



NEWCASTLE MUNICIPALITY

TECHNICAL SERVICES – WATER SERVICES

TENDER NO.: A029 – 2021/22

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR THE PERIOD OF 36 MONTHS

SUBMISSION OF BID DOCUMENT DEADLINE

Date: Friday, 26 August 2022

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall)

Tower Block Building, 37 Murchison Street, 1st Floor

Newcastle, 2940

Name of the Tenderer	
CSD Master Registration number	
CIDB CRS number	
Physical Address	
Contact Person(s)	
Phone Number(s)	
E-Mail Address	
Total Tender Amount (VAT Inclusive)	

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates Hall), 37 Murchison Street, Newcastle by no later than **12h00** on 26 August 2022 where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

CHECK-LIST FOR TENDER SUBMISSION

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:

DESCRIPTION	COMPLETED			
	Yes		No	
Name of bidder and Contact Details	Yes		No	
MBD 1: Invitation to Bid	Yes		No	
Authority of Signatory	Yes		No	
Compulsory Enterprise Questionnaire	Yes		No	
Notice of Compulsory Briefing Session	Yes		No	
Record of Addenda to Bid Documents	Yes		No	
Proposed Amendments and Qualifications	Yes		No	
Schedule of Proposed Sub-Contractors	Yes		No	
Central Supplier Database Registration	Yes		No	
Schedule of Plant and Equipment	Yes		No	
Schedule of Previous Similar Works	Yes		No	
Contractor's Certificate of Registration with CIDB	Yes		No	
Tenderer's Financial Standing	Yes		No	
Compliance with OHSA (Act 85 of 1993)	Yes		No	
Declaration of Interest	Yes		No	
Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017	Yes		No	
Declaration Certificate for Local Production and Content for Designated Sectors	Yes		No	
Declaration of Bidders' Past Supply Chain Management Practices	Yes		No	
Certificate of Independent Bid Determination	Yes		No	
Certificate for Municipal Services and Payments/Lease Agreement	Yes		No	
Form of Offer and Acceptance	Yes		No	
Contract Data	Yes		No	
Bill of Quantities	Yes		No	

NEWCASTLE MUNICIPALITY

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR THE PERIOD OF 36 MONTHS

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NEWCASTLE MUNICIPALITY

BID NO: A029 – 2021/ 2022

**PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF
WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL
EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS**

<p>PART T1: TENDERING PROCEDURES</p>

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T1.1 TENDER NOTICE & INVITATION TO BID

Tender number: A029 – 2021/22

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS

The Newcastle Municipality invites Contractors to form part of the above – mentioned panel where shortlisted contractors will be invited as and when required over the term of contract.

Tenderers should have an estimated CIDB contractor grading of at least **2ME or higher**.

Tender documents will be available from the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Room B218, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 as from 26 August 2022

A non-refundable document fee of R 300.00 payable in cash or by bank guaranteed cheque made out in favour of the Newcastle Municipality is required on collection of the Bid documents.

Banking Details - The Newcastle Municipality, Nedbank – Account. No: 1162 6600 66, Br Code: 133 724 (the proof of payment must reflect the bid number and bidder’s name as reference)

Procurement enquiries:

Sabelo Vilakazi / Dalene Marais

Telephone no.: 034 328 7818 / 034 328 7769

Technical enquiries: Nqobile Ndlovu

Telephone no.: 034 328 7968

Multiple contractors would be appointed onto this panel arrangement, therefore preferential scoring system would only be effective when sourcing quotations from the existing panel of contractors and the award will be made to highest point scoring tenderer subject to objective criteria.

The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

Completed bid documents complying with the conditions of bid must be sealed and endorsed “**BID NO: A029 - 2021/22 PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS** For a period of 36 months” bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (rates hall), 37 Murchison Street, 1ST Floor, Newcastle by no later than 12:00 on **FRIDAY, 26 AUGUST 2022** where bids will be opened in public. Late quotations or tenders received by way of facsimile or e-mail will under no circumstances be considered.

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

Minimum Local Content Requirements

Only locally produced goods, services or works or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered.

The applicable minimum thresholds for local content and production will be specified at quotation stage.

Prequalification Evaluation

Only tenders that comply with all administrative requirements (Acceptable tenders) will be considered during the prequalification phase and the allocation of points will be based on functionality criteria as indicated in the tender data section.

Minimum functional requirement score: Contractors that submitted acceptable tenders and that score at least **70%** on functionality will qualify to be on the panel and the utilization of contractors will be based on as and when required basis by seeking quotes on qualifying contractors.

The evaluation and adjudication of tender offers received through a quotation system that will be based on applicable terms and conditions, specifications for identified works as well as Price and Preference (please refer to MBD 6.1) from the existing panel.

Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto www.csd.gov.za.

**MR. Z. W. MCINEKA
ACTING MUNICIPAL MANAGER**

MBD1: INVITATION TO BID**PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY					
Bid Number	A029 – 2021/22	Closing Date	26 August 2022	Closing Time	12h00
Description	PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR THE PERIOD OF 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

**FIRST (1st) FLOOR OF THE NEWCASTLE MUNICIPALITY MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)
37 MURCHISON STREET
NEWCASTLE
2940**

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:		OR	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:	
Signature of Bidder		Date:	

Capacity under which this bid is signed:

ENQUIRIES MAY BE DIRECTED TO:

Bidding Procedure Enquiries		Technical enquiries
Contact person	Mr Sabelo Vilakazi/ Dalene Marais	Nqobile Ndlovu
Telephone number	034 328 7818/034 328 7769	034 328 7968
E-mail address	Sabelo.Vilakazi@newcastle.gov.za	Nqobile.ndlovu@newcastle.gov.za

**PART B
Terms and Conditions for Bidding**

1. BID SUBMISSION:	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. All bids must be submitted on the official forms provided– (not to be re-typed) or online	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) or JBCC Series (2014, Edition 6.2) and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.	
2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za .	
2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.	
2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the answer is “no” to all of the above, then it is not a requirement to register for a Tax Compliance Status System Pin Code from the South African Revenue Service (SARS) and if not register as per 2.3 above.	

**NB: Failure to provide any of the above particulars may render the bid invalid.
No bids will be considered from persons in the service of the state.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

NEWCASTLE MUNICIPALITY

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” 36 MONTHS

T1.2: TENDER DATA

NEWCASTLE MUNICIPALITY

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, bound into Section T1.4 (see www.cidb.org.za)

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

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

Clause	Wording (Data)
F.1.1	The employer is the NEWCASTLE MUNICIPALITY.
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>PART T1: TENDERING PROCEDURES</p> <p>T1.1: Tender Notice and Invitation to Tender</p> <p>T1.2: Tender Data</p> <p>PART T2: RETURNABLE DOCUMENTS</p> <p>T2.1: List of Returnable Documents</p> <p>T2.2: Returnable Schedules</p> <p>PART C1: AGREEMENTS AND CONTRACT DATA</p> <p>C1.1: Contract Data</p> <p>PART C2: PRICING DATA</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bills of Quantities</p> <p>PART C3: SCOPE OF WORKS</p> <p>C3 Scope of Work</p> <p>C3.1 Description of the Works</p> <p>C3.2 Engineering</p> <p>C3.3 Annexes</p>
F.1.4	<p>The Employer’s agent is the SED: Technical Services</p> <p>Name: Mr. B.P. Mnguni</p> <p>Address: Newcastle Municipality Civic Centre Municipal Civic Centre Newcastle</p>

Clause	Wording (Data)									
	"If the Tender validity expires on a Saturday, Sunday or public holiday, the Tender offer shall remain valid and open for acceptance until the closure of business on the following working day."									
F.2.15	The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements									
F.3.1	The time and location for opening of the tender offers are in accordance with F.2.15 & F2.13.5									
F.3.2	<p>a) Scoring financial offer:</p> <p>The financial offer will be scored using Formula 2 (Option 1) where the value of W_1 is:</p> <ol style="list-style-type: none"> 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 (R50 million); or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is above R30 000 and up to R50 000 000. <p>b) Scoring Preferences</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers in respect of:</p> <ol style="list-style-type: none"> 1) the BBBEE balanced scorecard - refer Appendix B. 2) Locality <p>Preference points will be allocated as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;"><u>$W_1 = 80$</u></td> <td style="text-align: center;"><u>$W_1 = 90$</u></td> </tr> <tr> <td><u>BBBEE Score:</u></td> <td style="text-align: center;">20 (max)</td> <td style="text-align: center;">10 (max)</td> </tr> <tr> <td><u>Locality:</u></td> <td></td> <td></td> </tr> </table> <p>a) Contractors operating in the judicial area of Amajuba District Municipality.</p>		<u>$W_1 = 80$</u>	<u>$W_1 = 90$</u>	<u>BBBEE Score:</u>	20 (max)	10 (max)	<u>Locality:</u>		
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<u>BBBEE Score:</u>	20 (max)	10 (max)								
<u>Locality:</u>										
F.3.3	<p>Tender offers will only be accepted on condition that:</p> <ol style="list-style-type: none"> a) the tenderer has in <u>his or her possession</u> an original Tax Clearance Certificate issued by the South African Revenue Services; 									
F.3.4	<ol style="list-style-type: none"> b) the tenderer is registered with the Construction Industry Development Board in 2ME OR HIGHER contractor grading designation; c) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and 									
F.3.5	<ol style="list-style-type: none"> d) Two envelop system in not applicable for this tender. <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process. 									
F.3.6	The number of paper copies of the signed contract to be provided by the Employer is ONE (1).									
F3.11.3	<p>Method 2 will be used to evaluation this tender</p> <p>Quality evaluation will be based on the following criteria and</p> <ol style="list-style-type: none"> (i) Qualifications and demonstrated experience of key Personnel (20 Points) 									

Clause	Wording (Data)																			
	(ii) Experience of the Tenderer (iii) List of Portable Equipment (iv) List of Vehicles (v) Public Insurance (vi) Quality Control Plan	(40 Points) (10 Points) (10 Points) (10 Points) (10 Points)																		
	A Tenderer must score a minimum of 70 points out of the full points for quality/functionality in order to be eligible for further evaluation.																			
	Points will be allocated as follow:																			
	<table border="1"> <thead> <tr> <th data-bbox="339 665 454 734">Item</th> <th data-bbox="454 665 1310 734">Description</th> <th data-bbox="1310 665 1482 734">Points allocated</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 734 454 1144">i)</td> <td data-bbox="454 734 1310 1144"> Qualifications and demonstrated experience of key Personnel. Qualifications must be submitted <ul style="list-style-type: none"> ➤ Qualified Fitter with +5 years' experience in related projects ➤ Qualified Electrician/Millwright with +5years industrial experience ➤ Assistant Artisan Fitter/Electrician/Millwright ➤ General Labour x 5 NB: Copy of Degree, Diploma, N6 certificate should be attached Lesser experience and labour will be calculated on pro-rata basis </td> <td data-bbox="1310 734 1482 1144"> 20 5 5 5 5 </td> </tr> <tr> <td data-bbox="339 1144 454 1435">ii)</td> <td data-bbox="454 1144 1310 1435"> Demonstrated experience of Tenderer – Experience relating to the repairs and maintenance of municipal and/or industrial water and wastewater treatment works and pump stations in the past 10 years. <ul style="list-style-type: none"> ➤ 0- 5 letters/ orders of experience = 10 points ➤ 5- 7 letters/ orders letters of experience = 20 points ➤ 8- 9 letters/ orders letters of experience = 30 points ➤ 10 or more letters/ orders of experience = 40 points </td> <td data-bbox="1310 1144 1482 1435"> 40 40 </td> </tr> <tr> <td data-bbox="339 1435 454 1861">iii)</td> <td data-bbox="454 1435 1310 1861"> List of Portable Equipment (Photos of all owned equipment's) <ul style="list-style-type: none"> ➤ Welding equipment – welders, ➤ Electrical testing equipment ➤ Portable pumps ➤ Generators ➤ Fully complement of spanners ➤ Measuring equipment to second decimal place ➤ Necessary power tool – electrical cables, drilling machines, angle grinder, lighting, ➤ General workshop hand tools ➤ Tripod complete with a chain block </td> <td data-bbox="1310 1435 1482 1861"> 10 1 1 1 1 1 1 1 1 </td> </tr> <tr> <td data-bbox="339 1861 454 2018">iv)</td> <td data-bbox="454 1861 1310 2018"> List of Vehicles (Copies of Lock book/ proof of proposed leasing should be attached) <ul style="list-style-type: none"> ➤ light delivery vehicles (x 2 minimum) ➤ heavy delivery vehicle </td> <td data-bbox="1310 1861 1482 2018"> 10 8 2 </td> </tr> <tr> <td data-bbox="339 2018 454 2063">v)</td> <td data-bbox="454 2018 1310 2063">Public insurance</td> <td data-bbox="1310 2018 1482 2063">10</td> </tr> </tbody> </table>		Item	Description	Points allocated	i)	Qualifications and demonstrated experience of key Personnel. Qualifications must be submitted <ul style="list-style-type: none"> ➤ Qualified Fitter with +5 years' experience in related projects ➤ Qualified Electrician/Millwright with +5years industrial experience ➤ Assistant Artisan Fitter/Electrician/Millwright ➤ General Labour x 5 NB: Copy of Degree, Diploma, N6 certificate should be attached Lesser experience and labour will be calculated on pro-rata basis	20 5 5 5 5	ii)	Demonstrated experience of Tenderer – Experience relating to the repairs and maintenance of municipal and/or industrial water and wastewater treatment works and pump stations in the past 10 years. <ul style="list-style-type: none"> ➤ 0- 5 letters/ orders of experience = 10 points ➤ 5- 7 letters/ orders letters of experience = 20 points ➤ 8- 9 letters/ orders letters of experience = 30 points ➤ 10 or more letters/ orders of experience = 40 points 	40 40	iii)	List of Portable Equipment (Photos of all owned equipment's) <ul style="list-style-type: none"> ➤ Welding equipment – welders, ➤ Electrical testing equipment ➤ Portable pumps ➤ Generators ➤ Fully complement of spanners ➤ Measuring equipment to second decimal place ➤ Necessary power tool – electrical cables, drilling machines, angle grinder, lighting, ➤ General workshop hand tools ➤ Tripod complete with a chain block 	10 1 1 1 1 1 1 1 1	iv)	List of Vehicles (Copies of Lock book/ proof of proposed leasing should be attached) <ul style="list-style-type: none"> ➤ light delivery vehicles (x 2 minimum) ➤ heavy delivery vehicle 	10 8 2	v)	Public insurance	10
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WATER SERVICES

Clause	Wording (Data)		
		<ul style="list-style-type: none"> ➤ Public liability of R2 000 000 ➤ Not available 	<p>10</p> <p>0</p>
	vi)	<p>Quality Control Plan</p> <ul style="list-style-type: none"> ➤ Documented and implemented quality control system ➤ Documented quality control system without proof of implementation 	<p>10</p> <p>10</p> <p>2</p>
<p>The Tenderers complying with the minimum requirement of 70 points for quality/functionality will be enlisted on the panel, PPPFA will apply when sourcing quotes from contractors on panel list which will be done on rotational bases.</p>			

NEWCASTLE MUNICIPALITY

BID NO: A029 – 2021/22

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS

Standard Conditions of Tender

F.1 General

F.1.1 Actions

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
- c) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels

F.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the Tender Data.

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

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

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the

same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the Tender Data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

F.2.2 Cost of tendering

Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Site visit and clarification meeting

Attend, where required, a site visit and clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Tender Data.

F.2.8 Seek clarification

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

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

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

WATER SERVICES

- F.2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.
- F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.
- F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

- F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a tender offer

- F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.
- F.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state who of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile, or e-mail, unless stated otherwise in the Tender Data.

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

F.2.16 Tender offer validity

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

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

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

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analysis

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

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

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all Tenderers who drew documents.

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

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

F.3.5 Two-envelope system

F.3.5.1 Were stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderer's agents who choose to attend at the time and place stated in the Tender Data and announce the name of each tenderer whose technical proposal is opened.

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the rate shall govern and the line item total shall be corrected.

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

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Only tenders that comply with all administrative requirements (Acceptable tenders) will be considered during the prequalification phase and the allocation of points will be based on functionality criteria as indicated in the tender data section.
- 4) Minimum functional requirement score: Contractors that submitted acceptable tenders and that score at least **70%** on functionality will qualify to be on the panel and the utilization of contractors will be based on as and when required basis by seeking quotes on qualifying contractors.
- 5) The evaluation and adjudication of tender offers received through a quotation system that will be based on applicable terms and conditions, specifications for identified works as well as Price and Preference (please refer to MBD 6.1) from the existing panel.

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PART T2: RETURNABLE DOCUMENTS

TABLE OF CONTENTS

- T2.1 List of Returnable Documents**
- T2.2 Returnable Schedules**

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T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

- Schedule: 1A Compulsory Enterprise Questionnaire
- Schedule : 1B Authority of Signatory
- Schedule : 1C Record of Addenda to Tender Documents
- Schedule : 1D Personnel Schedule
- Schedule : 1E Workshop Details and Schedule of Plant and Equipment available for the Contract
- Schedule : 1F Proposed Amendments and Qualifications
- Schedule : 1G Particulars of Tenderer’s Previous Experience
- Schedule : 1H Preferential Procurement Schedule
- Schedule : 1J Compulsory Briefing Attendance Certificate

2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

- Schedule : 2A Original Valid Tax Clearance Certificate
- Schedule : 2B Joint Venture Agreement, if applicable
- Schedule : 2C Audited Financials for the past three years

3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)

4. OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)

- C1.1 : Contract Data (Part 1)
- C1.2 : Bills of Quantities

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SCHEDULE 1A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

* Insert separate page if necessary

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

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

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

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

* Insert separate page if necessary

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

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

Signed Date

Name Position

Enterprise name

The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

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SCHEDULE 1B: AUTHORITY OF SIGNATURE

RESOLUTION of a meeting of the Board of *Directors / Member / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid / Tender to Newcastle Local Municipality in respect of the following project:

(Full project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Number)

2. *Mr./Mrs./Ms: _____

In *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follow: _____ (Signature)

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			

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SCHEDULE 1C: RECORD OF ADDENDA TO TENDER

1) I / We confirm that the following communication(s) received from Newcastle Local Municipality before the submission of this Tender Offer, amending the tender document(s), have been taken into account in this Tender Offer:

No.	Date	Title / Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

Attach additional pages if more space is required.

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

Name of Tenderer	Signature	Date

Attach additional pages if more space is required.

2) I / We confirm that no communication(s) were received from Newcastle Local Municipality before the submission of this Tender Offer, amending the tender document(s),

Name of Tenderer	Signature	Date

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SCHEDULE 1E: WORKSHOP AND SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE
--

Workshop details and address

Workshop Type	Workshop information	Workshop Address

Below is the list of plant and equipment available for use in this contract.

No.	Date	Title / Details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Name of Tenderer	Signature	Date

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SCHEDULE 1G: PARTICULARS OF TENDERER’S PREVIOUS EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves:
 (Attach additional pages **in the same format** if more space is required)

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	PROJECT/ASSIGNM ENT NAME	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED
EMPLOYER CONTACT TEL CELL FAX				

WATER SERVICES

EMPLOYER				
CONTACT				
TEL				
CELL				
FAX				
EMPLOYER				
CONTACT				
TEL				
CELL				
FAX				
EMPLOYER				
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CELL				
FAX				
EMPLOYER				
CONTACT				
TEL				
CELL				
FAX				
EMPLOYER				
CONTACT				
TEL				
CELL				
FAX				

Signed

Date

Name

Position

Tenderer

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SCHEDULE 1J: SITE INSPECTION CERTIFICATE

As required by Clause 3 of the General Conditions of Contract, I/We visited the site of the Works on the date certified below.

I/We further certify that I am/we are satisfied with the Description of the Works and the explanations given by the Employer at the site inspection.

Signature of Tenderer: _____ Date: _____

SITE VISIT

This will certify that _____

representing _____

visited the site of the works for this Contract on _____ 20 _____

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

Name: _____ Signature: _____

Capacity: _____ Date and Time: _____

BID NO: A029 – 2021/ 2022**PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MOTHS****MBD 4: DECLARATION OF INTEREST**

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

3.1	Full Name of bidder/ Representative	
3.2	Identity Number	
3.3	Position occupied in the Company (director, trustee, shareholder²)	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	Vat Registration Number	

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

3.8	Are you presently in the service of the state*?	Yes	No
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months	Yes	No
3.9.1	If yes, furnish particulars.		

¹MSCM 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.

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

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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 a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	Yes	No
3.11.1	If yes, furnish particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	Yes	No
3.12.1	If yes, furnish particulars.		
3.13	Are any spouse, child or parent of the company's directors, managers, principal 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, principal 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 Number Employee

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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SCHEDULE 1H: PREFERENTIAL PROCUREMENT SCHEDULE

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the...80/20.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80...
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20...
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

WATER SERVICES

Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

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- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EME's in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level

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Certificates.

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

:

9.4 TYPE OF COMPANY/ FIRM

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

WATER SERVICES

- Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated
.....
Registered Account Number
Stand Number

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

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

DATE:.....

ADDRESS:.....

.....

.....

.....

BID NO: A029 – 2021/ 2022

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS FOR 36 MONTHS

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 to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
 - a) Abused the Municipality’s Supply Chain Management System or committed any improper conduct in relation to such system:
 - b) Been convicted for fraud or corruption during the past five years:
 - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
 - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</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 audit alteram partem rule was applied).</p> <p>The database of Restricted Suppliers now resides on the National Treasury`s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p>(The Register for Bid Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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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.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

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

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**PROOF OF GOOD STANDING WITH MUNICIPAL ACCOUNTS
MUST BE COMPLETED FOR THIS BID**

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:

NB: Please note that this declaration must be completed by ALL bidders

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

Physical Business Address(es) of the Tenderer	Municipality	Municipal Account Number

NB: If insufficient space above, please submit on a separate page

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PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

Reason	Tick	Portfolio of evidence
Bidding entities who rent premises from a landlord		Signed copy of the lease agreement together with a letter from the landlord stating that no levies are in arrears.
Bidding entities who operate from a property owned by a director / member / partner		Municipal account statement/s of a director / member / partner
Bidding entities who operate from farms / informal settlements		A letter from their Induna/owner.
Bidding entities who operate from somebody else's property		Sworn affidavit stating the details and relationship with the property owner.
Other (Please specify)		

Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature:

As witness: 1.

2.

Name of Bidder			
Signature		Name (print)	
Capacity		Date	

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies.

NEWCASTLE MUNICIPALITY

BID NO: A029 – 2021/ 2022

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS

SCHEDULE 2F: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

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

CONTRACT NO.: A029 – 2021/2022: PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS”

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

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

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

.....

..... Rand (in words);

R (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

TO BE COMPLETED BY TENDERER

Signature Date

Name

Capacity

For the tenderer

(Name and)

Address of

Organization

.....

Name and Signature

of witness

ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Part C4 Site information

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

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

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

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

TO BE COMPLETED BY EMPLOYER

Signature Date

Name

Capacity

for the Employer

Name and Signature

of witness

Schedule of Deviations

1	Subject	.....
	Details	.....
	
	
	
	
2	Subject	.....
	Details	.....
	
	
	
	
	
3	Subject	.....
	Details	.....
	
	
	
	
	
4	Subject	.....
	Details	.....
	
	
	
	
	
5	Subject	.....
	Details	.....
	
	
	
	
	

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

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

NEWCASTLE MUNICIPALITY

BID NO: A029 – 2021/2022

**PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER
TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND
WHEN REQUIRED BASIS” FOR 36 MONTHS**

PART C1: CONTRACT DATA

TABLE OF CONTENTS

C1.1 Contract Data

<ul style="list-style-type: none"> • The defects date is 12 weeks after Completion of the whole of the repairs and maintenance Works and 52 Weeks after Completion of the whole of the new Works. • The defect correction period is to be 3 weeks for non-essential works. • The defect correction period is to be 48 hours for works which are urgent (essential works) and might affect the safe and secure running of the facility (e.g. plant operation system, security systems, resulting to raw sewer spillages, and inability of the facility to supply water).
<p>Payments</p> <ul style="list-style-type: none"> • The currency of this contract is the South African Rand. • The payment to the Contractor must be effected within 30 days after the receipt of Contractor's Tax Invoice. • The interest rate is 2% per annum above the average base rate in force from time to time at the following banks: ABSA (Barclays), Standard Bank, First Nation Bank and Nedbank.
<p>Option X5: Secondary Option Clause</p> <ul style="list-style-type: none"> • The completion date for each section of the works will be agreed between Employer and the Contractor upon the issue of works order. • Delay damages, for completion and/or correction of the defects which have been found to be of the Contractors doing, for each section of the works will be dependent to value of the damage of the delayed activity.
<p>Option Z: Additional conditions of contract</p> <p>Z1 Health & Safety Risk Management</p> <ul style="list-style-type: none"> • The Contractor is to ensure compliance with all legislation, the Health & Safety plan and the Construction Best Practice Programme. • The Contractor is to allow for the requirements as specified in the Occupational Health & Safety and Regulation 85 of 1993 or later promulgated version. <p>Z2 Collateral Documentation</p> <ul style="list-style-type: none"> • The Contractor will be required to supply Warranties for his designs and/or new Works and including from the Sub-Contractors if applicable. <p>Z3 Mark-up and Profit</p> <ul style="list-style-type: none"> • Maximum mark-up and profit percentage for all the goods supplied and/or used by the Contractor is 20% • Tax invoice of the goods supplied and/or used and claimed must submitted to the Employer as supporting document with the Contractors claim.

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C1.2: CONTRACT DATA (PART 2)

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following information is to be completed by the Contractor and returned with the supporting information/documents if necessary to your tender after.

Description
<ul style="list-style-type: none"> • The Contractor is the <i>[Enter the Legal name of the Contractor].</i> The Contractor’s address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) :
<ul style="list-style-type: none"> • The Subcontractor Fee percentage is% [NB: Subcontractor’s claims to be attached on Contractor’s claim]
<ul style="list-style-type: none"> • The percentage allowance to cover all overhead charges is %
<ul style="list-style-type: none"> • The key people are (1) Name..... Job/Position..... Responsibilities..... Qualifications..... Experience..... (2) Name..... Job/Position..... Responsibilities..... Qualifications..... Experience..... <p>I/We, as the Contractor identified above, undertake to ensure that these key people will be available to perform the Works as it will be identified as and when required and to inform the Employer and submit the information of their replacement whose skills and qualifications will meet the requirements when necessary.</p> <p>..... <i>(Tenderer’s Signature)</i></p>
<p>Risk Register</p> <ul style="list-style-type: none"> • Add “Additional risks into the Risk Register does not alter the allocation of risk contained in clause 80.1” <p>The following matters, if any, will be included in the Risk Register Part Two:</p>

Description
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NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1.

WRITTEN AGREEMENT

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

2.

ACKNOWLEDGEMENT BY THE MANDATARY

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

3.

UNDERTAKING BY MANDATARY

- (a) The Mandatory hereby undertakes and binds himself to the Municipality to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

4.

PERSONAL PROTECTIVE EQUIPMENT

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of Newcastle Municipality is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

5.

FENCING AND GENERAL MACHINERY PROTECTION

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

6.

SCAFFOLDING, LADDERS, TOOLS, ET CETERA

The Mandatory without the written permission of the Municipality may use no equipment or tools that belong to the Municipality.

Except where agreed beforehand, the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Municipality may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Municipality against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

7.

SERVICES AND WORKING METHODS

The written permission of the Chief Executive/Town Clerk of the Municipality shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Municipality before any equipment is connected to the electrical supply of the Municipality. All equipment shall be isolated before any equipment is connected to the electrical supply of the Municipality. It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

8.

EXCAVATIONS

Written permission for excavations shall be obtained from the City Engineer of the Municipality and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No loose material of whatever nature may be left in walkways or workplaces or be allowed to block walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Municipality and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Municipality.

9.

RESTRICTION TO WORKPLACE

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

10.

SUBCONTRACTORS

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

11.

OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS

The Occupational Health and Safety Officer of the Municipality is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Municipality within forty eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

12.

FIRST AID

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements.

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society
- B St. John's Ambulance Foundation
- C South-African First-Aid League

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Municipality may be used during emergencies.

13.

FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL

The Fire department of the Municipality shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Municipality, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

14.

COMPLETION OF WORK

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Municipality and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

15.

SALVAGED MATERIAL AND EQUIPMENT

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Municipality, unless the contract specifically provides otherwise.

16.

BREAKING OF THESE RULES AND POOR CONDUCT

The Mandatory is warned that no behavior that causes danger to their own employees, to the employees of the Municipality or general public will be tolerated. The Occupational Health and Safety Officer of the Municipality reserves the right of the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Municipality will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Municipality, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

17.

INTOXICATION

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Municipality. The Occupational Health and Safety Officer of the Municipality reserves the right to the withdrawal of any employees of the Mandatory or Municipality from the premises in the case of any transgression of this nature.

18.

CONFIDENTIALLY

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Municipality as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Municipality and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Municipality in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Municipality upon completion of the work, or earlier, if so requested by the Municipality. The Mandatory shall inform the Municipality immediately should any such documents or sketches become lost.

19.

INDEMNIFICATION BY THE MANDATORY

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Municipality irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Municipality is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Municipality by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Municipality irrevocably and in full against any liability that may arise from such usage.

20.

AMENDMENTS MUST BE IN WRITING

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

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JURISDICTION AND LEGAL COSTS

In the event of any legal action being instituted pertaining to the this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own Employer and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

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PART C2: PRICING DATA

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- C2.2 Schedule of Activities**

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C2.1: PRICING INSTRUCTIONS

- C2.1.1** Please note, the Tenderer must complete and sign the form of offer on this bid document and the submitted price schedule as indicated here below on this document will be used for financial consideration evaluation.

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C2.2: SCHEDULES OF ACTIVITIES

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C2.2.1 LABOUR COSTS

- The following labour costs per appropriate skill is required (per hour, unless otherwise specified). All prices given must **exclude VAT**.
- Subsistence and Travelling (S&T) can be claimed at actual cost, proof to be submitted, plus 10%. VAT may not be added to S&T claim

LEVEL (Specify Level or Position)	NORMAL RATE	OVERTIME RATE (NORMAL)	OVERTIME RATE (Holidays & Sundays)	STANDBY RATE
Level 1-				
Level 2-				
Level 3-				
Level 4-				
Level 5-				
Level 6-				
Level 7-				
Level 8-				
Level 9-				
Level 10-				
Level 11-				
Level 12-				

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- Transport cost per kilometre are per The Department of Transport rates plus 30%.
- Tariff in cents per kilometre (exclusive of VAT) as from the dates below: No back charge of tariffs will be made before the under-mentioned dates for invoices already processed.
- The rates will be updated as the Department of Transport rates are adjusted and it is the responsibility of the Contractor to obtain the updated rates from the Department of Transport. The rates given below already includes the 30% mark-up on the Department of Transport.

Engine swept volume CC	Sedan & s/w (A)		LDV/Bakkie 4x2 (B)		LDV/Bakkie 4x4		SUV/Combi (D)	
	Petrol	Diesel	Petrol	Diesel	Petrol	Diesel	Petrol	Diesel
Up to 1250	405	396	353	425	556	648	527	709
1251-1550	509	479	462	574	556	648	527	709
1551-1750	551	522	521	588	556	648	566	709
1751-1950	626	541	595	620	556	648	566	709
1951-2150	677	637	611	626	707	750	728	884
2151-2500	767	729	655	654	707	750	728	884
2501-3500	950	920	698	689	844	826	962	933
Above 3500	1119	1196	791	897	934	1016	1108	1097

The below schedule for the rates of vehicles not listed above must be supplied by the Tenderer.
NB: There is no provision for an additional rate for owing trailer.

OTHER VEHICLE TRANSPORT RATES		
Item	Description	Rand Per KM
1	Personnel carrier (PDP)	
2	5 - 8 Ton with crane	
3	9 - 14 Ton	
4	Live Line Truck	
5	Cherry Picker	
6	Rock Drill or Auger	
7	Compressor truck	
8	Low Bed (with crane)	
9	Low Bed (without crane)	
10	Truck 14-26 ton with crane	
11	Truck 14-26 ton without crane	
12	Tractor rock drill air compressor/Auger	
OTHER		
13	High Pressure Cleaning	Rate per hour

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C2.2.3 STEEL WORK AND EQUIPMENT COSTS

- The following schedule is the representation of the currently installed steel work and equipment only. Should new equipment be installed during the period of this contract, Tenderers who will be considered successful and listed under this contract, separate schedule will be sent to them and added on this contract as Addendum.
- The rate is to include the cost of all staff required (cost/hour) plus all overheads where appropriate, the tools and equipment to be used and guarantee on workmanship.
- Each schedule must be completed in full.

Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
HANDRAILS					
1.1	Repairs to hot dip galvanized hand rails – all inclusive rate per meter				
1.2	Remove hand rails up to maximum height of 1.5m – rate per meter				
1.3	Replacement of 1m high handrails – all inclusive rate per meter				
STANDARD MANHOLE COVERS – POLYMER CONCRETE (SANS 1882:2003 APPROVED)					
2.1	Supply new 750mm diameter H/D class				
2.2	Install item 2.1 above				
2.3	Supply new 610mm diameter H/D class				
2.4	Install item 2.3 above				
2.5	Supply new 545mm diameter M/D class				
2.6	Install item 2.5 above				
2.7	Supply new 330mm x 410mm rectangular H/D class				
2.8	Install item 2.7 above				
2.9	Supply new 400mm x 570mm rectangular H/D class				
2.10	Install item 2.9 above				
2.11	Supply new 660mm x 660mm square M/D class				
2.12	Install item 2.11 above				
2.13	Supply new 670mm x 525mm rectangular M/D class				
2.14	Install item 2.13 above				
2.15	Supply new 670mm x 530mm rectangular M/D class				
2.16	Install item 2.15 above				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL

WATER SERVICES

2.17	Supply new 930mm x 630mm rectangular M/D class				
2.18	Install item 2.17 above				
2.19	Supply new 930mm x 930mm square M/D class				
2.20	Install item 2.19 above				
2.21	Supply new 450mm x 450mm square M/D class				
2.22	Install item 2.21 above				
FIBERGLASS GRATING – TYPE I: INDUSTRIAL GRADE CORROSION RESISTANCE AND FIRE HYDRANT					
3.1	Supply new fiberglass grating with moulded C-Clip Fasteners – rate per m ²				
3.2	Install item 3.1 above				
STEEL STAIRCASE – STANDARD 600M WIDE					
4.1	Repairs to standard steel staircase – rate per meter				
4.2	Supply new standard steel staircase – rate per meter				
4.3	Install item 4.2 above				
MANUAL SCREEN (TRASH RACKS, STAINLESS STEEL/ANODISED ALUMINIUM/GALVANIZED)					
5.1	Remove				
5.2	Clean				
5.3	Dismantle and inspect				
5.4	Compile and submit report with photos				
5.5	Repair – rate per m ²				
5.6	Corrosion protect				
5.7	Assemble				
5.8	Re-install, test and commission				
LIGHT INCLINED FRONT RAKED MECHANICAL SCREEN (MANUFACTOR: S.A.M.E, STAINLESS STEEL)					
At the SO200 Screw Press					
6.1	GEARBOX DRIVE (Flender, FAF DV100 M4)				
6.1.1	Remove				
6.1.2	Strip				
6.1.3	Clean				
6.1.4	Inspected				
6.1.5	Compile report with photos				
6.1.6	Re-assemble				
6.1.7	Lubricate with Shell Omala 220 or Omega 690 oil				
6.1.8	Re-install, test and commission				
6.2	MOTOR (2.2KW, 380V, 60MM)				
6.2.1	Remove				
6.2.2	Re-install, test and commission				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
6.3	INLET CHUTE (S.A.M.E., 200NB ST/ST304)				
6.3.1	Remove				
6.3.2	Clean				
6.3.3	Inspect and report with photos				

WATER SERVICES

6.3.4	Replace rubber bearing				
6.3.5	Replace stainless steel bolts and nuts				
6.3.6	Re-install, test and commission				
6.4	OUTLET CHUTE (S.A.M.E., 200NB ST/ST304)				
6.4.1	Remove				
6.4.2	Clean				
6.4.3	Inspect and report with photos				
6.4.4	Replace rubber bearing				
6.4.5	Replace stainless steel bolts and nuts				
6.4.6	Re-install, test and commission				
6.5	BODY (S.A.M.E., 200NB ST/ST304)				
6.5.1	Remove				
6.5.2	Clean				
6.5.3	Inspect and report with photos				
6.5.4	Replace rubber bearing				
6.5.5	Reassemble				
6.5.6	Re-install, test and commission				
Grit Classifier					
7.1	GEARBOX DRIVE (Flender, FDAF 81 G80M4)				
7.1.1	Remove				
7.1.2	Strip				
7.1.3	Clean				
7.1.4	Inspected				
7.1.5	Compile report with photos				
7.1.6	Re-assemble				
7.1.7	Lubricate with Shell Omala 220 or Omega 690 oil or Tribol 800/460				
7.1.8	Re-install, test and commission				
7.2	MOTOR (0.55kW, 380V, 4Pole)				
7.2.1	Remove				
7.2.2	Re-install, test and commission				
7.3	INLET CHUTE (S.A.M.E., 200NB ST/ST304)				
7.3.1	Remove				
7.3.2	Clean				
7.3.3	Inspect and report with photos				
7.3.4	Replace rubber bearing				
7.3.5	Replace stainless steel bolts and nuts				
7.3.6	Re-install, test and commission				
7.4	BODY (S.A.M.E., GS-400/40 ST/ST304)				
7.4.1	Remove				
7.4.2	Clean				
7.4.3	Inspect and report with photos				
7.4.4	Replace rubber bearing				
7.4.5	Reassemble				
7.4.6	Re-install, test and commission				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
7.5	SPIRAL (S.A.M.E. 360 DIAMETER X 360 PITCH, STEEL ALLOY)				
7.5.1	Remove				
7.5.2	Clean				

WATER SERVICES

7.5.3	Inspect and report with photos				
7.5.4	Replace rubber bearing				
7.5.5	Reassemble				
7.5.6	Re-install, test and commission				
7.6	WEAR BARS (S.A.M.E., 40 X 10 REPLACABLE BARS, 3CR12)				
7.6.1	Remove				
7.6.2	Clean				
7.6.3	Inspect and report with photos				
7.6.5	Reassemble				
7.6.6	Re-install, test and commission				
7.7	OUTLET SIZE (200NB, ST/ST 304)				
7.7.1	Remove				
7.7.2	Clean				
7.7.3	Inspect and report with photos				
7.7.4	Replace rubber bearing				
7.7.5	Reassemble				
7.7.6	Re-install, test and commission				
7.8	FINE SCREENS				
7.8.1	Remove chain tension				
7.8.2	Remove rakes				
7.8.3	Remove lower chain sprockets and bearing				
7.8.4	Remove top bearing				
7.8.5	Remove motor				
7.8.6	Clean				
7.8.7	Inspect and report with photos				
7.8.8	Replace rubber bearing				
7.8.9	Reassemble				
7.8.10	Re-install, test and commission				
AERATION BASIN (REACTOR TANK)					
8.1	11.5 kW Aerators				
8.1.1	Remove aerator				
8.1.2	Clean and dismantle aerator				
8.1.3	Inspect and report				
8.1.4	Re-install, test and commission				
8.2	22 kW Aerator				
8.2.1	Remove aerator				
8.2.2	Clean and dismantle aerator				
8.2.3	Inspect and report				
8.2.4	Re-install, test and commission				
8.3	75 kW Aerator				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
8.3.1	Remove aerator				
8.3.2	Clean and dismantle				
8.3.3	Inspect and report				
8.3.4	Re-install, test and commission				
8.4	Aerator floats				
	Float for 11.5 kW Aerators				
8.4.1	Remove float				
8.4.2	Clean float				

WATER SERVICES

8.4.3	Inspect and report				
8.4.4	Re-install, test and commission				
	Float for 22 kW Aerator				
8.4.5	Remove float				
8.4.6	Clean float				
8.4.7	Inspect and report				
8.4.8	Re-install, test and commission				
	Vain for 75 kW Aerator				
8.4.9	Remove aerator veins				
8.4.10	Clean				
8.4.11	Inspect and report				
8.4.12	Re-install, test and commission				
DIGESTER, ATTENUATION, RAW, HUMUS, RAS, WAS AND DISTRIBUTION SEWER PUMPSTATIONS					
9.1	ABS 400V submersible pump				
9.1.1	Remove pump				
9.1.2	Clean and dismantle pump				
9.1.3	Inspect and report				
9.1.4	Reassemble, re-install, test and commission				
9.2	Hydromantic 4kW submersible pump				
9.2.1	Remove pump				
9.2.2	Clean and dismantle pump				
9.2.3	Inspect and report				
9.2.4	Reassemble, re-install, test and commission				
9.3	Hydrostal submersible pump (1.5-3kW)				
9.3.1	Remove pump				
9.3.2	Clean and dismantle pump				
9.3.3	Inspect and report				
9.3.4	Reassemble, re-install, test and commission				
9.4	ABS 3.95kW submersible pump				
9.4.1	Remove pump				
9.4.2	Clean and dismantle pump				
9.4.3	Inspect and report				
9.4.4	Reassemble, re-install, test and commission				
9.5	ABS 13kW submersible pump				
9.5.1	Remove pump				
9.5.2	Clean and dismantle pump				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
9.5.3	Inspect and report				
9.5.4	Reassemble, re-install, test and commission				
9.6	Gorman Rupp T4 pump (7.5kW)				
9.6.1	Remove pump				
9.6.2	Remove rotating assemble				
9.6.3	Clean pump				
9.6.4	Inspect and report				
9.6.5	Reassemble, re-install, test and commission				
9.7	Gorman Rupp T6 pump (18.5kW)				
9.7.1	Remove pump				
9.7.2	Remove rotating assemble				
9.7.3	Clean pump				

WATER SERVICES

9.7.4	Inspect and report				
9.7.5	Reassemble, re-install, test and commission				
9.8	KSB pump (15, 18.5 & 22kW)				
9.8.1	Remove pump				
9.8.2	Clean and dismantle pump				
9.8.3	Inspect and report				
9.8.4	Reassemble, re-install, test and commission				
9.8	Hydrostal pump (15 & 22kW)				
9.8.1	Remove pump				
9.8.2	Clean and dismantle pump				
9.8.3	Inspect and report				
9.8.4	Reassemble, re-install, test and commission				
10.8	Allis Charmers (KWP200-400)				
10.8.1	Remove pump				
10.8.2	Clean and dismantle pump				
10.8.3	Inspect and report				
10.8.4	Reassemble, re-install, test and commission				
VALVES AND STEEL PIPEWORK					
10.1	All types of gate valves – 40mm-100mm diameter valve				
10.1.1	Remove				
10.1.2	Clean				
10.1.3	Inspect and report				
10.1.4	Re-install and commission				
10.2	All types of gate valves – 110mm-240mm diameter valve				
10.2.1	Remove				
10.2.2	Clean				
10.2.3	Inspect and report				
10.2.4	Re-install and commission				
10.3	All types of gate valves – 250mm-450mm diameter valve				
10.3.1	Remove				
10.3.2	Clean				
10.3.3	Inspect and report				
10.3.4	Re-install and commission				
10.4	Electrical Actuator – 50mm-200mm diameter				
10.4.1	Remove				
10.4.2	Clean				
10.4.3	Inspect and report				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
10.4.4	Re-install and commission				
10.5	Electrical Actuator – 50mm-200mm diameter				
10.5.1	Remove				
10.5.2	Clean				
10.5.3	Inspect and report				
10.5.4	Re-install and commission				
10.6	All types of non-return valves – 50mm-100mm diameter				
10.6.1	Remove				
10.6.2	Clean				
10.6.3	Inspect and report				
10.6.4	Re-install and commission				
10.7	All types of non-return valves – 110mm-240mm diameter				

WATER SERVICES

10.7.1	Remove				
10.7.2	Clean				
10.7.3	Inspect and report				
10.7.4	Re-install and commission				
BIOLOGICAL FILTERS (BIOFILTERS)					
11.1	Biofilter arms				
11.1.1	Balancing of biofilter arms				
11.1.2	Remove broken biofilter strips - each				
11.1.3	Install and balance biofilter strips – each				
11.2	Centre column				
11.2.1	Remove centre column				
11.2.2	Replace gland packing – exclude material				
11.2.3	Inspect and report				
11.2.4	Reinstall, test and commission				
PRIMARY, SECONDARY SETTLEMENT (CLARIFIER) AND HUMS TANKS					
11.3	Scum collector pipe				
11.3.1	Remove				
11.3.2	Clean				
11.3.3	Inspect and report				
11.3.4	Install and commission				
11.4	Clarifier drive wheel				
11.4.1	Remove				
11.4.2	Inspect and report				
11.4.3	Install, test and commission				
11.5	Draft tubes				
11.5.1	Remove draft tube – each				
11.5.2	Clean				
11.5.3	Inspect and report				
11.5.4	Install, test and commission				
11.6	Scum and sludge scraper				
11.6.1	Remove scraper				
11.6.2	Clean				
11.6.3	Inspect and report				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
11.6.4	Install, test and commission				
11.7	Clarifier bridge,				
11.7.1	Sand blast bridge (on-site)				
11.7.2	Paint per m ²				
11.7.3	Centre column				
11.7.4	Remove U-tube				
11.7.5	Remove bearing				
11.7.5	Remove gearbox				
11.7.6	Clean bearing				
11.7.7	Clean gearbox				
11.7.8	Inspect bearing				
11.7.9	Inspect gearbox				
11.7.10	Install bearing				
11.7.11	Install gearbox				
11.7.12	Install U-Tube				
11.7.13	Test and commission clarifier				

CHLORINATION SYSTEM					
12.1	Chlorination unit				
12.1.1	Dismantle chlorination unit				
12.1.2	Inspect and report				
12.1.3	Assemble chlorination unit				
12.1.4	Connect, test and commission				
12.2	Chlorination unit pipework				
12.2.1	Remove pipework				
12.2.2	Install pipework				
ELECTRICAL MOTORS (ALL TYPES AND DIFFERENT INSTALLATION)					
13.1	Motor (size 0.4kW – 11kW)				
13.1.1	Remove				
13.1.2	Install, balance, align and test				
13.2	Motor (size 15kW – 75kW)				
13.2.1	Remove				
13.2.2	Install, balance, align and test				
13.3	Supply of new motor(any size)				
13.3.1	Contractors' Mark up (%)				
OTHER REQUIRED EQUIPMENT					
14.1	Tri-pod with a complete chain block (Max 50kg load)				
14.1.1	Hire only– per hour				
14.1.2	Hire and operate – per hour				
14.2	Steel mounted lifting beam complete with chain block (max 250kg)				
14.2.1	Hire only – per hour				
14.2.1	Hire and operate – per hour				
14.3	Electrical Water pump capable of pump 30mm diameter solids (max flow rate 200lps)				
14.3.1	Hire only – per hour				
14.3.2	Hire and operate – per hour				
14.4.	Petrol/Diesel Water pump capable of pump 30mm diameter solids (max flow rate 200lps)				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
14.4.1	Hire only – per hour				
14.4.2	Hire and operate – per hour				
REPAIRS AND MAINTENANCE OF MOTOR CONTROL CENTER (MCC)					
15.1	Inspection and fault finding				
15.2	Contractor's mark-up on new equipment to be supplied (invoice to be attached) (%)				
15.3	MCC planned maintenance per box				
Item	Description	Specify Level of Manpower	Rate	No of HOURS	TOTAL
Milky Way pump station Pump set					
11.1	Remove Foras 7,5 kW close-coupled Pump set				
11.2	Dismantle				
11.3	Strip and quote for repairs, reinstallation and commissioning				
11.4	Compile and submit report with photos				

NEWCASTLE MUNICIPALITY

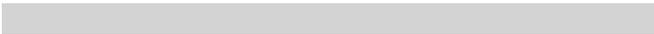
BID NO: A029 – 2021 /2022

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS

PART C3: SCOPE OF WORKS

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- C3.1 Description of the Works**
- C3.2 Scope of Work**
- C3.3 Occupational Health and Safety**
- C3.4 Annexures**



NEWCASTLE MUNICIPALITY

BID NO: A029 – 2021/ 2022

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C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER’S OBJECTIVES

The employer’s objectives are:

To create a panel of capable mechanical services Contractors which will provide mechanical repairs and maintenance services to Newcastle Municipal wastewater treatment works, sewer and water pump stations on an as and when required basis for a duration of thirty-six (36) months.

C3.2 SCOPE OF THE WORK TO BE DONE

The services to be provided shall be deemed to include preventative maintenance and emergency repairs on an as and when required basis. The Contractor will have capacity and facilities to handle all the equipment listed in the Bill of Quantities.

The Scope of Work will include the repairs and maintenance of mechanical works/installation on an as and when required basis, at the following Newcastle Municipality Wastewater treatment works, sewer and water pump stations and reticulations system:

1. Kilbarchan Wastewater Treatment works
2. Newcastle Wastewater Treatment works
3. Madadeni Wastewater Treatment Works
4. Osizweni Wastewater Treatment Works
5. Newcastle municipality water and sewer reticulation system,
6. Milky Way Water Pump Station
7. Uranus Water Pump Station
8. Ingagane old sewer pump station
9. Ingagane village sewer pump station
10. KwaMathukuza No.1 sewer pump station
11. KwaMathukuza No. 2 Sewer Pump Station
12. Madadeni K1 Sewer Pump Station
13. Madadeni K2 Sewer Pump Station
14. Madadeni No. 1 Sewer Pump Station
15. Madadeni No. 2 Sewer Pump Station

16. Madadeni No. 3 Sewer Pump Station
17. Madadeni No. 4 Sewer Pump Station
18. Newcastle Ayliff Sewer Pump Station
19. Newcastle Glabia Sewer Pump Station
20. Newcastle Mont Pelaaan Sewer Pump Station
21. Newcastle Ncandu Sewer Pump Station
22. Newcastle Parksville Sewer Pump Station
23. Newcastle Slegspruit Sewer Pump Station
24. Newcastle Tweefontein Sewer Pump Station
25. Newcastle Voortrekker Sewer Pump Station
26. Newcastle No.1 Sewer Pump Station
27. Newcastle No.2 Sewer Pump Station
28. Osizweni No.1 – Unit E Sewer Pump Station
29. Osizweni No.2 – Unit F Sewer Pump Station

C3.1. 3 LOCALITY OF THE WORKS

The site of works are located within the Newcastle municipal area as indicated in the attached layout

C3.1. 4 MATERIALS AND SPARES

Should the Contract use any material and/or spares, will be charged on a cost plus and Tax invoice for material used must be attached on the claim.

NEWCASTLE MUNICIPALITY

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C3.4: OCCUPATIONAL, HEALTH AND SAFETY

C3.3.1 GENERAL

C3.3.1.1 Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

The Principal Contractor and Sub Contractors’ particular attention is drawn to Section 1.2 of this specification whereby

“Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.”

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client’s Agent’s attention during the tender period. In the absence of any direction to the contrary, the tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

C3.3.1.2 Principal Contractor

The successful tenderer will on signing of the contract for: **PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS** be required to fulfil the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

C3.3.1.3 Start of Construction Phase

The construction phase shall not commence until the Principal Contractor’s Health and Safety Plan was considered and approved by the Client / Client’s Agent and Design Team. The Client / Client’s Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client’s Agent. In this respect the Client / Client’s Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

C3.3.1.4 Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and it's Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

C3.3.1.5 Liaison

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agree procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

C3.3.1.6 Advice

The tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the tenderer's designers and the adequacy of resources allocated or to be allocated by them.

C3.3.1.7 Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

C3.3.2 INFORMATION REQUIREMENTS

The contractor must provide the following information.

C3.3.2.1 General

- The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS(Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.
- The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.

- The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.
- The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

C3.3.2.1 Management

- Details of the personnel and management systems to be put in place to prepare, manage, implement, conduct and monitor the Health and Safety Plan for the project. Broadly speaking your:
- Organization's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES and REPORTING RELATIONSHIPS.
- SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,
- SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,
- SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.
- In other words Management Systems that specifies WHO is going to do WHAT, WHERE, WHEN, Why and HOW.
- Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.
- Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfil their duties under the Construction Regulations 2003 (No. R. 1010 Promulgated 18 July 2003).

C3.3.2.2 Hazard Identification, Risk Assessment and control

- The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification.
- The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.

- Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:
 - a) Clearly documented and those personnel responsible for implementation and management are explicitly defined;
 - b) Understood by all relevant personnel through training and assessment;
 - c) Implemented as documented and promptly reviewed for effectiveness following initial implementation;
 - d) Amended and authorized as required;
 - e) Adequately supervised, managed and audited to ensure continuing compliance;
 - f) Available at all times wherever the measures are being implemented.

- Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

C3.3.2.3 Health and Safety Plan

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client / Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

- a) Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.
- b) Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e. the OHS Act and Regulations, etc).
- c) Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.
- d) Incorporates the common arrangements for site safety, statutory notices and registers etc.
- e) Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.
- f) Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.
- g) Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.

- h) Includes the steps to be taken to ensure that only authorized persons are allowed into any premises or parts of the site / premises where construction work is being carried out.
- i) Includes arrangements for emergency procedures.
- j) Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures.
- k) Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.
- l) Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.
- m) Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including conforming with the statutory requirements.
- n) Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

C3.3.2.4 Programme

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

C3.3.2.5 Cost

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).

C3.3.3 GENERAL SITE SAFETY

C3.3.3.1 Safety training & education

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (E.g. Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

C3.3.3.1.1 Induction Training

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

- a) Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;
- b) Roles and Responsibilities;
- c) The requirements of the Health and Safety Plan submitted and approved
- d) Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

C3.3.3.1.2 Induction training for specified work

The Principal Contractor / Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client / Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract.

The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

C3.3.3.2 Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

- Served with a prohibition, contravention or improvement notice under the OHS Act; or
- Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organized and undertaken by the Client / Client's Agent.

C3.3.3.3 First Aid

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

- proper first aid facilities administered by qualified personnel,
- first-aid boxes,
- first-aid room, where there are 500 or more workers on site,
- training and re-training of first-aiders,
- first-aid treatment procedures,
- standard procedures,
- special procedures, e.g. for poisoning,
- maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

C3.3.3.4 Fire protection and prevention

- Appropriate measures must be taken to avoid the risk of fire.
- Sufficient and suitable storage must be provided for flammable liquids, solids and gases.
- Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;

- Combustible materials must not accumulate on the construction site.
- Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.
- Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order
- A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

C3.3.3.5 Site Emergency Procedures

The Principal Contractor / Sub-Contractor shall establish an Emergency Evacuation and Rescue plan.

The plan shall include the following detail:

- The role and responsibility of every individual in the work area on fire safety emergency evacuation and rescue;
- General work area precautions, fire prevention, detection, protection and warning alarm systems;
- Fire-fighting and rescue equipment including types of fire extinguishers;
- Fire safety measures for Site accommodation;
- Escape and communication;
- Fire brigade access, facilities and coordination;
- Fire drills and training including the use of firefighting equipment;
- Material storage including flammable liquids, gasses and waste;

The Principal Contractor / Sub-Contractor shall ensure that all procedures, precautionary measures and safety standards stipulated in the Plan are communicated, implemented and complied with by all workers including other interfacing contractors on Site.

The Principal Contractor / Sub-Contractor shall practice their emergency preparedness within six (6) weeks of the commencement of work and at least four (4) monthly intervals thereafter

The Principal Contractor / Sub-Contractor shall review and ensure the adequacy of the Plan as the work progress.

The Principal Contractor / Sub-Contractor shall conduct monthly checks on fire-fighting equipment and test alarms and detection devices installed on Site and document findings in a register which shall be on site at all times for inspection.

The Principal Contractor / Sub-Contractor shall conduct weekly inspections of escape routes, fire brigade access, fire-fighting facilities and working areas to ensure that the requirements stipulated in the Fire Safety, Emergency, Evacuation and Rescue Plan are complied with. All inspection records shall be documented in registers and kept in the Health and Safety file for inspection at any time.

C3.3.3.6 Housekeeping

Suitable housekeeping must continuously be implemented on the construction site, including:

- proper storage of materials and equipment
- removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

C3.3.3.7 Stacking & Storage

- Adequate storage areas are must be provided.
- Storage areas must be kept neat and under control.

C3.3.3.8 Illumination

Provide adequate artificial lighting when work is carried out after dark or inside buildings.

C3.3.3.9 Sanitation / Hygiene

Provision of site hygiene facilities:

- One sanitary facility for every 30 workers.
- Adequate washing facilities.
- One shower facility for every 15 workers;

Drying sheds, huts, rooms or other accommodation for sheltering during bad weather, storing clothes and taking meals. Facilities should include tables and chairs, suitable means for boiling water and a supply of wholesome drinking water.

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

C3.3.3.10 Personal Protective Equipment

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g. hard hats, overalls)

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards

All personal protective equipment shall be of safe design and construction for the work to be performed.

C3.3.3.11 Permit to work requirements

Institute a "hot work" permit system in respect of:

- metalwork flame cutting,
- site welding,

C3.3.3.12 Lock-out

Institute a "Lock-out" procedure in respect of controlling energy so as to prevent unexpected operation or activation of machinery or equipment. This procedure must include a written policy, specific procedures, rules and supervisory follow-up, covering the positive locking of switches and valves to ensure that alterations, maintenance, set-up and or other work can be performed safely.

C3.3.3.13 Monthly Health and Safety Audits

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly.

The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract, including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

C3.3.3.14 Management Review

The Principal Contractor shall undertake an independent review of the Health and Safety Plan for the contract in accordance with the requirements of the OHS Act, relevant Regulations and in particular the Construction Regulations 2003.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, practices and operations are in accordance with the contract.

C3.3.3.15 Provision of Information

- Provide Sub-Contractors appointed by him / her with the relevant sections of the Health and Safety specifications pertaining to the construction work which has to be performed.
- Where changes are brought to the design and construction, provide sufficient information and appropriate resources to the Sub-Contractor to execute the work safely.
- Discuss and negotiate with Sub-Contractors the contents of the Health and Safety Plan / Plans submitted by them and finally approve such plans for implementation.
- Ensure that copies of Health and Safety plans compiled by the Principal Contractor and his / her Sub-Contractors are available on request to an employee, DOL Inspector, contractor, Client / Client's Agent.
- The Principal Contractor / Sub-Contractor shall detail procedures that will ensure that personnel are suitably consulted and communicated with during the planning and application of work activities associated with the contract.
- The Principal Contractor / Sub-Contractor shall detail the procedures for the identification, assessment and control of hazards associated with the day-to-day work activities. These procedures shall include requirements for consultation with personnel involved in the work activity.
- The Principal Contractor / Sub-Contractor shall have procedures for ensuring that OHS information is communicated to and from its personnel. The Principal Contractor / Sub-Contractor shall hold OHS meetings with all personnel or their representatives at the site on a weekly basis.
- Minutes shall be recorded for all OHS meetings and posted on OHS notice boards within 48 hours of the meeting.
- The Principal Contractor / Sub-Contractor shall maintain at the Site an OHS Notice Board located in a prominent position and accessible to all personnel, for the distribution of OHS information.
- The Principal Contractor / Sub-Contractor shall as a minimum, establish and implement procedures for reporting relevant and timely information with regard to OHS Performance and incidents.
- The Principal Contractor / Sub-Contractor shall establish, implement and maintain a controlled copy of all Contract OHS documentation on Site.

- Where the Principal Contractor / Sub-Contractor's Health and Safety Plan references other documentation including the contract, the Principal Contractor / Sub-Contractor shall ensure that section and clause numbers are clearly denoted in its Health and Safety Plan. All documentation referenced in the Health and Safety Plan shall be available on Site for the duration of the contract.
- Ensure that Health and Safety Files kept by Sub-Contractors appointed by the Principal Contractor is kept on site and made available to an inspector, Client / Client's Agent.
- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

C3.3.3.16 Stop the execution of Construction Work

Stop any construction / construction related work conducted by any person on the construction site, which is not in accordance with the Principal Contractor's health and safety plan and or the health and safety plans of Sub-Contractors which poses a threat to the health and or safety of persons.

C3.3.3.17 Handing over of Project Health and Safety file

- Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.
- In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

C3.3.3.18 Records and Records Management

- The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.
- Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

C3.3.4 CHEMICAL HAZARDS

The following construction materials and substances to be used in the works have been identified as potentially posing special health and/or safety hazards during the project:

C3.4.4.1 Substances

- Asphalt
- Bitumen
- RTH Tar prime
- Synthetic Polymer (Polyester / Polypropylene / Polyethylene)

- Stabilizing agents
- Anionic stable grade emulsion
- Rubber
- Bitumen Rubber mix
- Hydrophilic aggregates
- Cationic emulsion
- Proprietary chemical additive
- Styrene
- Butadiene rubber (SBR latex)
- Cleaning agent
- Paint
- Oxygen
- Acetylene
- Diesel
- Petrol
- Weed killer

C3.3.4.2 Material

- Cement
- Lime
- Mud rock
- Shale
- Clay
- Synthetic fibre filter fabric
- Geo-textile (synthetic polymer)
- Crushed aggregate
- Weathered dolerite gravel
- Fine slurry
- Crusher dust
- Paving blocks

Adhesives / solvents which may make personnel ill by breathing in vapours, irritation if in contact with skin and eyes and can be highly flammable.

Cement - can cause ill health by:

- a) Skin contact, cement burns and dermatitis.
- b) Eye contact, irritation and inflammation.
- c) Inhalation of dust, irritation to nose and throat and causes difficulty with breathing.

Oil based paint can cause illness by breathing in vapours.

Silicone sealant with fungicide can cause skin irritation.

Timber preservative / flame retardant which can cause irritation to the skin, eyes, nose and throat and harmful if ingested.

Paving slabs which may contain silica can, when cut, create dust which may affect the lungs.

Chemical cleaners can cause ill health mainly by:

- a) Skin contact, acids and alkalis are highly corrosive and destructive to body tissue causing burns.
- b) Inhaling fumes or mist, concentrated solutions of acids and alkalis emit toxic and corrosive fumes.

All materials contained within aerosol containers which are pressurized. Contractors are required to take appropriate measures to manage the risks arising and to provide details of their proposed measures within their tenders and to incorporate adequate method statements within the Health and Safety Plan.

This is not a definitive list of all potential harmful products. Other materials and substances commonly used during construction may also present health or safety hazards, however, it is deemed that these should be familiar to the average competent Contractor as part of routine risk and OHS (Occupational Health, Safety and Hygiene) assessments and are therefore not included here.

Adopt all precautionary measures provided by manufacturers for storage, use and application of specified materials.

Data sheets for these, and any other materials that will be used for the works, are to be obtained by the contractor from the manufacturers.

C3.3.5 SAFETY HAZARDS

C3.3.5.1 Tools

C3.4.5.1.1 Hand tools

- Employers shall not issue or permit the use of unsafe hand tools.
- Wrenches, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.
- Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.
- The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

C3.3.5.2 Portable electrical Tools

No person shall use a portable electric tool with an operating voltage which exceeds 50 to earth unless –

- it is connected to a source of electrical energy incorporating an earth leakage protection device which meets the requirements of section 36 of the OHS Act, or,
- it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or
- it is clearly marked that it is constructed with double or reinforced insulation.

Portable electric tools, together with its flexible cord and plug shall be maintained in a serviceable condition.

C3.3.6 EXCAVATIONS

- The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- The contractor shall evaluate the stability of the ground before excavation work begins.
- The Contractor shall take suitable and sufficient steps in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation;

- The contractor shall not permit any person to work in an excavation which has not been adequately shored or braced.
- Shoring and bracing may not be necessary where-
 - the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - such an excavation is in stable material:
 - Provided that-
 - permission being given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
 - where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person and a professional engineer or technologist, as the case may be;
- Take steps to ensure that the shoring or bracing is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;
- Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Cause every excavation, including all bracing and shoring, to be inspected-
 - i) daily, prior to each shift;
 - ii) after every blasting operation;
 - iii) after an unexpected fall of ground;
 - iv) after substantial damage to supports; and
 - v) after rain,

by a competent person in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;

- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-
 - adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor
 - Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

C3.3.7 FORMWORK & SUPPORT WORK

The contractor shall ensure that-

- all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;

- all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.
- The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.
- All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.
- All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.
- All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.
- If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.
- Adequate precautionary measures are taken in order to-
 - Secure any deck panels against displacement, and
 - Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.
- The health of any person is not affected through the use of solvents or oils or any other similar substances.
- Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorization has been given by a competent person.
- Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.
- All employees required to erect, ,move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely
- The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

C3.3.8 CONSTRUCTION VEHICLES

The contractor shall ensure that all construction vehicles and mobile plants-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who-

- i) have received appropriate training and been certified competent and been authorized to operate such machinery; and
 - ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- have safe and suitable means of access;
- are properly organised and controlled by providing adequate signaling or other control arrangements to guard against the dangers. relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an electrically operated acoustic signaling device and a reversing alarm;
- are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

- no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organised in such a way that pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary indicated by suitable signs.
- all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools and material are secured in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

C3.3.9 ELECTRICAL INSTALLATIONS

- Before construction commences and during the progress thereof, adequate steps must be taken to ascertain the 'presence of and guard against danger to workers from any electrical cable or apparatus.

- All parts of electrical installations and machinery must be of adequate strength to withstand the working conditions on construction sites; In working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, must be provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- All temporary electrical installations must be inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections must be recorded in a register to be kept on site.
- The control of all temporary electrical installations on the construction site must be designated to a competent person who has been appointed in writing.

C3.3.10 USE & STORAGE OF FLAMMABLE LIQUIDS

- Where flammable liquids are being used, applied or stored it must be done in such a manner that would cause no fire or explosion hazard, and that the workplace is effectively ventilated:

Provided that where the workplace cannot effectively be ventilated-

- i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
 - ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- No person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
 - Flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;
 - An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
 - Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
 - All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
 - Where flammable liquids are decanted, the metal containers are bonded or earthed;
 - No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

C3.3.11 DISPOSAL OF MATERIALS

See – Environmental Management Plan – Tender Document

C3.3.12 WELDING & CUTTING

No contractor shall require or permit welding or flame cutting operations to be undertaken, unless –

- the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
- effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
- leads and electrode holders are effectively insulated; and
- the workplace is effectively partitioned off and where not practicable all other persons exposed to the hazards are warned and provided with suitable protective equipment.

No contractor shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless –

- the insulation of the electrical leads is in a sound condition;
- the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
- the welder is completely insulated by means of boots, gloves or rubber mats; and
- at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations

No contractor shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container –

- is completely closed, unless a rise in internal pressure cannot render it dangerous; or
- contains any substance which, under the action of heat, may –
 - i) ignite or explode; or
 - ii) react to form dangerous or poisonous substances,

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

C3.3.13 BLASTING & USE OF EXPLOSIVES

C3.3.13.1 Safety distances

The contractor shall –

- apply the safety distances for the respective categories of explosives as stipulated in Annexure 1 of the Explosives regulations;
- where less than five kilograms of explosives is used, apply to the chief inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce;

C3.3.13.2 Supervision of explosives

In order to ensure that the provisions of the Act and its regulations in relation to explosives workplaces are complied with, the contractor shall in writing appoint a competent and certificated person in a full-time capacity to be

explosives manager in respect of every workplace where explosives are being used, tested, stored or manufactured:

The contractor shall appoint one or more persons, who are suitably qualified and experienced, as authorized supervisors to assist the explosives manager.

The contractor shall ensure that –

- the explosives manager
 - i) approves in writing the rules, methods, materials, equipment and tools to be used in the danger area;
 - ii) ensures that all persons under his or her control are informed of the hazards related to their tasks and are thoroughly trained in safe work procedures, in particular with respect to shock, friction risk of fire, or static electricity, and are familiar with the requirements of the Explosives regulations
 - iii) prescribes all protective clothing and equipment to be used in the danger area
 - iv) ensures that the processes and equipment specified in schedule licenses are safe and appropriate for the manufacturing processes envisaged for the workplace.

- the supervising official
 - i) is at all times in a position to exercise control over the operations
 - ii) reports without delay to the explosives manager any plant or equipment under his or her control that has or may have posed a risk:
 - iii) ensures that all rules implemented in the interest of health and safety are at all times complied with;
 - iv) stops all work involving explosives if he or she becomes aware of any risk posed to the health and safety of persons.

C3.3.13.3 Safe handling of explosives

The contractor shall ensure that –

- all explosives or ingredients thereof are at all times free of foreign material;
- all reasonable precautions are taken to prevent the spillage of explosives;
- cleaning procedures in the case of a spillage of explosives are prescribed in writing by the explosives manager: Provided that where no cleaning procedures have been prescribed any unusual spillage of explosives shall be reported immediately to the supervising official:
- all waste, paper, timber, rags, cotton and similar materials that have been in contact with explosives or an ingredient of an explosive are disposed of in a manner prescribed in writing by the explosives manager: Provided that at the end of the working day all waste and floor sweepings from danger areas shall be deposited in the designated places;
- the explosives or partly mixed explosives are conveyed as soon and as carefully as possible and taking such precautions and in such a manner as will effectively guard against any accidental ignition or explosion
- only containers provided for the conveyance of explosives are used for transporting explosives or partly mixed explosives and that such containers are at all times kept clean, free from grit and in a good state of repair:

- vehicles containing explosives are left unattended only in designated places

The contractor shall ensure that –

- all material, equipment, tools or similar articles used in a danger area are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;
- the certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosives manager.

Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –

- explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;
- any explosives for which no provision is made in Explosives regulations.

No contractor shall allow unauthorized access to such explosives or bury, dump, hide or abandon any explosives.

No contractor shall use any explosive material for blasting purposes unless –

- he or she is in possession of a written permission issued by or under the authority of the chief inspector of occupational health and safety;
- he or she is undergoing training while using such blasting material under the immediate and constant supervision of a person who is in possession of permission

C3.3.13.4

Dangerous areas

The contractor shall ensure that entry and exit from danger areas is only permitted

- at the permanent authorized point of entry or exit: Provided that entry or exit at any other point may be authorized by the explosives manager or a person authorized by him if the authorized gatekeeper has been informed thereof;
- for persons and vehicles authorized thereto by the explosives manager or a person authorized by him:
- to visitors under escort by an authorized person who is aware of the hazards attached to the danger area.

The contractor shall keep a register of the entries and exits and that register shall be available on the premises for inspection by an inspector.

No person shall –

- enter the danger area with –
 - i) tobacco;
 - ii) matches, cigarette lighters or other devices capable of generating heat or spark sources;
 - iii) intoxicating liquor or narcotics;
 - iv) food, medicine or drinkable fluids: Provided that authorization to enter with such articles may be granted by the explosives

manager for purposes of consumption in licensed mess rooms and smoking areas: Provided further that special rules for the control of such consumption and smoking, approved by the chief inspector of occupational health and safety shall be made in writing and shall be enforced by the employer, self-employed person or user; or

- v) radio transmitters or cellular telephones; or

The contractor shall ensure that hazard warning signs are clearly displayed at the entrance to any danger area.

C3.3.14 VESSELS UNDER PRESSURE

C3.3.14.1 Manufacturer's data plate

Every user of a boiler or pressure vessel shall cause a manufacturer's plate with the following minimum particulars to be securely fixed in a conspicuous place to the shell of every such a boiler or pressure vessel:

- a) Name of manufacturer;
- b) country or origin;
- c) year of manufacture;
- d) manufacturer's serial number;
- e) name, number and date of the standard of design;
- f) design gauge pressure in Pascals; (design pressure)
- g) maximum permissible operating pressure in Pascals;
- h) operating temperature;
- i.) capacity in cubic meters; and
- j) mark of an approved inspection authority.

No person shall remove such a manufacturer's plate or willfully damage or alter the particulars stamped thereon.

C3.3.14.2 Portable Gas Containers

No user shall use or require or permit a portable gas container to be used, and no user shall fill, place in service, handle, modify, repair, inspect or test any portable gas container, other than in compliance with standards incorporated into the Vessels under Pressure regulations.

C3.3.14.3 Hand held Fire extinguishers

No user shall use, require or permit the use of a hand held fire extinguisher unless designed, constructed, filled, recharged, reconditioned, modified, repaired, inspected or tested in accordance with a safety standard incorporated into the Vessels under Pressure regulations.

No person shall fill, recharge, recondition, modify, repair, inspect or test any hand held fire extinguisher unless a holder of a permit issued by the South African Bureau of Standards in terms of SABS 1475.

C3.3.14.4 Gas Fuel use, equipment and systems

No person shall handle, store or distribute a gas fuel in any manner, including the filling of a container, other than in accordance with a health and safety standards.

C3.3.14.5 Inspection and test

Any user of a boiler or pressure vessel shall cause, where reasonably practicable, such a boiler or pressure vessel, including the appurtenances and automatic controls and indicators, to be subjected to an internal and external inspection, and a hydraulic pressure test to 1.25 times the maximum permissible safe operating pressure as the case may be –

- by an approved inspection authority before commissioning after installation, re-erection or repairs;
- by a person appointed in writing by the user and who is competent to do such inspections and tests by virtue of their training, knowledge and experience in the operation, maintenance, inspection and testing of a boiler or pressure vessel within 36 months from the date of the previous internal and external inspection and hydraulic pressure test: Provided that where a pressure vessel is not subjected to corrosion, the user may dispense with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority: Provided further that an inspector may require a specific boiler or pressure vessel to be inspected or tested more frequently or permit a specific boiler or pressure vessel to be inspected or tested less frequently:

C3.3.14.6 Recordkeeping

Any user of a vessel under pressure shall keep on his premises a record which shall be open for inspection by an inspector in which the results of inspections, tests, modifications and repairs shall be recorded, dated and signed by the competent person.

C3.3.14.7 Maintenance

No user shall use, cause or permit a vessel under pressure or gas fuel system, including all automatic controls, indicators and appurtenances, to be used unless it is at all times maintained in a safe working condition and the efficiency thereof is proved by regular testing.

No user shall use or cause or permit a vessel under pressure to be used unless it is kept clean and free from any:

- carbonized oil or other inflammable material which may ignite under working conditions;
- material which may cause corrosion; or
- material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.

C3.3.15 PHYSICAL HAZARDS

C3.3.15.1 Ergonomics

- Ensure that assigned tasks do not exceed the limits of the performance capacities of the worker.
- Prevent injury or any detrimental effects to the health of the worker
- Provide that tasks and working conditions will not lead to impairments.

C3.3.15.2 Noise

No contractor shall require or permit an employee to work in an environment in which he is exposed to an equivalent noise level equal to 85 dB(A) or higher. The contractor shall reduce the equivalent noise level to below 85 dB(A) or, where this is not reasonably practicable, he shall reduce the level to as low as is reasonably practicable and take all reasonable steps to isolate the source

of the noise acoustically. Where the equivalent noise level in any workplace cannot be reduced to below 85 dB(A) the contractor shall –

- prohibit any person from entering a noise zone unless such person wears hearing protectors.

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees

work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

The contractor shall properly instruct any person who is required to wear hearing protectors in the use of such protectors and inform him of noise zones where the wearing thereof is compulsory.

The contractor shall –

- ensure that every employee employed in a noise zone is subjected to audiometric examinations conducted in accordance with section 7 of SABS 083, by an audiometrist approved by the chief inspector;
-
- keep records of the results of each audiometric examination and make such records available for inspection by an inspector if he so requires; and
- keep such records for a minimum period of 30 years after termination of employment: Provided that if the employer ceases activities all such records shall be forwarded to the regional director.

C3.3.15.3 Vibration

Whole-body vibration occurs when the body is supported on a surface which is vibrating (e.g., when sitting on a seat which vibrates, standing on a vibrating floor or recumbent on a vibrating surface). Whole-body vibration occurs in all forms of transport and when working near some industrial machinery.

Hand-transmitted vibration is the vibration that enters the body through the hands. It is caused by various processes where vibrating tools or work pieces are grasped or pushed by the hands or fingers. Exposure to hand-transmitted vibration lead to the development of several disorders.

C3.3.16 SITE WIDE ELEMENTS

C3.3.16.1 Site Access and Egress

- Access to the site will involve crossing the public footpath.
- Store materials and plant away from means of access for the general public and occupants.
- Remove rubbish and demolition materials regularly. Do not allow to accumulate on flat roofs.
- Maintain free access through designated means of escape at all times

- Agree with the Client / Client's Agent delivery points for materials before commencing works.

C3.3.16.2 Visitors to the site

- All visitors to report to the Principal Contractor's reception area for OHS Induction training.
- All visitors to sign the visitor's registration document.
- All visitors to be provided with a Visitors Permit to enable them to access the construction site.
- All un-inducted visitors must be accompanied on the construction site by an inducted person.
- No visitors shall be allowed to access the construction site without wearing the necessary PPE.

C3.3.16.3 Deliveries

Access will involve crossing the public footpath.

C3.3.16.4 Emergencies

Ensure that there are adequate escape routes and that they are kept clear at all times.

C3.3.16.5 Location of Temporary Site Accommodation

See Site Lay-out Plan.

C3.3.16.6 Location of Materials unloading and storage

Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site or the works.

C3.3.16.7 Traffic and Pedestrian Routes

The road, public footpaths and access way are to be kept open at all times. All necessary signage and barriers are to be put in place to protect pedestrians at the site entrance and access and egress points.

C3.3.16.8 Environment

See C3.5.

C3.3.16.9 Safety

- Ensure that all employees are aware of the Health and Safety policy and put into place arrangements to ensure that all visitors and workers new to the site are aware of the site safety provisions.
- Locate underground electricity cables, mark and take precautions to avoid.
- Ensure that cartridge operated tools are operated by trained personnel and in accordance with the maker's instructions that the gun is cleaned regularly and kept in a secure place when not in use.
- Protect people who may be exposed to health risks arising from hazardous substances.

C3.3.17 CONTINUING LIAISON

The procedures for consideration and evaluation of the health and safety implications of Contractor designed elements of the works must follow the recognized principles of prevention and protection and take account of the issues highlighted in this OHS Specification.

The following information is to be submitted by the Contractor to the Client / Client's Agent in sufficient time to allow adequate consideration by the Client / Client's Agent and, where appropriate, the design team, and the provision of relevant information to those persons affected by the works, prior to the commencement of the relevant works:

- Suitable and sufficient information to demonstrate that health or safety issues have been adequately considered.
- Risk assessments.
- A list of health and/or safety hazards identified which cannot be designed out.
- A list of any materials or substances which are specified or inherent in the design which is potentially hazardous to health and/or safety.

C3.3.17.1 Unforeseen Eventualities

The following action is to be taken in the event of unforeseen eventualities arising during the construction stage of the project which require significant design changes, or affect the resources required to carry out the work without risk to health and/or safety, or have other health or safety implications.

The Client / Client's Agent and, where possible, the Principal Contractor are to be advised as soon as possible.

Full details of the relevant health and safety issues involved are to be reviewed with the Client / Client's Agent and Principal Contractor as soon as possible.

Full details of any revised designs, risk assessments and identified hazards and/or hazardous materials and substances are to be issued to the Client / Client's Agent and Principal Contractor in sufficient time to allow for the revision of the Health and Safety Plan and notification of all persons affected by the health and/or safety implications of the changes prior to the commencement of the affected works.

C3.3.17.2 Site Liaison

Liaise with all other contractors and implement any agreed changes to the Health and Safety Plan arising from such liaison. Set up regular training for all operatives including induction training for all staff upon arrival to site.

C3.3.17.3 Health and Safety File

Provide the Planning Supervisor with any relevant information which the contractor believes should be incorporated into the Health and Safety File.

C3.3.17.4 Design Development

Provide the Client / Client's Agent with all design information prepared by sub-Contractors.

Arrange liaison meetings with sub-contractors to discuss and review health and safety issues arising from the sub-contractors' designs.

C3.3.18 CONCLUSION

The hazards listed above were identified posing potential threats to the health and or safety of persons that will work on the contract. Although every effort were made to ensure that every possible hazard was identified OHSEC cannot guarantee this, therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are identified.

C3.4 ENVIRONMENTAL ISSUES

The management criteria, objectives and actions are organized in this document according to generic groups of activities that are similar in nature. In reality, some of these may vary with different activities and environmental aspects.

C3.4.1 Site Establishment and Method Statements

The Engineers Representative and Contractor shall discuss, and plan the site layout and establishment in detail, including the production of a sketch plan showing the construction site layout designed to avoid the impacts discussed further on. This plan must be approved by the Engineers Representative prior to construction commencing. Thereafter, the Contractor shall provide all method statements detailing the construction programme, methods and associated plant. These details must be approved before construction commences. Any changes to a proposed method that could have significant environmental consequences shall be agreed upon with the Engineers Representative first, before proceeding with the change.

The boundaries of each individual active construction areas are to be determined and pegged at the initial site meeting. Since construction will occur in a working plant area, it is important to ensure that the active construction areas are fenced/barrier taped to prevent unauthorized access to the construction site. Plant operations must be informed of the proposed work and the potential dangers associated with the construction i.e. open excavations, wet cement, construction materials. Similarly, construction personnel are to be informed that encroachments into surrounding plant will carry severe penalties.

C3.4.2 Transport of Materials, Equipment and Staff to Site

This section covers the issues associated with the transport of construction material, equipment and staff to and from the site. The aim of this component is to ensure that the transport activities associated with the project do not impact significantly on the environment and the surrounding residents.

- Access to the construction sites will be via existing roads. The contractor will monitor the condition of the road in the vicinity of the construction areas and should the road be damaged due to construction activities, the road will be repaired within two days of detection/complaint/notification.
- Equipment lay-down areas and material storage areas must be discussed and agreed with the plant operations and specified in the Site Establishment Plan for each individual construction site.
- Lay-down and material storage areas must be located away from the banks of rivers to avoid any contaminated stormwater runoff from entering the rivers. In addition, stormwater diversion berms or cut-off trenches must be constructed around the lay down areas.

- All potentially hazardous materials i.e. fuels, oils and chemicals, will be stored in an acceptable manner. In addition, all hazardous material storage areas will be bunded, with a minimum of sand bags.
- In the event of a spill of construction material, either hazardous or non-hazardous, the material must be contained in an area as small as possible. The spill material must then be removed and disposed of in a legally acceptable manner. In the event of hazardous material spillage and clean-up, a safe disposal certificate will be required. In the event of a spill the Engineer must be notified immediately.
- Drivers will reduce speed and exercise caution due to pedestrians and other road users, especially in the vicinity of the construction site.
- The contractor must ensure that the roads adjacent to construction areas are kept clear at all times and not blocked by construction vehicles or equipment.

C3.4.3 Excavation and Storage

This section deals with the earthworks to be undertaken during the construction period. The aim of this component is to ensure that the area of impact due to construction is minimized and all material excavated during construction is stockpiled in an appropriate manner.

- Material excavated must be stockpiled in designated storage areas as specified in the Site Establishment Plan. Material excavated must be stockpiled in the following manner.
 - The topsoil (top 30mm of the soil) must be excavated and stockpiled separately
 - The subsoil excavated and stockpiled at prior determined location.
- Long-term stockpiles must be stabilized to at least a 1:4 slope that are not longer than 20m.
- Any blasting or jackhammer operation will be limited to times when air movement is minimal and site operating hours (at present no blasting is anticipated, however it may be necessary in areas with rocky substrates).
- Material that is excavated may either be used in final site rehabilitation or must be disposed at a suitable spoil area. The Contractor, in consultation with the Site Engineer, will identify a suitable spoil area.

C3.4.4 Construction

This section deals with the construction and associated activities on the site. The aim of this component is to manage all possible impacts that may arise during the construction.

- All activities for construction e.g. concrete production will be located away from river banks with cut-off trenches or stormwater diversion berms constructed to ensure that any contaminated run-off does not drain directly into rivers.
- All waste i.e. construction and general, generated by activities on the site will be disposed of in a waste disposal area to be designated in the Site Establishment Plan. The area is to be equipped with suitable containers i.e. skips or bins, of sufficient capacity. The contents of the skips/bins will be disposed of at a permitted waste disposal facility when they have reached capacity.
- No fires will be allowed on site. All cooking undertaken on the site must be done on gas equipment.
- The Contractor will provide temporary ablution facilities i.e. chemical toilets, for construction workers for the duration of the contract. These toilets must

be located away from the river. Workers must be warned that severe penalties will be imposed if they do not utilize the facilities provided.

- The construction site is to be kept neat and tidy i.e. good housekeeping practices to be implemented.

C3.4.5 Site Rehabilitation

This section deals with the site rehabilitation after construction is complete.

- On completion of construction, all unused material and waste must be removed from the site.
- All excavated material not utilized during the rehabilitation process must be disposed of at an appropriate spoil site.

C3.4.6 Working Hours

The construction site is located within populated rural areas, therefore all activities in the areas will be limited to between 07h00 and 17h00 during weekdays. Any work to be undertaken on weekends will be subject to the standard conditions laid down in the contract document. These working hours will be strictly enforced and no loitering of Contractor's staff will be allowed after hours, except any security personnel appointed by the Contractor. Due to the remote location of the site accommodation may be provided. The method for the hiring of labour, if required, will be confirmed during the facilitation process.

C3.4.7 Complaints

A procedure for lodging of complaints must be established and this must be communicated to the surrounding residents.

- *Within 24 hours* the Contractor will report to the Project Manager the occurrence or detection of any incident at the site, or incidental to the operation of the site which has the potential to cause, or has caused water pollution of the environment, health risks or nuisance conditions or which is a contravention of the authorization conditions.
- *Within 7 working days* (or a shorter period of time) from the occurrence or detection of any incident, an action plan will be submitted, with a detailed time schedule giving measures taken to:
 - Correct the impacts of the incident;
 - Prevent the incident from causing any further impacts; and
 - Prevent a recurrence of a similar incident.

An incident report and complaints register is to be kept and made available to the site engineer.

C3.4.8 Compliance with Environmental Specification

The contractor is deemed not to have complied with the Environmental Specifications if:

- Within the boundaries of the site, site extensions and access roads there is evidence of contravention of clauses;
- Environmental damage occurs due to negligence;
- The contractor fails to comply with corrective or other instructions issued by the Project Manager or Clerk of Works within a specified time period;
- The contractor fails to respond adequately to complaints from the public.

Application of a penalty clause will apply for incidents of non-compliance. The penalty imposed will be per incident.

C3.5. MANAGEMENT

Management of the works

The management of the site shall be in accordance with the provisions of the SABS 1200 AA Specifications.

NEWCASTLE MUNICIPALITY

BID NO: A029 – 2021/2022

PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WASTEWATER TREATMENT PLANTS AND PUMPSTATIONS MECHANICAL EQUIPMENT ON AN “AS AND WHEN REQUIRED BASIS” FOR 36 MONTHS

PART C4 : SITE INFORMATION

C4.1 INTRODUCTION

C4.1.1 Disclaimer

Amongst others, this document sets out the results and conclusions derived from some investigations and tests done on natural materials encountered along and in the general vicinity of the site.

The results of these investigations are given in good faith and there is no guarantee that these results are entirely representative of all the materials and conditions that may be encountered, the intention being to give an indication of the materials and conditions most likely to be encountered.

The results of various tests carried out on materials taken from possible sources are given in good faith and there is no guarantee that the results are entirely representative of all the materials available nor that the estimated quantities of materials are correct, the intention being to give an indication of the materials most likely to be obtained from each source.

No responsibility for any consequence arising from variations between the actual material properties and those indicated in this document will be accepted.

The specifications and contract drawings shall always overrule this section of the contract document.

C4.2 LOCATION

The wastewater treatment works, water and sewer pump stations are located with the boundaries of Newcastle Local municipality as per the attached locality Maps.

C4.3 ACCESS TO SITE

Access to the sites is along existing tar or gravel roads.

C4.4 SITE FACILITIES AVAILABLE

C4.7.1 Site Camp

The contractor will be responsible for the security of the camp site if camp site is required by the Contractor..

C4.7.2 Water

Potable water is available at the wastewater treatment plants, sewer and water pump stations for use by the Contractor during assignment as used by the Newcastle Municipality only.

C4.7.3 Electricity

Electricity is available from all the sites for use by the Contractor during assignment as issued by the Newcastle Municipality only.

C4.5 SITE FACILITIES REQUIRED

C4.8.1 Site Office

No site office for Employer's Representative is required.

C4.8.2 Toilets

Some sites have toilet facilities and some sites do not have toilet facilities. Toilet facilities which comply with the requirements of the Local Municipal Health Department must be provided at the camp site and site of Works if not available.

C4.8.3 Telephone

Communication will be in a form of telephone, cell phones and email.

