district municipality to deliver on its mission.

The tenderer shall be required to provide a detailed analysis of the financial framework within which the municipality's water services operates and provide innovative financial modeling for future sustainability.

The tenderer shall be required to provide an implementation framework, including methodologies, programming and costing for all actions and interventions to be undertaken by the district municipality.

As guidance the tenderers' scope of analyses shall include, but not be limited to:

- Catchment management;
- Water treatment, bulk conveyance, storage and reticulation infrastructure;
- Mechanical, electrical and communications infrastructure and systems;
- Underground infrastructure;
- Asset database management;
- Management, operations and maintenance systems;
- Water loss management systems;
- Community awareness and education systems;
- Oversight on meter reading and billing systems;
- Revenue management.
- Installation of infrastructural components to curb water losses and revenue

The tenderer shall be required to execute the actions and interventions of the implementation framework for a period of 3 years and thereby meet the objectives contained in the WCDM strategy. During this phase of the project, the tenderer shall be measured by its ability to achieve sustainable reduction in non-revenue water.

The following project deliverables are required:

- Inception workshop within 2 weeks of the project start date;
- Inception report within 4 weeks of the project start date;
- Monthly reports to the Project Steering Committee;
- Draft WCDM strategy for ORTDM within 26 weeks of the project start date; should be water supply system specific;
- Draft WCDM strategy workshop within 28 weeks of the project start date should be water supply system specific;
- Final WCDM strategy within 30 weeks of the project start date should be water supply system specific;
- Monthly implementation phase progress reports, including IWA water balances for the duration of the contract;
- Specialist intervention motivation and cost / benefit analysis reports, as required;
- Consultation with relevant stakeholders
- Compile data collection and cleansing report on water supplied, consumed and water losses to align with available municipal systems.

- Installation and/or of infrastructural components, ie PRVs, Control valves, meters, pipes
- Calculating water losses using the International Water Association (IWA) water balance system.
- Presentation of findings, recommendations to the municipality as soft copies (Excel and Word document CD) and hard copies.
- Provide capacity to implement recommended actions to minimize water losses on various components of infrastructure upon approval by the municipality
- Assist on Lobbying and Applying for financial and non-financial resources
- Auditable Skills transfer.
- Project close out report.

#### **C3.1.4 Project Proposal**

In responding to this tender the tenderer shall provide the following:

- A WCDM strategy framework document detailing the aspects that the tenderer shall address in its response to this assignment;
- An innovative, comprehensive and detailed methodology on all aspects of its approach to this assignment, demonstrating the tenderer's understanding of the assignment and providing detailed timelines and resource allocations on the implementation;
- Presentation of proposal must include budget allocated to specific tasks/activities, clear time frames, comprehensive company profile, methodology and project initiation/mobilization this includes a plan to conduct a municipal situational analysis (interviews with relevant staff, document, municipal systems and general environment).
- Proposals must include data collection, capturing and analysis (participatory approaches are preferred and the use of local people).
- Proposals must include the social awareness's and skills transfers.
- Proposals must include report development and presentation of findings.
- Proposals must include conducting workshop and supplies targeted to selected ORTDM employees.

### C3.1.5 Type of Contract

Turnkey contract will be applicable, where all contract management and execution will be provided in line with these contract guidelines with clear roles and obligations i.e (design and construct) set out within parties involved.

### C3.1.6 Change in works

The ORTDM may, from time to time by order in writing without in any way deviating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the ORTDM.

Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to Interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

### C3.2 **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT NO 5, 2000 (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:-**

**The bids will be evaluated in three stages, namely:**

- Stage 1 – Pre- qualification
- Stage 2 - Functionality
- Stage 3 - Price and BBEE Points

Only Bidders who score 60 points or more on stage 1 would be evaluated further and therefore eligible for the award.

Item	Weight
<b>Stage 2 of Evaluation-Functionality</b>	<b>100</b>
• Company Experience with respect to similar projects	40
• Experience of key staff assigned to the contract	30
• Methodology	15
• Availability of key plant and equipment	15
<b>Stage 3 of Evaluation- Price &amp; B-BBEE</b>	<b>100</b>
• B-BBEE	20
• Price	80

Tenders may only be submitted on tender documentation issued. No late, faxed, e-mailed, or other form of tender will be accepted.

*Tenders will be evaluated in terms of the Supply Chain Management policy of the O. R. Tambo District Municipality and the lowest tender will not necessarily be and the right to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully accepted reserved by the O. R. Tambo District Municipality. A 80/20 point system shall apply where 80 points is for the price and 20 points is in terms of B-BBEE status level of contributor as follows:*

<b>B-BBEE status level of contributor</b>	<b>Number of points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

*Joint Ventures will qualify for points for their 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 BBEE scorecard is prepared for every separate tender.*

### **C3.3 SUB-CONTRACTING**

No work may be sub-contracted to another party unless approval is given by the ORTDM in writing. The Contractor is to submit to the ORTDM in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

### **C3.4 CONSTRUCTION**

#### **C3.4.1 Work Specifications**

The following applicable standardized and particular specifications are relevant to this contract:

<b>SABS 1200 A</b>	General
<b>SABS 1200 C</b>	Site Clearance
<b>SABS 1200 DAH</b>	Earthworks (small works)
<b>SABS 1200 DB</b>	Earthworks (Pipe trenches)
<b>SABS 1200 L</b>	Medium Pressure Pipelines

<b>SABS 1200 GA</b>	Concrete (small works)
<b>SABS 1200 LB</b>	Bedding (pipes)
<b>SABS 1200 GB</b>	Concrete (Ordinary building)

### C3.4.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

### C3.4.3 Construction Equipment

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

### C3.4.4 Health & Safety

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

Two items relating to the fixed cost and time related cost of complying with these regulations have been provided in the Schedule of Quantities (items 1.1.9 and 1.2.9).

The Contractor is to ensure that **at least** the following is allowed for in his/ her rates:-

- (i) Provision of a full-time safety officer (and assistants if necessary) for the duration of the contract.
- (ii) Provision of all safety equipment required in terms of the Act (e.g. gloves, hard hats, safety boots, harness, masks, goggles, etc.).
- (iii) Provision for all other costs necessary for conforming with the Regulations (e.g. management, risk assessments, etc.)

- **Accommodation of traffic**

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.



The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the OR Tambo District Municipality. All work is to be to the satisfaction of the Engineer.

▪ **Inspection by engineer**

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ **Employment of local labour**

It is a specific criterion of this project that should as far as possible adheres to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the OR Tambo District Municipality area of jurisdiction and the Contractor may only bring in key personnel from outside this area.

**C3.6 CONTACT PERSON ON PROJECT**

The contact person on this project is as follows:

**Contact Person:** Mzwandile Mbokwana

**Contact Number:** 047 501 6508