



**CIDB 2 CE**

**DESCRIPTION: THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**PROJECT NO: ERW202006/TNDR-003**

**COMPULSORY BRIEFING SESSION: 04 DECEMBER 2020 @ 13H30**

**CLOSING DATE: 08 JANUARY 2021 @ 12H00**

**FULL NAME OF BIDDER: (Bidding Entity: CC, (Pty) Ltd, Ltd, JV, Sole Proprietor etc.):**

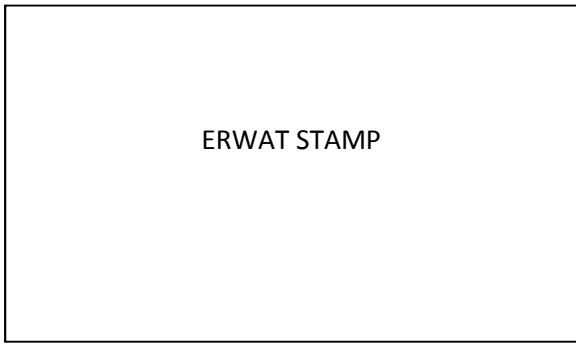
**CONTACT PERSON** : \_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

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

**BID AMOUNT (VAT INCLUSIVE)** : \_\_\_\_\_

**CENTRAL SUPPLIER DATABASE REG. NO. : M** \_\_\_\_\_



\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*



**PROJECT NO: ERW202006/TNDR-003**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**T1.1 REQUEST FOR PROPOSAL NOTICE AND INVITATION**

**TENDER NOTICE**

Bidders are hereby invited to submit tender offers for the project listed below:

PROJECT NO.	PROJECT DESCRIPTION	CIDB GRADING	CONTACT	COMPULSORY BRIEFING SESSION DATE	CLOSING DATE	TENDER COST
ERW202006/TNDR-003	THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS	2CE OR HIGHER	Sipho Mokhabela 0119297131	04 DECEMBER 2020 @ 13H30	08 JANUARY 2021 @ 12H00	R250

Tender documents will be available at its ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park or at the compulsory briefing meeting on the **04 DECEMBER 2020 at 13H30**. The Tender documents can be bought from the ERWAT head Office for a non-refundable fee of **R250** per Tender document during office hours from 08h00 -13h00 and 14h00 -16h00 weekdays.

Compulsory clarification meeting with the representative of the employer will be held at the **ERWAT HERBERT BICKLEY WASTE WATER CARE WORKS**.

Completed Tenders in ink and clearly marked "**Contract No.: ERW202006/TNDR-003 and "Contract Description: The Paving of Areas around process units at Herbert Bickley Wastewater Care Works"**" must be placed in the Tender Box, ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **12H00 on the 08 JANUARY 2021** at which hour and date the Tenders will be opened in public at ERWAT Head Office. Tenders shall remain valid for a period of 120 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

**All SCM Enquiries shall be addressed to Ms Phumzile Mdlalose at [publictenders@erwat.co.za](mailto:publictenders@erwat.co.za) and Ms. Chantel Kearns at [Chantel.kearns@erwat.co.za](mailto:Chantel.kearns@erwat.co.za). All Technical Enquiries shall be addressed to Sipho Mokhabela at [Sipho.mokhabela@erwat.co.za](mailto:Sipho.mokhabela@erwat.co.za). Tender proposals will be evaluated in terms of the Supply Chain Management Policy of ERWAT and the lowest Tender will not necessarily be accepted and the right to accept the whole or part of any Tender or not to consider any Tender not suitably endorsed is fully reserved by ERWAT.**

*Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2011, the General Condition of Contract (GCC) and, if applicable, any other special conditions of contract.*

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	<p><b><u>THE CONTRACT</u></b></p> <p><b>Part C1: Agreements and Contract Data (Yellow)</b></p> <p>C1.1 Form of Offer and Acceptance  C1.2 Contract Data  C1.3 Form of Guarantee  C1.4 Occupational Health and Safety  C1.5 Corporate Governance Breach Clause</p> <p><b>Part C2: Pricing Data (Yellow)</b></p> <p>C2.1 Pricing Instructions  C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work (Blue)</b></p> <p>C3.1 Description of Works  C3.2 Engineering  C3.3 Construction  C3.4 Procurement  C3.5 Management of Works  C3.6 Health and Safety  C3.7 Technical Specifications</p> <p><b>Part C4: Site Information (White)</b></p> <p>C4 Site Information</p>
<p><b>F1.3</b></p>	<p><b>Interpretation</b></p> <p>The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed part of these Tender conditions.</p>
<p><b>F.1.4</b></p>	<p><b>The Principal Agent is:</b></p> <p><u>Ekurhuleni Water Care Company (ERWAT)</u></p> <hr/> <p><b>The Employers' (Principal Agent) Representative is:</b></p> <p>_____</p> <p>Telephone: 011 929-7000</p> <p>E-mail Address: _____</p>

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

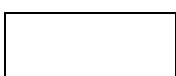
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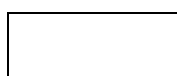
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Employer

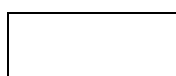
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Witness 1

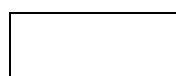
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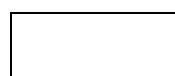
<p><b>F.1.5</b></p>	<p><b>Reject or Accept</b></p> <p>The Employer may accept or reject any variation, deviation, Tender offer, or alternative Tender offer, and may cancel the Tender process and reject all Tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a bidder for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.</p>
<p><b>F.2.1</b></p>	<p><b>CIDB Requirements</b></p> <p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for an <b>2 CE</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>2 CE</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an <b>2 CE</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. The bulk of the work for this Contract is Steel security fencing, however it also includes civil, electrical and control &amp; instrumentation aspects. Should these portions be sub-contracted, each Sub-Contractor shall have a sufficient CIDB grading in their field to cover their portion of the Contract price. An indication of the portion of the total Contract price allocated to each Sub-Contractor as well as proof of each Sub-Contractors CIDB grading shall be included in the Tenderers submissions.</li> </ol>
<p><b>F.2.2</b></p>	<p><b>Cost of Bidding</b></p> <p>Accept that the Employer will not compensate the Bidders 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</p>
<p><b>F.2.3</b></p>	<p><b>Check documents</b></p> <p>The Tenderer shall satisfy himself that the set of tender documents is complete and in accordance with the index. If any page has been omitted or duplicated, or if the script or dimensions, or anything else in the tender document is indistinct, or if doubt exists as to the meaning of any description, or if the tender document contains any obvious errors, the Tenderer shall immediately notify the Employer’s Agent accordingly, in writing, so that such discrepancy or indistinctness can be clarified and rectified, as ERWAT or the Agent will not accept any responsibility or consider any claim in connection with such discrepancy or indistinctness, which are not rectified during the tender period.</p>
<p><b>F.2.4</b></p>	<p><b>Confidentiality and copyright of documents</b></p> <p>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 proposal offer in response to the invitation.</p>

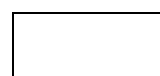
  
Contractor

  
Witness 1

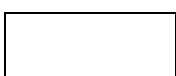
  
Witness 2

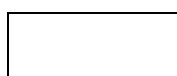
  
Employer

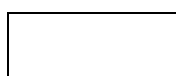
  
Witness 1

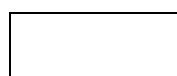
  
Witness 2

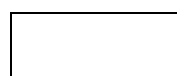
<p><b>F2.5</b></p>	<p><b>Reference Documents</b></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference</p>		
<p><b>F2.6</b></p>	<p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the Tender data, in order to take the addenda into account.</p>		
<p><b>F.2.7</b></p>	<p><b>The arrangements for a compulsory briefing/clarification meeting are:</b></p> <table border="1" data-bbox="272 656 1551 745"> <tr> <td data-bbox="272 656 722 745"> <p><b>Date: 04 DECEMBER 2020</b> <b>Time: 13:30</b></p> </td> <td data-bbox="722 656 1551 745"> <p>Location: Heidelberg Road, Plot 14, Maraisdrift, Nigel (26°26'40.37" S, 28°26'46.89" E</p> </td> </tr> </table> <p>No individual should represent more than one bidder at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification. At least one member of the JV be represented at the compulsory clarification meeting.</p>	<p><b>Date: 04 DECEMBER 2020</b> <b>Time: 13:30</b></p>	<p>Location: Heidelberg Road, Plot 14, Maraisdrift, Nigel (26°26'40.37" S, 28°26'46.89" E</p>
<p><b>Date: 04 DECEMBER 2020</b> <b>Time: 13:30</b></p>	<p>Location: Heidelberg Road, Plot 14, Maraisdrift, Nigel (26°26'40.37" S, 28°26'46.89" E</p>		
<p><b>F.2.8</b></p>	<p><b>Seek clarification</b></p> <p>Questions or queries must be submitted to the Employer at least five (5) working days before the stipulated closing date and time of the Tender. However, ERWAT shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.</p>		
<p><b>F.2.10</b></p>	<p><b>Pricing the Tender</b></p> <p>State the rates and prices in South African Rand (ZAR). <b>Please note that only firm prices would be accepted by ERWAT.</b></p>		
<p><b>F.2.11</b></p>	<p><b>Alterations to documents</b></p> <p>Bidder must not make any alterations or additions to the proposal documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder. All signatories to the Tender offer shall sign next to all such alterations. Erasures and the use of masking fluid are prohibited. Copies are not allowed, only original documents will be accepted.</p>		
<p><b>F.2.13</b></p>	<p><b>Submitting a Tender offer</b></p> <p>No late, faxed, emailed or other form of Tender will be accepted. Completed Tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked:</p> <p><b><u>“CONTRACT NO: ERW202006/TNDR-003: THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</u></b></p> <p>In addition, must be placed in Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p> <p>Accept that the tender submitted to the employer cannot be withdrawn or substituted. <b>No substitute tender offers will be considered.</b></p>		

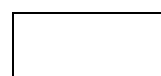
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

	All Tenders received by ERWAT will remain in the Company's possession.
<b>F.2.14</b>	<p><b>Information and data to be completed in all respects</b></p> <p>To facilitate review of this Tender by ERWAT, it is requested that submissions conform to the following format:</p> <ol style="list-style-type: none"> <li><b>Coversheet:</b> List Tender Statement, the name of your firm, and the name, address and telephone number of a contact person for questions concerning the Tender submitted.</li> <li><b>Executive Summary:</b> Provide a brief overview of the project, description of the overall approach to the project, key features of the technologies offered and an overview of the performance guaranteed.</li> <li><b>Relevant Experience and Reference Projects:</b> Information of similar sized projects completed by the Tenderer (in South Africa and worldwide) using the specific technologies requested must be provided. The referenced projects must be comparable in size, complexity and performance achieved to the tendered project. Operation and maintenance experience must also be included here.</li> <li><b>Project Team:</b> Provide a project team organogram showing the structure and composition of the proposed team. A CV highlighting the relevant project specific experience for each team member must be supplied. Permanent staff and contracted staff must be distinguished.</li> <li><b>Project Schedule:</b> A detailed project schedule must be submitted showing details with respect to the different phases of the project as well as the different aspects pertaining to engineering, procurement, construction, installation, commissioning and start up. The key milestones during the project must be indicated.</li> </ol> <p>Accept that Tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. Responsive Tenders are ONLY those Tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "<b>FORM C Authority of Signatory</b>".</p> <p>The above is to be read in conjunction with F3.11 below as well as the Project Specifications detailed in Section C3: Scope of Works.</p>
<b>F.2.15</b>	<p><b>Closing time</b></p> <p>Closing date: <b>08 JANUARY 2021</b> Closing Time: <b>12:00</b></p>
<b>F.2.16</b>	<p><b>Tender offer validity</b></p> <p>The Tender offer validity period is 120 Days.</p>
<b>F.2.17</b>	<p><b>Provide other information</b></p> <p><b>The bidders are required to submit following documents and if requested to resubmit in case if it was not initially submitted, it will result in automatic disqualification:</b></p> <ol style="list-style-type: none"> <li>(1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;</li> <li>(2) completion of MBD 2, 3.1, 4, 6.1, 6.2, 7.1, 8 and 9 forms</li> <li>(3) copy of municipal Statement or letter from landlord stating not older than 3 months</li> <li>(4) In case of Joint Venture – the Joint Venture Agreement</li> </ol>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>(5) Letter of intent to submit <b>Third Party Liability Insurance and All risk contractors insurance</b> to cover this contract</p> <p><b>NB: - Please note that non-compliance to specification may be deemed as an automatic disqualification. Service Providers must quote for all aspects as per the specification.</b></p>
<b>F.2.20</b>	<p><b>Certificates</b></p> <p>The Tenderer is required to submit with his Tender a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part C1.3 of this Tender Document.</p>
<b>F3.4</b>	<p><b>Opening of tender</b></p> <p>Tenders will be opened in public at the ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p>
<b>F3.5</b>	<p><b>Two-envelope System</b></p> <p>A two-envelope procedure will <b>NOT</b> be followed.</p>
<b>F3.6</b>	<p><b>Non-disclosure</b></p> <p>After the opening of the Tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of Tender offers and recommendations concerning the award of the Tender shall be disclosed to any other Bidder or persons not concerned with such process until the award of the Tender has been announced by ERWAT.</p>
<b>F3.9</b>	<p><b>Arithmetical errors, omissions and discrepancies</b></p> <p>ERWAT is to check BID offers for arithmetical errors in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.</p>
<b>F3.11</b>	<p><b>Evaluation of tender offers</b></p> <p>The Bidders notice is drawn to the fact that the evaluation, adjudication and awarding of this Tender will be in terms of the Supply Chain Management Policy of ERWAT and the Preferential Procurement Regulations of 2011.</p> <p>If the submitted Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrant <b>REJECTION OF THE TENDER</b>, for example:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Certified or scanned copies of Tax Clearance Certificates. (**Only valid original tax clearance certificates** must be attached to the Tender document).
- Non submission of company registration certificates.  
Pages that were to be completed being removed from the Tender document and have therefore not been submitted.
- Failure to fully complete form of offer.
- Scratching out without initialling next to the amended rates or information.
- Writing over / painting out rates / the use of Tippex or any erasable substance.
- Failure to attend compulsory briefing meetings
- The Tender has not been properly signed by a party having the authority to do so, according to the **Form C– “Authority for Signatory”**.
- No authority for signatory submitted.
- Particulars required in respect of the proposal have not been provided – non-compliance of Tender requirements and/or specifications.
- The Bidder’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.
- The Proposal has been submitted after the relevant closing date and time.
- If any municipal rates and taxes or municipal service charges owed by that Bidder or any of its directors to the company, or to any other company or municipal entity, are in arrears for more than three months (90 days).
- If any Bidder who during the last five years has failed to perform satisfactorily on a previous contract with the company or any other organ of state after written notice was given to that Bidder that performance was unsatisfactory.

**2. Good standing with SA Revenue Services**

- Determine whether an original valid tax clearance has been submitted.
- To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table in the returnable document schedule authorising ERWAT to check TCC for tender purposes only.

If the Tender does not meet the requirements contained in the ERWAT Supply Chain Policy, and the mentioned framework, it will be rejected and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

**3. Penalties**

ERWAT will, if upon investigation it is found that a preference in terms of the Preferential Procurement Policy Framework Act, 2000 and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Bidder.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from ERWAT for a period of 5 years and blacklisted on the National Treasury database of restricted suppliers.

**4. Evaluation Criteria**

ERWAT will establish a Bid Evaluation Committee (BEC) whose responsibility it is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will

Contractor

Witness 1

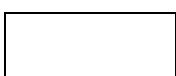
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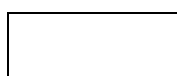
Employer

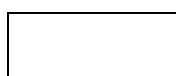
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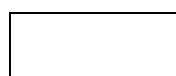
Witness 2

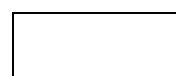
	<p>short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.</p> <ol style="list-style-type: none"> <li>1) Pre compliance evaluation to be done and pre-qualified bidders goes through for the functionality evaluation. Where some pre compliance information is not provided the ERWAT supply chain will contact the responsible bidder to submit within 5 working days and failure to do so will result in disqualification.</li> <li>2) Score Bid evaluation points for functionality and exclude all Bids that do not achieve 75% for functionality. Confirm that Bidders progressing to second stage are eligible for the preferences claimed, and if so, score Bid evaluation points for preference</li> <li>3) Score Bid evaluation points for price and preference points.</li> <li>4) Calculate total Bid evaluation points, to two decimal places.</li> <li>5) Rank Bid offers from the highest number of Bid evaluation points to the lowest.</li> <li>6) Recommend Bidders with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
	<p><b>FUNCTIONALITY CRITERIA: -</b></p> <p>Note: The minimum required score/threshold for functionality is <b>75%</b>. Bidders scoring less than <b>75%</b> on functionality shall not proceed to the next stage of the evaluation.</p> <p>Functionality criteria maximum points in respect of each criterion shall be as set out at the bottom of this table.</p> <p>All Tender submission will be evaluated by at least three evaluators against the Table below. Tenderers shall ensure that their tender submissions are sufficiently detailed and that all required information is included in their submissions. Information not provided will result in zero points awarded for the respective item.</p> <p>The minimum number of evaluation points for functionality is <b>75%</b>. Submissions that do not meet these criteria shall not be considered in further evaluations.</p> <p><b>Tender evaluation points</b></p> <p>Tender evaluation points will be allocated as per the Supply Chain Management policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 including the following:</p> <p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> <li>• the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>• the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>Preference points for this bid shall be awarded for:</p> <ol style="list-style-type: none"> <li>(a) Price; and</li> <li>(b) B-BBEE Status Level of Contribution.</li> </ol> <p>The maximum points for this bid are allocated as follows:</p>

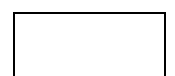
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

	<b>POINTS</b>		
	<b>PRICE</b>	80	90
	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20	10
	<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>
<p>Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.</p>			
<b>F3.17</b>	<p><b>Provide copies of the contracts</b>                  The number of paper copies of the signed contract to be provided by the Employer is <b>one</b>.</p>		
	<p><b>BID Award</b></p> <p>ERWAT requires bidders to perform work of high quality as set out in this bid.</p> <p><b>The lowest tender will not necessarily be accepted and ERWAT reserves the right to accept a tender either as a whole or in part, has the right to award the bid to more than one bidder, or not accept any bid.</b></p>		
	<p>The additional conditions of the proposal are:</p> <ol style="list-style-type: none"> <li>1) ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> <li>2) ERWAT reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations.</li> </ol>		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1.1 TECHNICAL / FUNCTIONALITY EVALUATION**

Potential service providers will have to achieve a minimum of **75 points out of 100** for their technical proposals before their financial proposals and B-BBEE status are evaluated. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.

**1.1.1 SCORING PROCESS**

The Technical /Functional Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder understood the project specifications.
- The bidders experience with similar projects.
- The suitability of the bidder’s proposed Plant and Equipment.
- The quality of the methodology proposed.

No alteration of technical/functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder’s responses would be made in writing. No interviews will be conducted in this regard.

Functionality Criteria	Maximum Number of Points
<b>Company experience</b>	
Portfolio of reference for paving projects of similar size and nature	40
Methodology and Project Understanding	15
<b>Work Plan</b>	
(Detailed Programme of works and Project associated cash flow)	25
<b>Expertise of the Key Personnel to run the project.</b>	
Team Leader Experience	10
Team Specialist Expertise	10
<b>Possible score for functionality</b>	<b>100</b>

*\*note: Functionality Evaluation Summary Sheet*

[ ]  
Contractor

[ ]  
Witness 1

[ ]  
Witness 2

[ ]  
Employer

[ ]  
Witness 1

[ ]  
Witness 2

**SCORING CRITERIA FOR CIDB CONTRACTS:**

The score for the Technical/Functionality Evaluation will be calculated in accordance with the table below:

CRITERION	CRITERION DETAILS	POINTS
<p><b>Company Experience in installation of pavement project</b></p> <p>Portfolio of evidence should be provided as Completion Certificates or Letter of reference.</p> <p><b>Note:</b> Appointment/ Award letters shall not be accepted</p>	<p><b>Portfolio of evidence should be provided with completion certificates or letters of completion for previous projects of similar nature For JVs, the lead partner to provide completion certificates.</b> Only signed completion certificates and reference letters on the letterheads of the previous client/employer with a clear description of works, contract value, contact person, and contact details of the contact person (day telephone number and company email address) will be accepted.</p> <p>5 letters or more=40 4 letters=30 3 letters = 20 2 letters=10 Less than 2 letters =0</p>	40
<p><b>Methodology and Project Understanding</b></p> <p>Detailed Comprehensive Methodology that demonstrate Project Understanding which comprises of the following 3 components:</p> <p>(1) Shows detailed explanation of how the works will be carried out. (2) Indicating tools and resources to be used for the entire project life cycle. (3) Quality Control Plan</p>	<p><b>All bidders to submit detailed methodology covering the project objectives, scope of work and deliverables and shows detailed explanation of how the works will be carried out, indicating tools and resources to be used for the entire project life cycle. Relevance and suitability of tools and processes to ensure quality control and assurance in all phases of the project. And also OHS plan</b></p> <p>Tenderer has submitted a detailed Method Statement Inclusive of all 3 components = 15</p> <p>Tenderer has submitted a detailed Method Statement Inclusive of 2 components = 10</p> <p>Tenderer has submitted the Method Statement Inclusive of 1 components = 5</p> <p>Tenderer did not submit (Methodology) = 0</p>	15
CRITERION	CRITERION DETAILS	POINTS
<p><b>Work Plan (Detailed Programme of works and Project associated cash flow)</b></p> <p>Note: Five (No5) components must be stated in writing/or be visible on a programme and cash flow spread sheet.</p>	<p><b>The bidder must clearly write/ show all these 5 components on their submission. (The bidder should not only rely on Microsoft visual illustration).</b></p> <p>1) Milestones, 2) Critical Path, 3) Resource allocation and balancing, 4) Task Dependency Map, 5) Cost Allocation, (cash flow must be in-line with the project cost and programme of works).</p> <p>Tenderer has submitted a work plan Inclusive of all 5 components = 25</p> <p>Tenderer has submitted a work plan Inclusive of all 4 components = 20</p> <p>Tenderer has submitted a work plan Inclusive of all 3 components = 15</p> <p>Tenderer has submitted a work plan Inclusive of 2 components = 10</p> <p>Tenderer has submitted a work plan Inclusive of 1 components = 5</p> <p>Tenderer did not submit (Programme of works and the cash flow) = 0</p>	25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERION	CRITERION DETAILS		POINTS
<p><b>Relevant years' Experience of Key Project Members</b></p> <p>The key project team with relevant years Expertise. The evidence should be provided for each member indicating the years and the type of projects involved in. This does not limit bidders from providing all necessary project member</p>	<p>Portfolio of evidence should be provided indicating number of years' experience on projects of similar nature as the required. The name of the project involved must be indicated and the key project designation indicated. The bidder must clearly indicate in the submitted CV's the overall experience of the key project managers</p>		
	<p><b>Team Leader Experience / Contractor Manager: with Civil Engineering Qualification (National Diploma X 1) (Certificate X 0.5)</b></p>	<p>4 years and more experience = 10</p>	<p><b>10</b></p>
		<p>2 to 3 years' experience = 5</p>	
		<p>Less than 1 year experience = 0.0</p>	
	<p><b>Foreman</b></p>	<p>4 years and more experience = 10</p>	<p><b>10</b></p>
		<p>2 to 3 year experience = 5</p>	
<p>Less than 1 year experience = 0.0</p>			
<p><b>TOTAL</b></p>	<p><b>The minimum number of evaluation points for functionality is 75</b></p>		<p><b>100</b></p>

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003  
CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY  
WASTEWATER CARE WORKS**

**T 2.1 LIST OF RETURNABLE DOCUMENTS**

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified keypositions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Bidder to induce the contract. In such event, the Employer has the discretionary right to terminate the contract.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**THE BIDDER MUST COMPLETE AND SIGN THE FOLLOWING RETURNABLE SCHEDULES:****RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

INDEX		PAGE NO
ADVERTISEMENT		
STANDARD CONDITIONS OF BIDDING		
<b>SECTION 1: ADMINISTRATIVE COMPLIANCE</b>		
<b>MBD 1</b>	INVITATION TO BID	
<b>MBD 2</b>	TAX CLEARANCE REQUIREMENTS	
<b>MBD 3.1</b>	PRICING STRUCTURE: FIRM PRICES SERVICES	
<b>MBD 4</b>	DECLARATION OF INTEREST	
<b>MBD 6.1</b>	PREFERENCE POINT SCHEDULE	
<b>MBD 8</b>	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
<b>MBD 9</b>	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
<b>FORM A</b>	MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD: Copy of Municipal Statement not older than 3 months before date of closing of bid OR Letter from landlord stating that you are renting from his/her property OR a Copy of Lease agreement and Contact details. Rates and taxes must not be in arrears for longer than 90 (ninety) days of date of closing of bid.	
<b>FORM B</b>	NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE	
<b>FORM C</b>	AUTHORITY OF SIGNATORY	
<b>FORM D</b>	FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILS OF BIDDERS BANKING INFORMATION	
<b>FORM E</b>	RECORD OF ADDENDA TO TENDER DOCUMENTS	
<b>FORM F</b>	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	
<b>FORM G</b>	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	
<b>FORM H</b>	CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS	
<b>FORM I</b>	CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER	
<b>FORM J</b>	PROGRAM OF WORKS	
<b>FORM K</b>	EXPERTISE OF THE KEY PERSONNEL	
<b>FORM L</b>	SANS/SABS/ISO CERTIFICATION OR TQM CERTIFICATION OR OTHER CERTIFICATES REQUIRED IN TERMS OF THE REGULATORY AUTHORITY AS SET OUT IN THE SPECIAL CONDITIONS OF CONTRACT	
<b>FORM M</b>	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT	
<b>FORM N</b>	COPY OF COMPANY REGISTRATION DOCUMENTS	
<b>FORM P</b>	DECLARATION FOR SUB-CONTRACTING AS CONDITION OF TENDER FOR CONTRACT BELOW R30 MILLION	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>FORM Q</b>	COMPANY PROFILE AND EXPERIENCE	
<b>FORM R</b>	TECHNICAL IMPLEMENTATION	
<b>FORM S</b>	SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE	
<b>FORM T</b>	LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE	

**Returnable Documents that will be incorporated into the contract**

<b>CONTRACT DOCUMENTS</b>		
<b>C1.1</b>	Offer Portion of Form of Offer and Acceptance	
<b>MBD 7.2</b>	CONTRACT FORM: WORKS	
	PART 1: (TO BE COMPLETED BY THE BIDDER)	
	PART 2: (TO BE COMPLETED BY ERWAT)	
<b>C1.2</b>	Contract Data (Part 2)	
<b>C1.3</b>	Form of Guarantee ( Third party Liability and All risk insurance)	

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**T2.1.1 IMPORTANT: Required Returnable Documentation:**

Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	A valid Tax Clearance Certificate/SARS issued pin		
2	Certified Copy of ID documents of owners/members/shareholders (see Bidders Information Section).		
3	Copy of Municipal Statement not older than 3 months OR Letter from landlord stating that you are renting from his/her property OR Copy of Lease agreement and Contact details (Statement and arrears should not be older than 3 months)		
4	Current Certificate of Good Standing from Compensation Commissioner		
5	Programme of Works		
6	Expertise of the Key Personnel		
7	Letter of intent to submit Third Party Liability Insurance and All Risk Contractors Insurance to cover this contract		
8	Occupational Health & Safety Plan		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**T2.1.2 Other Returnable Documents required for the evaluation**

Item	Description of Document/Proof Sought	To be completed by the Bidder: Please fill in Yes or No if Proof/ Documentation attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if Proof/ Documentation attached
1	Copy of Company/ Registration Documents (see Bidders Information Section). – Failure to submit will result in disqualification.		
2	Original or Certified copy of BBBEE Verification certificate from an accredited Verification Agency – failure to submit will result in a zero score for BBBEE Contribution Level Status points awarded.		
3	For companies: A letter from the auditors confirming shareholding percentages. – Failure to submit will result in disqualification.		
4	Certificate that there are no outstanding commitments for municipal rates and taxes for more than 30 days – failure to submit this information will result in disqualification.		
5	Listing of all government contracts awarded in the past 5 years – failure to submit this information will result in disqualification.		
6	Proof of CSD registration (Supplier number and unique reference ID) – failure to supply this information will result in disqualification. This tender may not be awarded to a person who is not registered on the CSD database.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PROJECT NO: ERW202006/TNDR-003**

**CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY  
WASTEWATER CARE WORKS**

T2.2 RETURNABLE SCHEDULES

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR ERW202006/TNDR-003: THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**CLOSING DATE: 08 JANUARY 2021**

**TIME: 12:00**

The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked "**CONTRACT NO: ERW202006/TNDR-003**" to be placed in Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.

**Bidders should ensure that bids are in the tender box at the closing time and date, including couriered documents. Any late documents will not be accepted for consideration.**

The box is generally open during office hours: 07:00 – 17:00 Mondays to Fridays.

***N.B.: Bidders must ensure that they submit the full bidding document with all the pages, all requested information completed and signed, including all supporting documents in the areas provided.***

***All bids must be submitted on the official forms – (not to be re-typed). Failure to complete the document in full may result in disqualification.***

***Bids completed in pencil, re-typed or where correction tape/fluid is used will be regarded as invalid bids.***

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications and technical proposals
2. Value for money
3. Capability to execute the contract
4. PPPFA & related regulations (including BBBEE)
5. Standard conditions of bidding
6. Special conditions of contract
7. General conditions of contract
8. Supporting documents where required

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

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

***In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner***

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

NAME OF ENTERPRISE			
PHYSICAL ADDRESS:			
POSTAL ADDRESS:			
CONTACT PERSON			
TEL NO: _____		CELL NO: _____	
FAX NO: _____		EMAIL: _____	
COMPANY REGISTRATION NUMBER:			
VAT NUMBER:		TAX REF NUMBER:	
CENTRALISED SUPPLIER DATABASE (CSD) NUMBER:		MAAA _____	
CIDB REGISTRATION NUMBER			
CIDB GRADING			
ERWAT VENDOR NUMBER (NOT COMPULSORY):			
TOTAL BID PRICE/VALUE (INC. VAT) CARRIED OVER FROM BOQ/PRICING SCHEDULE:		R _____ INCLUDING VAT	
TOTAL NUMBER OF ITEMS OFFERED			
* PREFERENCE POINTS CLAIMED AS PER FORM MBD 6.1	B-BBEE RATING [LEVEL _____]	VALID B-BBEE CERTIFICATE ATTACHED	Yes <input type="checkbox"/> No <input type="checkbox"/>
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
DISABLED [ _____ %]	WOMEN [ _____ %]	YOUTH [ _____ %]	

**\*IF YES, WHOM WAS THE CERTIFICATE ISSUED BY?**

- A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
  - A REGISTERED AUDITOR
  - A SWORN AFFIDAVIT
- (tick applicable block)*

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (SEE MBD6.1) 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?**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

NAME AND SURNAME: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**SUPPLY CHAIN BIDDING PROCEDURES:**

CONTACT PERSON: Ms. Phumzile Mdlalose

CONTACT DETAILS: (TEL) 011 929 7000 E-MAIL: [publictenders@erwat.co.za](mailto:publictenders@erwat.co.za)

**TECHNICAL QUERIES MAY BE DIRECTED TO:**

CONTACT PERSON: Mr Siphon Mokhabela

CONTACT DETAILS: (TEL) 011 929 7131 E-MAIL: [Siphon.mokhabela@erwat.co.za](mailto:Siphon.mokhabela@erwat.co.za)

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

**NEED A TAX CLEARANCE? GO ONLINE**

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: [www.sarsefiling.co.za](http://www.sarsefiling.co.za)

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

**Is your tax compliance status green?**

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance.

*Contractor**Witness 1**Witness 2**Employer**Witness 1**Witness 2*

**THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:**

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising ERWAT to check TCC for tender purposes only.

<b>TCS Details</b>	
<b>Tax payer name</b>	
<b>Trading Name</b>	
<b>Purpose of request</b>	TENDER
<b>Request Reference number</b>	
<b>PIN</b>	
<b>PIN EXPIRY DATE</b>	

**Note: Bidders may attach their Tax compliance status printout to the bidding document.**

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ duly appointed as authorised signatory holder, hereby grant **ERWAT** permission to check the TCC status of \_\_\_\_\_ and it is duly understood that the search is for tender purposes only.

\_\_\_\_\_  
**NAME AND SURNAME**

\_\_\_\_\_  
**DESIGNATION**

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

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

**FOR ERWAT OFFICE USE ONLY:**  
**VERIFIED**     YES /  NO

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PRICING SCHEDULE – FIRM PRICES**  
**(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

NAME OF BIDDER: _____	
BID NUMBER: <b><u>ERW202006/TNDR-003: THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</u></b>	
CLOSING DATE: <b><u>08 JANUARY 2021</u></b>	TIME: <b><u>12:00</u></b>

OFFER TO BE VALID FOR **ONE HUNDRED AND TWENTY CONSECUTIVE (120) DAYS** FROM THE CLOSING DATE OF BID.

---

- REQUIRED BY: **EKURHULENI WATER CARE COMPANY**
- AT: **HERBERT BICKLEY WCW**
- BRAND AND MODEL \_\_\_\_\_ OFFERED
- COUNTRY OF ORIGIN \_\_\_\_\_
- DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS? **YES/NO\***
- IF NOT TO SPECIFICATION, INDICATE DEVIATION(S) AND SUBMIT FULL TECHNICAL DETAIL AND DRAWINGS ON DEVIATIONS

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- DELIVERY PERIOD: \_\_\_\_\_ DAYS/WEEKS/MONTHS
- DELIVERY BASIS: \_\_\_\_\_ FIRM/NOT FIRM

<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> <i>Contractor</i>	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> <i>Witness 1</i>	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> <i>Witness 2</i>	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> <i>Employer</i>	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> <i>Witness 1</i>	<div style="border: 1px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> <i>Witness 2</i>
---------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------



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

**YES / NO**

If so, furnish particulars.

---

---

4.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

If so, furnish particulars.

---

---

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

**YES / NO**

If so, furnish particulars.

---

---

4.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

If so, furnish particulars.

---

---

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).
- 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 not exceed R50 000 000 (all applicable taxes included) and 80/20 preference point system shall be applicable to this tender.

1.3 Preference points for this bid shall be awarded for:

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

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

<b>POINTS</b>	
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

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

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

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Kindly tick the applicable level and points
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contribution: = (maximum of 20 points)

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

**7. SUB-CONTRACTING**

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

*(Tick applicable box)*

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted \_\_\_\_\_%?

ii) The name of the sub-contractor \_\_\_\_\_

iii) The B-BBEE status level of the sub-contractor \_\_\_\_\_

iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

**7.1.2 BIDDERS DECLARATION FOR SUB-CONTRACTING A MINIMUM OF 30% OF THE VALUE OF THE CONTRACT TO EITHER OR ALL OF THE FOLLOWING ADVANCED DESIGNATED GROUPS:**

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

NO.	ADVANCE DESIGNATED GROUPS	BBBEE LEVEL	SIGNATURE
1	a EME or QSE which is at least 51% owned by black people and/or;		
2	a EME or QSE which is at least 51% owned by black people who are youth and/or;		
3	a EME or QSE which is at least 51% owned by black people who are women;		
4	a EME or QSE which is at least 51% owned by black people who are physically challenged;		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: \_\_\_\_\_

8.2 VAT registration number \_\_\_\_\_

8.3 Company registration number: \_\_\_\_\_

**8.4 TYPE OF COMPANY/ FIRM**

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

*[TICK APPLICABLE BOX]*

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

*[TICK APPLICABLE BOX]*

**8.7 MUNICIPAL INFORMATION**

Municipality where business is situated: \_\_\_\_\_

Registered Account Number: \_\_\_\_\_

Stand Number: \_\_\_\_\_

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

**WITNESSES:**

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

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

DATE: \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE(S) OF BIDDER(S)**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

**NB – BIDDERS MUST TAKE NOTE THAT ERWAT ONLY ACCEPTS THE FOLLOWING FORMATS OF SWORN AFFIDAVIT FOR EME’S OR QSE’S WHERE YOUR ANNUAL TURNOVER IS LESS THAN R10 MILLION.**

**NO SWORN AFFIDAVITS WILL BE ACCEPTED WHERE A BEE CERTIFICATE HAS BEEN ISSUED TO A BIDDER.**

**WHERE A BEE CERTIFICATE AND SWORN AFFIDAVIT HAS BEEN ATTACHED, THE ORIGINAL OR CERTIFIED BEE CERTIFICATE WILL TAKE PRESENDEANCE AND POINTS WILL BE AWARDED BASED ON THE CERTIFICATE ONLY.**

**Please note that that the form is completed only once annually, as the certificate is valid for a period of one year from date of signature of affidavit.**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PART A - SWORN AFFIDAVIT: B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

- I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_% black owned;
  - The enterprise is \_\_\_\_\_% black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

**Deponent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Commissioner of Oaths Signature & Stamp:** \_\_\_\_\_

**COMMISSIONER OF OATHS STAMP**

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

**PART B - SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

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

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

- I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (Fifty Million Rands);
  - The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) \_\_\_\_\_ of the **DTI** Codes of Good Practice.
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**.

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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

**Deponent Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Commissioner of Oaths Signature & Stamp:** \_\_\_\_\_

**COMMISSIONER OF OATHS STAMP**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <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 company / municipal entity, or to 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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME \_\_\_\_\_)

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

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

---

**SIGNATURE ON BEHALF OF BIDDER**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**DESCRIPTION: THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**PROJECT NO: ERW202006/TNDR-003**

in response to the invitation for the bid made by:

**EKURHULENI WATER CARE COMPANY (ERWAT)**

(Name of Municipality/Entity)

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

I certify, on behalf of \_\_\_\_\_ (Name of Bidder) that:

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

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

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 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

\_\_\_\_\_  
**POSITION**

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

**Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:**

<b>( TO BE COMPLETED BY THE LANDLORD)</b>		
Name of the Landlord:		
Property Physical Address:		
<b>Please tick below</b>	<b>Yes</b>	<b>No</b>
Rental:                      in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Municipal services:      in arrears for more than 3 months	<input type="checkbox"/>	<input type="checkbox"/>
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE**

CONFIRMATION OF CSD VENDOR INFORMATION		
1	VENDOR NAME	
2	CSD APPROVED NUMBER	M _____
3	COMPANY REG NUMBER	
4	COMPANY TAX NUMBER	
5	COMPANY VAT NUMBER	
6	COMPANY BEE LEVEL	
7	CONTACT PERSON	
8	OFFICE TEL. NUMBER	
9	OFFICE FAX NUMBER	
10	E-MAIL ADDRESS	
11	CELL NUMBER	

I, \_\_\_\_\_ in my capacity as \_\_\_\_\_ being the

authorized signatory, hereby declare that the above information is true and correct.

\_\_\_\_\_  
**AUTHORISED SIGNATORY DESIGNATION**

\_\_\_\_\_  
**NAME AND SURNAME**

\_\_\_\_\_  
**RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT**

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

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

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**AUTHORITY OF SIGNATORY TO SIGN BIDS**

The bid shall be signed by a person duly authorised thereto and the following is applicable:

Company: A resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.

Close Corporation: A resolution by its members authorizing a member or other official of the corporation to sign the documents on each member’s behalf.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorization shall be included in the bid.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

Details of person responsible for Bid Document process:

Name : .....

Contact number : .....

Office address : .....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS**

---

"By resolution of the board of directors passed on (date) \_\_\_\_\_

Prof./Dr/Mr/Ms \_\_\_\_\_

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

\_\_\_\_\_  
(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_

IN HIS CAPACITY AS \_\_\_\_\_

DATE \_\_\_\_\_

FULL NAMES OF SIGNATORY \_\_\_\_\_

- AS WITNESSES:
- 1. \_\_\_\_\_
  - 2. \_\_\_\_\_

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

**PRO-FORMA FOR JOINT VENTURES:  
Certificate of Authority for Joint Ventures**

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....
		Signature: ..... Name: ..... Designation: .....

**N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILS OF BIDDERS BANKING INFORMATION**

**Notes to Bidder:**

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

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

**Signature on behalf of Bidder**

**N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**FORM F**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on \_\_\_\_\_ 20 \_\_\_\_\_,

Mr//Ms \_\_\_\_\_ whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of

**SIGNED ON BEHALF OF THE COMPANY** : \_\_\_\_\_

**IN HIS/HER CAPACITY AS** : \_\_\_\_\_

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

**SIGNATURE OF SIGNATORY** : \_\_\_\_\_

**WITNESS:** \_\_\_\_\_ **WITNESS:** \_\_\_\_\_

**NAME (in capitals):** \_\_\_\_\_ **NAME:** \_\_\_\_\_

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**FORM G**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT /PLAN (WHERE APPLICABLE)**

[Empty signature box]

*Contractor*

[Empty signature box]

*Witness 1*

[Empty signature box]

*Witness 2*

[Empty signature box]

*Employer*

[Empty signature box]

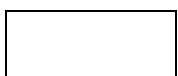
*Witness 1*

[Empty signature box]

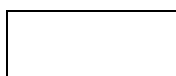
*Witness 2*

**FORM H**

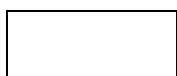
**CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS**



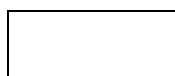
*Contractor*



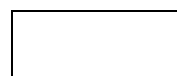
*Witness 1*



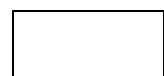
*Witness 2*



*Employer*

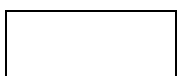


*Witness 1*



*Witness 2*

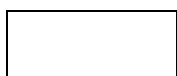
CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER



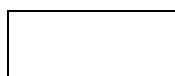
*Contractor*



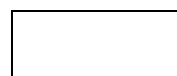
*Witness 1*



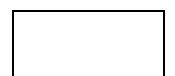
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

**PROGRAMME OF WORKS**

**Work Plan**

**(Detailed Programme of works and Project associated cash flow)**

Note: For programme and cash flow:

Five (No5) components must be stated in writing/or be visible on a programme and cash flow spreadsheet;

- (1) Milestones,
- (2) Critical Path
- (3) Resource allocation
- (4) Task dependency map
- (5) Monthly project cash flow, (cash flow must be in-line with the project cost and programme of works).

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**EXPERTISE OF THE KEY PERSONNEL**

1. **Personnel / Individual adequacy:** Portfolio of evidence (CV) should be provided. Indicating similar projects / jobs by Team leader, middle manager and supervisors.
2. **Qualifications;** Portfolio of evidence should be provided for the key staff with supporting Qualifications and detailed **organogram**

The tenderer shall state below what project personnel will be available for this contract.

**(Note:** Failure to provide shall lead to technical non-compliance and therefore automatic disqualification)

Position on this contract	Name	Qualifications	No. of relevant experience

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Position on this contract	Name	Qualifications	No. of relevant experience

**SIGNATURE ON BEHALF OF BIDDER**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS**

**INCLUDE STANDARDS SECTION**

- 1. CIDB GRADING 2 CE
- 2. SANS 1200
- 3. SABS Certificates

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT**

[Signature Box]

*Contractor*

[Signature Box]

*Witness 1*

[Signature Box]

*Witness 2*

[Signature Box]

*Employer*

[Signature Box]

*Witness 1*

[Signature Box]

*Witness 2*

**COPY OF COMPANY REGISTRATION DOCUMENTS**

1. **For Closed Corporations**

CK1 or CK2 or CK9 as applicable (Founding Statement).

2. **For Companies:**

- A letter from the auditors confirming shareholding percentages or
- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- As well as the documents in MBD 1, MBD 6.1, Form C and Form D of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One-person Business / Sole trader/Sole Proprietor**

- Certified Copy of ID

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT FOR A CONTRACT BELOW R 30 MILLION**

**(Note: Attach under Appendix on the proposal document and mark FORM O)**

Regulation 4 of the Preferential Procurement Policy Act, 2000 (Act 5 of 2000) – Preferential Procurement Regulations, 2017 provides the following:

**1. Pre-qualification criteria for preferential procurement:**

*“4. (1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-*

- (a) a tenderer having a stipulated minimum B-BBEE status level of one contributor;*
- (b) an EME or QSE;*
- (c) a tenderer subcontracting a minimum of 30% to-*
  - (i) an EME or QSE which is at least 51% owned by black people;*
  - (ii) an EME or QSE which is at least 51% owned by black people who are youth;*
  - (iii) an EME or QSE which is at least 51% owned by black people who are women;*

*(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.”*

**2. Bidders attention is drawn to the definitions applicable to this section as set out in the MBD 6.1 form.**

**3. BIDDERS DECLARATION FOR SUB-CONTRACTING A MINIMUM OF 30% OF THE VALUE OF THE CONTRACT TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:**

NO.	ADVANCE DESIGNATED GROUPS	BBBEE LEVEL	SIGNATURE
1	a EME or QSE which is at least 51% owned by black people and/or;		
2	a EME or QSE which is at least 51% owned by black people who are youth and/or;		
3	a EME or QSE which is at least 51% owned by black people who are women;		
4	a EME or QSE which is at least 51% owned by black people who are physically challenged;		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**4. DETAILS OF THE SUB-CONTRACTING PARTY:**

- Name of the sub-contractor: \_\_\_\_\_
- Sub-contracting company registration number: \_\_\_\_\_
- Rates and taxes not older than 3 months attached: **Yes/No**
- MBD 4 of contracting party attached: **Yes/No**
- BBBEE Level: \_\_\_\_\_ (Certified or original to be attached)
- CSD number: MAAA\_\_\_\_\_

**5. LIST OF NATIONAL TREASURY ACCREDITED SUPPLIERS:**

A list of all suppliers registered on a database approved by the National Treasury is available from National Treasury's Centralised Supplier Database at: [www.cd.org.za](http://www.cd.org.za).

Kindly contact the Supply Chain Unit should you require any assistance relating to the extraction of the data.

**6. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the advanced designated groups claimed, based on the B-BBE status level of contribution indicated above 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. In the event of a contract being awarded as a result of advanced designated groups claimed as shown in paragraph 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iii. If the B-BBEE status level of the advanced designated groups 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**WITNESSES:**

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

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

DATE: \_\_\_\_\_

<hr/> <b>SIGNATURE(S) OF BIDDER(S)</b>
----------------------------------------

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF BIDDER**

\_\_\_\_\_  
*Contractor*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

\_\_\_\_\_  
*Employer*

\_\_\_\_\_  
*Witness 1*

\_\_\_\_\_  
*Witness 2*

**COMPANY PROFILE AND EXPERIENCE**

1. Attach company profile
2. Company experience in similar projects; Portfolio of evidence should be provided with five (5) completion certificate or / JV the lead partner to provide 5 completion certificate for similar projects). Number of letters to be used and interpolated if less than five (5). **Appointment letters shall not be accepted.**

**Note to tenderer:**

The tenderer shall enter in the spaces provided below a complete list of the last ten similar contracts awarded to him.

Employer (Name, Tel No. & Fax No.)	Nature of Work	Value of Work	Year Completed

---

**SIGNATURE ON BEHALF OF BIDDER**

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**TECHNICAL IMPLEMENTATION**

1. Technical Implementation and Work Methodology: Provide clear method statement / proposal on approaching the job. Technicality of work to be in line with the scope and the BOQ. Full method statement including plant to be utilised, etc.
2. Quality Plan: Provide a detailed plan covering the aspects of the scope of work

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*







**PROJECT NO: ERW202006/TNDR-003  
CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER  
CARE WORKS**

**C. AGREEMENTS AND CONTRACT DATA**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- MBD 7.2 Contract Forms: Works
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety
- C1.5 Corporate Governance Breach Clause

**Part C2: Pricing Data**

- C2.1 Pricing Instructions

**Part C3: Scope of Work**

- C3.1 Scope of Work

**Part C4: Site Information**

- C4 Site Information

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003**  
**CIDB: 2 CE**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**C1 AGREEMENTS AND CONTRACT DATA**

**Part C1: Agreements and Contract Data**

- C1.1 Form of Offer and Acceptance
- MBD 7.2 Contract Forms: Works
- C1.2 Contract Data
- C1.3 Form of Guarantee
- C1.4 Occupational Health and Safety
- C1.5 Corporate Governance Breach Clause

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter in contract in respect of the following works: **“PROJECT NO: ERW202006/TNDR-003 and CONTRACT DESCRIPTION: THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS”**

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

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

**THE OFFERED TOTAL FOR ALL THE WORKS (THE PRICES INCLUSIVE OF VALUE ADDED TAX) IS:**

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

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

Signature(s) .....  
Name(s) .....  
Capacity .....  
For the Bidder .....  
(Name and address of organisation)

Name & Signature  
Of Witness .....  
Name Date

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**ACCEPTANCE**

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

The terms of the contract are contained in:

- o Agreements and Contract Data (which includes this Agreement)
- o Pricing Data
- o Scope of Work
- o Site information

And drawings and documents or parts thereof, which may be incorporated by reference into above stated terms.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness ..... Date .....

Name

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCHEDULE OF DEVIATIONS**

**Notes:**

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

**1 Subject** .....

Details .....

.....

**2 Subject** .....

Details .....

.....

**3 Subject** .....

Details .....

.....

**4 Subject** .....

Details .....

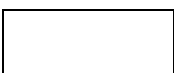
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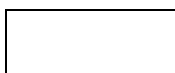
**5 Subject** .....

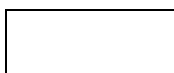
Details .....

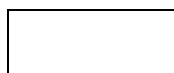
.....

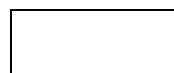
By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance. It

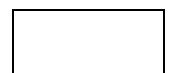
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER:**

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

**FOR THE EMPLOYER**

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder .....  
(Name and address of organisation)

Name & Signature

Of Witness .....  
Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**MBD7.1**

**BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) \_\_\_\_\_ in accordance with the requirements and specifications stipulated in bid number **ERW202006/TNDR-003** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

**NAME (PRINT)** \_\_\_\_\_

**CAPACITY** \_\_\_\_\_

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

**NAME OF FIRM** \_\_\_\_\_

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

WITNESSES	
1	_____
2	_____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**CONTRACT FORM: PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)**

1. I \_\_\_\_\_ in my capacity as \_\_\_\_\_ accept your bid under reference number: **ERW202006/TNDR-003** dated \_\_\_\_\_ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	<i>Kindly refer to the pricing schedule/BOQ</i>				

4. I confirm that I am duly authorized to sign this contract.

**NAME (PRINT)** \_\_\_\_\_

**CAPACITY** \_\_\_\_\_

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

**NAME OF FIRM** \_\_\_\_\_

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

WITNESSES	
1)	_____
2)	_____

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

## 1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works *General Conditions of Contract 2015 (GCC 2015, Third Edition)*"

Documents can be ordered from SAICE who can be contacted through their website [www.saice.org.za](http://www.saice.org.za). Physical address: SAICE House, Block 9, Thorn hill Office Park, Bekker Street, Midrand, Johannesburg. Telephone number: (011) 805 5947.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

### AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

#### DATA PROVIDED BY THE EMPLOYER

Clause	Data
	<b>Definitions</b> The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
<b>SCC 1.1.1.13</b>	The Defects Liability Period is <b>12</b> months from the date of the Certificate of Completion.
<b>SCC 1.1.1.14</b>	The Overall Works shall be completed within <b>3</b> months from the commencement date.
<b>SCC 1.1.1.15</b> <b>1.2.1.2</b>	The Name of the Employer is <b>ERWAT</b> The address of the Employer is: <b>The Managing Director</b> ERWAT Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit) Kempton Park Telephone: 011 929 7000
<b>1.1.1.16</b>	The Name of the Principal Agent is <b>ERWAT</b>
<b>1.1.1.17</b>	The Name of the Employer's Representative is PROJECT MANAGER:
<b>1.2.1.2</b>	The address of the Engineer is: SNR ENGINEERING MANAGER Telephone: 011 929 7000

Contractor

Witness 1

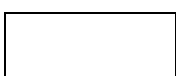
Witness 2

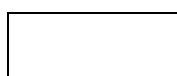
Employer

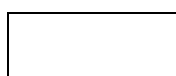
Witness 1

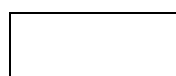
Witness 2

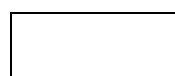
Clause	Data
SCC 1.1.1.26	The Pricing Strategy is a Re-measurement Contract
SCC 3.2.3	<p><b>Add the following:</b></p> <p>Approval of the Employer is required for;</p> <p>i). Cessions – issuing of cessions by the Contractor is expressly prohibited except if and when prior written approval of the Employer under the signature of the Municipal Manager for the issue of the cession has been requested and obtained</p> <p>ii). Use of contingencies – for all items for which rates have not been approved in terms the contract.</p> <p>iii). Extension of Time – extension of time can only be granted by the Employer.</p>
SCC 4.1.2	<p><b>Add the following:</b></p> <p>“When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended”</p>
SCC 4.4.1	<p><b>Add the following:</b></p> <p>The Contractor is to submit to the Employer’s Agent in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> <li>▪ Previous experience</li> <li>▪ Work which will be sub-contracted to him/her</li> <li>▪ Approximate value of the work to be sub-contracted (<i>Refer to Form P- minimum of 30% of the contract value to be sub-contracted</i>)</li> </ul> <p>Before the Employer’s Agent in terms of Clause 6.10 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction works (2015, Third Edition), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:</p> <ul style="list-style-type: none"> <li>▪ Informs the Employer’s Agent in writing that he has reasonable cause for withholding or refusing such payment; and</li> <li>▪ Submits to the Employer’s Agent reasonable proof that he has so informed such sub-contractor in writing.</li> </ul>
SCC 4.9.1	<p><b>Add the following:</b></p> <p>“All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.</p> <p>Should any equipment, in the opinion of the Employer’s Agent, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer’s Agent may instruct the Contractor to replace such equipment.”</p>
SCC 5.3.1	<p><b>Add the following to 5.3.1:</b></p> <p>The documentation required before Commencement of the Works are:</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety Plan (Refer to Cl. 4.3)</li> <li>• Initial Programme (Refer to Cl. 5.6)</li> <li>• Insurances (Refer to Cl. 8.6)</li> </ul>

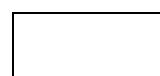
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

Clause	Data
SCC 5.3.1	<b>Add the following:</b> Commencement of the Works shall be within 1 day from the Commencement Date.
SCC 5.3.3	<b>Add the following:</b> The time to the documentation required before Commencement of the Works execution is 21 days
SCC 5.4.1	<b>Add the following:</b> The Commencement Date shall be the date the contractor is given possession of site.
SCC 5.8.1	<b>Add the following:</b> The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 18 December 2020 and ends on 11 January 2021.
SCC 5.12	<b>Add the following:</b> A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days.
SCC 5.12.2.1	<b>Add the following:</b> Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:  $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to</p>

Contractor

Witness 1

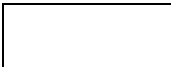
Witness 2

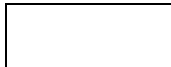
Employer

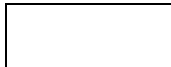
Witness 1

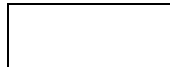
Witness 2

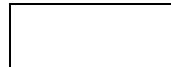
Clause	Data
	<p>subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
<p><b>SCC 5.13.1</b></p>	<p><b>Add the following:</b></p> <p>The penalty for failing to complete the works is: <b>Penalty</b> = Contract Value x <math>\frac{0.2}{100}</math> per day.                      = Contract Value x 0.2% per day</p>
<p><b>SCC 6.2.2</b></p>	<p><b>Add the following:</b></p> <p>The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 10 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works.“</p>
<p><b>SCC 6.9.1</b></p>	<p>All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client’s Representatives approval of such material must be gained before use thereof.</p>
<p><b>SCC 6.10.1.5</b></p>	<p><b>Add the following:</b></p> <p>The percentage advance on materials not yet built into the Permanent Works but received on site is <b>80 %</b>.</p>
<p><b>SCC 6.10.3</b></p>	<p><b>Add the following:</b></p> <p>The percentage retention on the amounts due to the Contractor is <b>10%</b>.</p>
<p><b>SCC 6.10.3</b></p>	<p><b>Add the following:</b></p> <p>The limit of retention money is <b>10 %</b> of the contract value.</p>
<p><b>SCC 7.2.1</b></p>	<p><b>Add the following:</b></p> <p>All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Employer’s Agents approval of such material must be gained before use thereof.</p>
<p><b>SCC 8.6.1.5</b></p>	<p><b>Add the following:</b></p> <p>In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:</p>

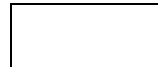
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

Clause	Data
	<b>Add to 8.6.1.</b> The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.
<b>SCC 8.6.1.1.2</b>	<b>Add the following:</b> The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>SCC 8.6.1.3</b>	<b>Add the following:</b> The limit of indemnity for liability insurance is 10 % of contract value. Public Liability Insurance to a minimum of R1 million to be provided.

*Contractor*

*Witness 1*

*Witness 2*


*Employer*


*Witness 1*


*Witness 2*


**PART 2: DATA PROVIDED BY THE CONTRACTOR**


Sub- Clause	Data
1.1.17	<p>The Contractor is:</p> <p>Name: .....</p> <p>The Address of the Contractor is:</p> <p>Address (physical): ..... ..... .....</p> <p>Address (postal): ..... .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p>
1.1.22	<p>Contractors Representative</p> <p>Name: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p>


  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*

**C1.3 FORM OF GUARANTEE**

**FORM OF GUARANTEE**

**PROJECT NO: ERW202006/TNDR-003  
CIDB: 2 CE**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

WHEREAS .....

at .....  
(Hereinafter referred to as "the Employer")

Entered into, on the ..... day of ..... 20 ....., at .....

a Contract with .....

at .....  
(Hereinafter referred to as "the Contractor")

for the construction of .....

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

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
4. Our total liability hereunder shall not exceed the sum of (R .....).
5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

.....

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

As witnesses:

- 1. .... Signature
- 2. .... Signature

Duly authorised to sign on behalf of.....

Address

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

.....  
*Contractor*

.....  
*Witness 1*

.....  
*Witness 2*

.....  
*Employer*

.....  
*Witness 1*

.....  
*Witness 2*

**C1.4 OCCUPATIONAL HEALTH AND SAFETY**

**AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT IS made at .....

on the ..... day of ..... in the year .....

Between EAST RAND WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one part, herein represented by .....

In his capacity as .....

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the provisions of Act No 7 of 1998,

and .....

(hereinafter called "the Mandatory") of the other part, herein represented by .....

.....

in his capacity as .....

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz **THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS** and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
  - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2015 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
  - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
  - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) Section 8 : General duties of Employers to their employees
- (ii) Section 9 : General duties of Employers and self-employed persons to persons other than employees
- (iii) Section 37 : Acts or omissions by employees or mandatories
- (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement

(b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.

5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.

6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness, hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER : .....

Witness .....

Witness .....

(Name) .....

(Name) .....

(Print) .....

(Print) .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SIGNED FOR AND ON BEHALF OF THE MANDATORY : .....

Witness .....

Witness .....

(Name) .....  
(Print)

(Name) .....  
(Print)

[Signature box]

Contractor

[Signature box]

Witness 1

[Signature box]

Witness 2

[Signature box]

Employer

[Signature box]

Witness 1

[Signature box]

Witness 2

**ANNEXURE A**

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on ..... 20.....,  
Mr//Ms ..... whose signature  
appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of .....

SIGNED ON BEHALF OF THE COMPANY : .....

IN HIS/HER CAPACITY AS : .....

DATE : .....

SIGNATURE OF SIGNATORY : .....

WITNESS : ..... WITNESS : .....

NAME (in capitals): ..... NAME : .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C1.5 CORPORATE GOVERNANCE BREACH CLAUSE**

1. Ekurhuleni Water Care Company (“ERWAT”) requires [insert name of company] (“the Company”) to comply, mutatis mutandis with the Code contained in the King III Report and Code of Good Corporate Governance (below “the Code”) for the term of this Agreement and any extension thereof.
2. The Company irrevocably undertakes and agrees that it will, mutatis mutandis, comply with the Code for the term of this Agreement and any extensions thereof.
3. The Company acknowledges and agrees that:
  - 3.1 It is essential that the Company complies with the Code, in order to discharge all of its obligations under and in terms of the Agreement in a proper, efficient and professional manner, and
  - 3.2 ERWAT will be prejudiced and may suffer damages in the event of the Company failing to comply with the Code.
4. The Company shall be required, within seven (7) days of the end of each calendar month during the term of this Agreement (and any extensions thereof), to furnish ERWAT with a written certificate, signed by the directors of the Company [alternatively members of the Close Corporation], certifying that the Company has complied with the provisions of the Code during the preceding months.
5. ERWAT shall have the right, without assigning any reason therefore and at any time, to appoint either the Institute of Directors of South Africa or a firm of chartered accountants or attorneys, to conduct an audit of the business and affairs of the Company in order to ascertain whether the Company is indeed complying with the terms of the Code. To this end, the Company irrevocably undertakes and agrees to co-operate fully with the party conducting such investigation for and on behalf of ERWAT and to make available to such party all such documentation and all such information as the investigation party may require to fully discharge its obligations under and in terms hereof and to report fully to ERWAT. In the event of it being found that the Company is not complying with the Code, then ERWAT shall be entitled to (a) regard this as a breach of the agreement and (b) recover the costs of the investigation, on an attorney and client basis, from the Company. In the event of it being found that the Company is, in fact, discharging its obligations under and in terms of the Code, then ERWAT shall bear the costs incurred in such investigation. In either of the afore going events, the Company shall be entitled to receive a copy of the written report once same has been concluded by the investigating party.
6. In the event of the Code being replaced with another Code (or similar document), then such replacement document shall replace the Code and a reference to the Code shall be deemed to be a reference to such replacement document. The reference to the Code shall be deemed to include any statutory codification of directors’ obligations and duties which may be enacted in the Republic of South Africa at any time in the future.
7. In entering into this Agreement, the Company represents and warrants to ERWAT that it is familiar with the Code, that it fully understands and appreciates the rights, obligations and recommendations therein contained and agrees to be bound thereby as herein recorded.

Initial: \_\_\_\_\_

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003  
CIDB: 2CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER  
CARE WORKS**

**C2 PRICING DATA**

- C2.1 Pricing Instructions
- C2.2 Schedule of Quantities

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003**

**CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**C2.1 PRICING INSTRUCTIONS**

- 1 The applicable Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

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

Should the Tenderer group a number of items together and Tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the applicable Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the applicable Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

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

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

- mm = millimetre
- m = metre
- km = kilometre

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 11 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
12. **Rates tendered for BOQ items are deemed to include for all required tools, equipment, plant, materials, labour and supervision necessary to complete that bill item. Off cuts and wastage are to be included in the tendered rate.**
13. Mistakes made by the Tenderer in completion of the BOQ shall not be erased or covered with correcting fluid. A line shall be drawn through the incorrect entry and the correct entry shall be written above the deletion and initialled by the Tenderer. Failure to observe this Condition may lead to the Tender being disqualified.
14. By nature, a Design and Build Contract BOQ will contain a significant amount of sums. In order to facilitate payment during the Design Build period, it is in the Contractors interest to append a detailed Bill of Quantity for each sum detailing what the sum is made up of.
15. Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.
16. **Crossing-out of allocated Provisional Sums on the Bill of Quantities shall lead to disqualification of the Bidder.**
17. **The actual work shall be re-measurable during construction.**  
 "Re-measurement Contract" means the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PROJECT NO: ERW202006/TNDR-003**  
**CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER  
CARE WORKS**

**C2.2 SCHEDULE OF QUANTITIES**

<b>ERWAT</b> <b>CONTRACT NO. ERW202006/TNDR-003</b> <b>THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</b>					
<b>SECTION 1 : SITE ESTABLISHMENT, DE-ESTABLISHMENT &amp; P &amp; G's</b>					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>1</b>	<b>SECTION 1 : SITE ESTABLISHMENT, DE-ESTABLISHMENT &amp; P &amp; G's</b>				
1.1	(a) Site establishment *The rate should cater for the Office & Store Containers, Ablution facilities, Safety Signage and Office furniture for the duration of the project	Sum	1		
1.2	(b) Site De-establishment	Sum	1		
1.3	c) P & G's				
1.3.1	i. Project Management	Sum	1		
1.3.2	ii. Travelling	Sum	1		
1.3.3	iii. Cost of survey in terms of the land-surveying act.	Sum	1		
1.3.4	iv. Sundries	Sum	1		
1.3.5	v. Provision of testing requested by the Client by an approved independent laboratory including travelling expenses and supply of a certified copy of test results	P. Sum	R5000.00		R 5 000.00
1.3.6	vi. Handling costs and profit in respect of (c-iv) above	%		R 5 000.00	
1.3.7	vii. Close Out Report *The rate should cater for the As-Built drawings	Sum	1		
1.4	d) Safety Related items				
1.4.1	i. Submission of the Safety File	Sum	1		
1.4.2	ii. Induction of Staff i.e. Provision of inoculations to staff (Waste water treatment plant environment related)	Sum	1		
1.4.3	iii. Provision of a Health and Safety Representative	Sum	1		
<b>TOTAL AMOUNT OF SECTION 1 CARRIED FORWARD TO SUMMARY OF SCHEDULES</b>					

ERWAT CONTRACT NO. ERW202006/TNDR-003 THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS					
SECTION 2 : AREA 1					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	<b>SECTION 2 : AREA 1</b>				
2.1	<b>EARTHWORKS</b>				
2.1.1	Site clearance				
2.1.1.1	Clearing and grubbing *All rubble and spoil to be removed and disposed at an approved Waste disposal site or Land Fill site. Transport and dumping costs for the disposal of rubble and spoil to be included in the clearance rates.	m <sup>2</sup>	1215		
2.1.2	Excavations				
2.1.2.1	Excavation of top soil up to an average depth of 250mm below the ground surface level	m <sup>3</sup>	304		
2.1.2.2	Ripping and levelling out of the pavement bed breaking down oversize material, adding suitable material where necessary	m <sup>2</sup>	1215		
2.1.2.3	Compaction of the pavement bed to 93% of modified AASHTO density	m <sup>2</sup>	1215		
2.2	<b>PAVING LAYERS</b>				
2.2.1	Sub-base Course				
2.2.1.1	Selected imported G7 (C3 after stabilisation) natural gravel in 150mm layers and spread, level, water and compact to 95% modified AASHTO density	m <sup>3</sup>	182		
2.2.1.2	Stabilising with ordinary portland cement at the rate of 3% by mass.	Bags	45		
2.2.1.3	Provision and application of water for curing	kl			
<b>TOTAL CARRIED FORWARD TO NEXT PAGE</b>					

<p style="text-align: center;"><b>ERWAT</b>  <b>CONTRACT NO. ERW202006/TNDR-003</b>  <b>THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</b></p>					
<b>SECTION 2 : AREA 1</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	BROUGHT FORWARD FROM PREVIOUS PAGE				
2.2.2	Base Course				
2.2.2.1	Spraying of Approved brand of anti-termite soil poison & weedkiller with guarantee of ten years.	m <sup>2</sup>	1 215		
2.2.2.2	Laying and spreading of 30mm (thickness after final compaction) clean river sand	m <sup>3</sup>	36		
2.2.3	Paving				
2.2.3.1	221 x 110 x 80mm thick "Infraset Craz 'E' G-Blok", or equal approved, grey colour interlocking precast concrete blocks 1:6 cement grout swept & watered into joints between roadstones:	m <sup>2</sup>	1 215		
<b>2.3</b>	<b>SUNDRIES</b>				
2.3.1	30Mpa/19mm Concrete edge beam size 150 x 150mm deep finished smooth on all exposed surfaces to a uniform dense finish with one top corner having a 25 x 25mm chamfer with and including closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 6m centres and saw cut construction joints and sealant at 2m centres including all necessary excavation, backfilling, cutting into paving, formwork, dowels, etc.	m	160		
<b>TOTAL AMOUNT OF SECTION 2 CARRIED FORWARD TO SUMMARY OF SCHEDULES</b>					

<b>ERWAT</b> <b>CONTRACT NO. ERW202006/TNDR-003</b> <b>THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</b>					
<b>SECTION 3: AREA 2</b>					
ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>3</b>	<b>SECTION 3: AREA 2</b>				
<b>3.1</b>	<b>EARTHWORKS</b>				
3.1.1	Site clearance				
3.1.1.1	Clearing and grubbing *All rubble and spoil to be removed and disposed at an approved Waste disposal site or Land Fill site. Transport and dumping costs for the disposal of rubble and spoil to be included in the clearance rates.	m <sup>2</sup>	300		
3.1.2	Excavations				
3.1.2.1	Excavation of top soil up to an average depth of <b>250mm</b> below the ground surface level	m <sup>3</sup>	53		
3.1.2.2	Excavation of top soil up to an average depth of <b>600mm</b> below the ground surface level	m <sup>3</sup>	54		
3.1.2.3	Ripping and levelling out of the pavement bed breaking down oversize material, adding suitable material where necessary	m <sup>2</sup>	300		
3.1.2.4	Compaction of the pavement bed to 93% of modified AASHTO density	m <sup>2</sup>	300		
<b>3.2</b>	<b>PAVING LAYERS</b>				
3.2.1	Sub-base Course				
3.2.1.1	Selected imported G7 (C3 after stabilisation) natural gravel in 150mm layers and spread, level, water and compact to 95% modified AASHTO density	m <sup>3</sup>	45		
3.2.1.2	Stabilising with ordinary Portland cement at the rate of 3% by mass.	Bags	17		
3.2.1.3	Provision and application of water for curing	kl			
3.2.2	Base Course				
<b>TOTAL CARRIED FORWARD TO NEXT PAGE</b>					

<b>ERWAT</b>					
<b>CONTRACT NO. ERW202006/TNDR-003</b>					
<b>THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</b>					
<b>SECTION 3: AREA 2</b>					
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>BROUGHT FORWARD FROM PREVIOUS PAGE</b>				
3.2.2.1	Spraying of Approved brand of anti-termite soil poison & weedkiller with guarantee of ten years.	m <sup>2</sup>	300		
3.2.2.2	Laying and spreading of 30mm (thickness after final compaction) clean river sand	m <sup>3</sup>	9		
3.2.3	Paving				
3.2.3.1	Blocks				
3.2.3.1.1	221 x 110 x 80mm thick "Infraset Craz 'E' G-Blok", or equal approved, grey colour interlocking precast concrete blocks 1:6 cement grout swept & watered into joints between roadstones:	m <sup>2</sup>	210		
3.2.3.2	Concrete				
3.2.3.2.1	Laying of DPC platic	m <sup>2</sup>	90		
3.2.3.2.2	Ref 888 Mesh	m <sup>2</sup>	90		
3.2.3.3.3	30Mpa/19mm Concrete slab with rough finish on all exposed surfaces to a uniform dense finish with one top corner having a 25 x 25mm chamfer with and including closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 6m centres and saw cut construction joints and sealant at 2m centres including all necessary, formwork, dowels, etc.	m <sup>3</sup>	14		
<b>3.3</b>	<b>SUNDRIES</b>				
3.3.1	30Mpa/19mm Concrete edge beam size 150 x 150mm deep finished smooth on all exposed surfaces to a uniform dense finish with one top corner having a 25 x 25mm chamfer with and including closed cell expanded polyethylene filler and polyurethane sealant expansion joints at 6m centres and saw cut construction joints and sealant at 2m centres including all necessary excavation, backfilling, cutting into paving, formwork, dowels, etc.	m	98		
<b>TOTAL AMOUNT OF SECTION 2 CARRIED FORWARD TO SUMMARY OF SCHEDULES</b>					

<b>ERWAT</b> <b>CONTRACT NO. ERW202006/TNDR-003</b> <b>THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS</b>	
DESCRIPTION	AMOUNT
<b><u>SUMMARY OF SCHEDULES</u></b>	
SECTION 1 : SITE ESTABLISHMENT, DE-ESTABLISHMENT & P & G's	R
SECTION 2 :AREA 1	R
SECTION 3: AREA 2	R
<b>SUB-TOTAL 1</b>	R
Add <b>15%</b> of SUB-TOTAL 1 FOR VAT	R
<b>TOTAL CARRIED TO FORM OF OFFER</b>	R



**PROJECT NO: ERW202006/TNDR-003  
CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER  
CARE WORKS**

**C3 SCOPE OF WORK**

[Signature box]

*Contractor*

[Signature box]

*Witness 1*

[Signature box]

*Witness 2*

[Signature box]

*Employer*

[Signature box]

*Witness 1*

[Signature box]

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

	<b>SECTION HEADING</b>	<b>COLOUR</b>
<b>C3</b>	<b>Scope of Work</b>	<b>BLUE</b>
<b>C3.1</b>	<b>Description of work</b>	
<b>C3.2</b>	<b>Engineering</b>	
<b>C3.3</b>	<b>Construction</b>	
<b>C3.4</b>	<b>Procurement</b>	
<b>C3.5</b>	<b>Management of the Works</b>	
<b>C3.6</b>	<b>Health and Safety</b>	
<b>C3.7</b>	<b>Technical Specifications</b>	

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**DETAILED CONTENTS**

**PART C3 SCOPE OF WORKS**

**C3.1 Description of works**  
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 C3.1.2 Employer’s objectives  
 C3.1.3 Overview of the Works  
 C3.1.4 Location of the Works  
 C3.1.5 Extent of Works

**C3.2 Engineering**  
 C3.2.1 Drawings

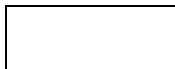
**C3.3 Construction**  
 C3.3.1 Standards  
 C3.3.2 Site establishment  
 C3.3.3 Execution

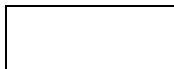
**C3.4 Procurement**  
 C3.4.1 Procurement

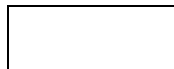
**C3.5 Management of the works**  
 C3.5.1 Planning and Programming  
 C3.5.2 Quality Management

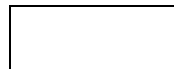
**C3.6 Health and Safety**

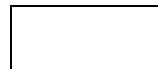
  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*

### C3.1 DESCRIPTION OF THE WORKS

#### C3.1.1 Status

This project is regarded as a 'Turnkey - Design and Build installation with no materials free-issued'. The main contractor shall be responsible for all aspects of the project detailed hereunder to provide a fully installed pavement which will be handed over to Ekurhuleni Water Care Company.

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 (Civil), the Bill of Quantities, the Bill of Quantity shall take precedence and prevail in this Contract.

#### C3.1.2 Employer's Objectives

ERWAT is seeking a service provider with sufficient experience in the discipline of pavement design & installation to offer the services for the paving of areas around process units at Herbert Bickley Wastewater Care Works.

#### C3.1.3 Overview of the Works

The turnkey project entails provision of pavement installation.

The scope of work includes the furnishing of all labour, material and services for the Supply, Manufacture, Testing, Works Inspection, Delivery to Site, Offloading, Placing into Position, Site Assembly, Pre-commissioning, Commissioning Assistance and Rectification of Defects during Warranty period.

The contractor needs to submit a general layout plan of the installation of equipment on site.

**The bidder must include his own insurance against theft, malicious damage or natural disaster while material is delivered on site and during installation.**

#### C3.1.4 Location of the Works

Refer to section C4 – 'Site information' for the areas where the subject services will be required.

#### C3.1.5 Extent of the Works

The extent of the works includes the Turnkey Design and Build for the pavement installation as per the details provided for hereunder. The works to be carried out by the Contractor compromise the following:

- ❖ Inspection of the areas to be paved.
- ❖ Documenting the work to be carried out
- ❖ Preparation of method statement
- ❖ Preparation of program
- ❖ Preliminary scope of work
- ❖ Site Establishment
- ❖ Supply of materials
  - Paving bricks
  - Retaining concrete blocks
  - River sand

Contractor

Witness 1

Witness 2


Employer


Witness 1


Witness 2


- Cement
- ❖ Site preparation including:
  - Removing all weeds and roots
  - Excavations
  - Spraying appropriate weed killer
  - Levelling of area for proper drainage
  - Compacting area
- ❖ Installation
  - Sub-base
  - Laying course
  - Block laying
  - Edge courses and kerbs
  - Alignment and Compliance
  - Cutting-In
  - Finishing touches
  - Jointing and Compaction
- ❖ Site de-establishment
  - Removal of excess material
  - Clearing of site


  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
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**C3.2 ENGINEERING**

**C3.2.1 Drawings**

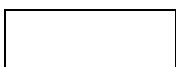
The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract.

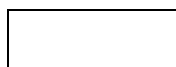
The position of all underground infrastructure shall be given by co-ordinates and dimensions in reference to setting out points. Where necessary, height levels shall be recorded. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be submitted/presented to the client as a close out report.

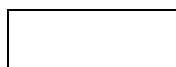
The Contractor shall be required to complete the as-built/record drawings before a Certificate of Completion will be issued.

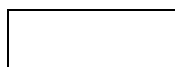
All drawings provided by the Contractor shall be of an appropriate engineering standard and to the approval of the Client.

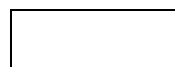
**Bidders must ensure that all precautionary measures are taken before, during and after any works taking into account all aspects of construction and current infrastructure such as Eskom, Telkom, Gas lines, etc. Bidders will be held liable for any damages should occur in these instances.**

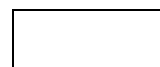
  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*

**C.3.3 CONSTRUCTION**

**C3.3.1 Standards**

All work must be carried out in strict accordance with suitable reference Codes and Standards as indicated in table below:

**3.3.1.1 References Codes and Standards**

INSTALLATION QUALITY MANAGEMENT	
ISO	9001
CIVIL WORKS	
SANS	1200
SITE MANAGEMENT	
ISO	14001
OHSAS	18001

**C3.3.2 Site Establishment**

**C3.3.2.1 Services and Facilities provided by the Employer.**

(a) Water Sources

There is a potable water supply available. The Sites have a water reticulation system, which connects directly to a supply main. The Contractor will be responsible for supplying all pipe work required to convey the water to the Works.

The Contractor shall regulate his usage of water so as not to inconvenience other users and if necessary supply and erect a storage tank of sufficient capacity to even out unacceptable peak demands. The connection may only be made on the written consent of the Client after he is satisfied that the Contractor has made all the necessary and proper arrangements for receiving the water.

No warranty is offered or given by the Employer that the existing available reticulated water supply will be adequate for neither the Contractor’s purposes nor that such supply is in any way guaranteed.

As the Sites are situated on dolomitic strata no leakage or indiscriminate discharge of water will be permitted on or about the Works and failure on the part of the Contractor or his employees to observe this requirement will result in the termination of water supplies until such time as any shortcomings in this regard are rectified.

(b) Sanitary Services

No sanitary services are available for use by the Contractor at the site. The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all bio-waste and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Engineer.

All such bio-waste shall be removed from the Site and shall not be disposed of by the Contractor on the Site. The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

*Contractor* *Witness 1* *Witness 2* *Employer* *Witness 1* *Witness 2*

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub clause and the costs thereof shall be deemed to be included within the Contractor’s bided Preliminary and General Items.

(c) Area for Contractor’s Site Establishment

The proposed site of the Contractor’s offices, workshops, stores and plant yard will be indicated on site by the plant manager during Site Hand-Over,

**C3.3.2.2 Facilities provided by the Contractor**

The Contractor is required to provide a construction camp including materials, store, sanitary facilities and equipment for his own use as required.

**C3.3.2.3 Site Usage**

The Contractor; his personnel; and his subcontractors; and suppliers; shall confine their activities to the demarcated site of the Works and the direct access roads thereto. Temporary routes shall be subject to the written approval of the Engineer and be subject to the applicable Standardized Specifications

**N.B. No personnel shall be allowed on site without the required permits, access cards and Personal Protective Equipment.**

**C3.3.2.3.1 Site instruction book**

The Contractor shall keep a triplicate book for site instructions on the Site at all times.

**C3.3.3 Execution General:**

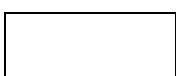
At the start of the contract, all the work should be completed as specified. This work shall include but not be limited to the details specified in the Specification.

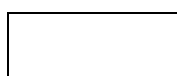
All work shall be executed using approved materials and equipment.

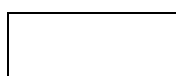
All materials and equipment shall comply fully with the requirements as specified for each task.

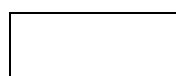
The said work shall be executed in accordance with the relevant codes of practice, standards and manufacturer’s specifications.

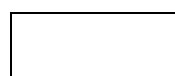
All work shall be furnished with a written guarantee with a defects liability period of twelve (12) months from date of completion of work. These guarantees shall be furnished in favour of ERWAT.

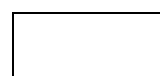
  
*Contractor*

  
*Witness 1*

  
*Witness 2*

  
*Employer*

  
*Witness 1*

  
*Witness 2*

**C.3.4 PROCUREMENT**

- Payment Terms:

Payments will be effected within 30 days from receipt of a valid Invoice/Tax Invoice and Statement.

- General Items

- Site induction training has to be completed before any work can be undertaken.
- All the relevant work permits (indemnity forms and compliance with health and safety) and authorization has to be obtained at ERWAT Head Office before any work can be under taken.
- All work done and equipment supplied has to be in accordance with the relevant and current SANS code 10142-1 and applicable statutory requirements.
- The relevant requirement with regards to the Occupational Health and safety act has to be complied with, with particular reference to the safety file in accordance with the construction regulation and items covered by this document taking into consideration that that the most current regulation will always take precedence.
- No modifications to material supplied and installed may be undertaken without written approval from the designated ERWAT representative.
- All the required tools, consumables, testing facilities, etc. required to perform the work as per the Contract shall be provided by the Contractor.
- All tools required will have to be inspected by safety officer at ERWAT on day of induction.
- All consumables will be included where required.
- ERWAT reserves the right to hold the Contractor responsible for any equipment that will be damaged due to Contractor’s negligence or poor workmanship.
- **The completion of all information in this document is compulsory. Non-compliance will lead to disqualification.**

**C.3.5 MANAGEMENT OF THE WORKS**

**C3.5.1 Planning and Programming**

The programme referred to in the General Conditions of Contract shall be a network- based programme in accordance with the precedence method; a detailed cash flow graph indicating projected monthly invoice amounts shall also be provided. The critical path of the programme of work shall be clearly indicated and the programme monitored continually and updated monthly by the Contractor in accordance with his progress.

(1) In compiling the programme of work, the Contractor shall incorporate the following important specific requirements and constraints:

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- (a) The identification and marking of affected services prior to commencing construction works.
  - (b) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
  - (c) The relocation of services.
  - (d) An allowance to accommodate “normal” rain days.
- (2) The programme submitted shall include at least the following details:
- (a) A work breakdown structure identifying the major activity groups.
  - (b) The critical path shall be indicated and floats on non-critical activities shall be shown.
  - (c) The working hours per day, week and month allowed for in the programme with details of resource allocations per activity.
  - (d) Production rates for key activities, e.g. engineering, fabrication, delivery, installation, commissioning, etc.
- (3) In addition, the Contractor shall submit to the Engineer at monthly intervals a progress report indicating the following details:
- (a) Work completed in previous month and total progress to date, per activity.
  - (b) Activities behind programme, for which the Contractor shall detail all reasons for such delays as well as the measures to be implemented to make up delays.
  - (c) A GANTT chart showing the original programme, the latest approved version of the programme, actual progress achieved and revised completion sates, if and when applicable.

Failure to comply with all of the foregoing requirements shall entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

**C3.5.2 Quality Management**

Testing and Commissioning

ERWAT will instruct the Contractor when Installation and Commissioning can commence.

Costs of testing

All costs shall be borne by the Contractor and shall be deemed to be included in the bid rates and prices for the respective items of work for all testing and quality control.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

**C3.6 HEALTH AND SAFETY SPECIFICATIONS**

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**C3.6.1.2 Purpose of the construction Health and Safety Specification**

**C3.6.2 HEALTH AND SAFETY SPECIFICATION**

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*C3.6.2.3.10.2 Awareness*

*C3.6.2.3.10.3 Competency*

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C3.6.2.3.12 Health and Safety Audits, Monitoring and Reporting

C3.6.2.3.13 Emergency Procedures

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*Witness 1*

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*Employer*

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*Witness 1*

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*Witness 2*

- C3.6.2.3.14 First Aid Box and First Aid Equipment
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- C3.6.2.5.9 Welding Equipment
- C3.6.2.5.10 Public Health and Safety
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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

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*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

### C3.6.1 INTRODUCTION AND BACKGROUND

#### C3.6.1.1 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION

The Construction Regulations (July 2003) place the onus on the Client to prepare a preconstruction Health and Safety specification, highlighting all risks not successfully eliminated during design setting standards for Health and Safety during construction phase.

#### C3.6.1.2 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the promulgated Construction Regulations (July 2003) in order to reduce incidents and injuries, these specifications shall act as the basis for the drafting of the construction phase Health and Safety plan by the Contractor.

The specification sets out the requirements to be followed by the Principal Contractor and their Contractors so that the Health and Safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. Cost, programmed, environment, quality etc.

### C3.6.2 HEALTH AND SAFETY SPECIFICATION

#### C3.6.2.1 SCOPE

This specification covers the requirements for eliminating and mitigating incidents and injuries on the **subject bid project**.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

##### C3.6.2.1.2 Provision for Health & Safety Cost

The Principal Contractor must make provision for the cost of Health & Safety Measures during the construction process as required by the Construction Regulation 4(h).

#### C3.6.2.2 INTERPRETATIONS

##### C3.6.2.2.1 APPLICATION

This specification is a compliance document drawn up in terms of the South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

##### C3.6.2.2.2 DEFINITIONS

The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations (July 2003) shall apply.

#### C3.6.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**C3.6.2.3.1 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK**

The Principal Contractor shall notify the provincial Director of the Department of Labour in writing that construction work commences.

**C3.6.2.3.2 ASSIGNMENT OF CONTRACTOR’S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE**

The Principal Contractor shall submit supervisory appointments as well as any relevant Appointments in writing (as stipulated by the OHSA and Construction Regulations), prior to commencement of work. Proof of competency must be included. See annexure B.

**C3.6.2.3.3 COMPETENCY FOR CONTRACTOR’S APPOINTED COMPETENT PERSON**

The Principal Contractors’ competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

**C3.6.2.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)**

The Principal Contractor shall submit a letter of good standing from their Compensation Insurer-FEM or Compensation Commissioner to the Client’s Representative as proof of registration. Contractors shall submit proof of registration to their Contractor before they commence work on site.

**C3.6.2.3.5 OCCUPATIONAL HEALTH AND SAFETY POLICY**

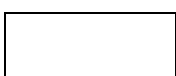
The Contractor and their Contractors shall submit a Health and Safety policy signed by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

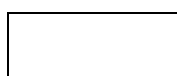
**C3.6.2.3.6 HEALTH AND SAFETY ORGANOGRAM**

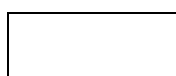
The Principal Contractor and their Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the site Management Structure.

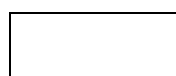
**C3.6.2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT**

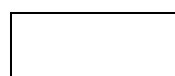
- Working at heights, as per CR8 – Fall Protection Plan, Scaffolding Management
  - Person falling
  - Material falling

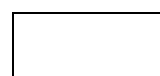
  
Contractor

  
Witness 1

  
Witness 2

  
Employer

  
Witness 1

  
Witness 2

- Protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, any other openings and areas from where persons may fall.
- Excavations
  - Collapse of Walls
  - People/Equipment falling in Excavations
  - Shoring
  - Underground services
  - Drainage
  - Pipe-Jacking operations
- Confined Space entry
- Noise Control
- Dust Control

Principal Contractor to ensure that these risk assessments as well as other risks identified by them are updated monthly or as the risk change and communicated to all relevant parties. CR 7(4)

**C3.6.2.3.8 HEALTH AND SAFETY REPRESENTATIVE(S)**

The Principal Contractor and their Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing.

The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

**C3.6.2.3.9 HEALTH AND SAFETY COMMITTEES**

Principal Contractor shall organize monthly Health & Safety meetings. Minutes and records shall be kept. Principal Contractors Health & Safety representative and responsible person shall attend this meeting.

**C3.6.2.3.10 HEALTH AND SAFETY TRAINING**

**C3.6.2.3.10.1 Induction**

Principal Contractor shall ensure that all undergo site-specific induction presented by a competent person and proof of it too.

**C3.6.2.3.10.2 Awareness**

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety file. All Principal Contractor have to comply with this minimum requirement.

**C3.6.2.3.10.3 Competency**

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on a regular basis e.g.

Periodic audits by the Client’s Health & Safety Agent, progress meetings, etc. The Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

**C3.6.2.3.11 GENERAL RECORD KEEPING**

The Principal Contractor and their Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents / accidents, emergency procedures training, inspections, audits, etc. are kept in a Health and Safety file held in the site office. The Principal Contractor must ensure that every sub-Contractor keeps its own Health and Safety file, maintains the file and make it available on request (The file must include the Sub-Contractor’s health and safety plan). These records are crucial for inclusion in the Principal Contractors’ consolidated health and safety file for handover to the Client on completion of construction work.

**C3.6.2.3.12 HEALTH AND SAFETY AUDITS, MONITORING AND REPORTING**

*The Client’s Health & Safety Agent shall conduct monthly Health and Safety audits of the work. Operations including a full audit of physical site activities as well as an audit of the administration Health and Safety. The Principal Contractor is obligated to conduct similar audits on their Contractors.*

Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings / forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety file while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Principal Contractor has to audit their Contractors and keep records of these audits in their Health and Safety files, available on request.

**C3.6.2.3.13 EMERGENCY PROCEDURES**

The Principal Contractor shall compile a comprehensive Evacuation Plan with assemble point and contact details in the case of any emergency supplied by the Client’s Health & Safety Agent.

**C3.6.2.3.14 FIRST AID BOXES AND FIRST AID EQUIPMENT**

The Principal Contractor and their Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. All Principal Contractor with more than 5 employees shall supply their own first aid box. Principal Contractor with more than 10 employees shall have trained, certified first aider on site at all times & First aid Box adequately stocked at all times.

**C3.6.2.3.15 ACCIDENT / INCIDENT REPORTING AND INVESTIGATION**

Injuries are to be categorized into first aid, medical, disabling and fatal. The Principal Contractor must stipulate in its construction phase Health and Safety plan how it will handle each of these categories. When reporting

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

injuries to the Client, these categories shall be used. All contractors must investigate and report on the 4 categories of injuries to the Principal Contractor at least monthly. Contractors must investigate injuries and accidents involving their employees within seven days of the incident in the form on Annexure1 (General Administrative Regulations) and forward a copy on the investigation report to the principal contractor forthwith. **All incidents reportable in terms of the provision of Section 24 of the OHS Act 1993 must be reported to the local Dept. of Labour in the prescribed manner.**

The Principal Contractor must report all injuries to the Client in the form of a spreadsheet, which includes all contractor injuries/incidents and man-hours worked for the month as well as the cumulative total. This report must be done on a monthly basis and must form part of the Principal Contractor's progress report.

### **C3.6.2.3.16 HAZARDS AND POTENTIAL SITUATIONS**

The Principal Contractor shall immediately notify the Client's Health & Safety Agent of any hazardous or potentially hazardous situations that may arise during the performance of construction activities.

### **C3.6.2.3.17 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, protective footwear and overalls. The Principal Contractor and their Contractors shall make provision and keep adequate quantities of SABS or SANS approved PPE on site at all times.

### **C3.6.2.3.18 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE**

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "no unauthorized entry", "report to site office", "site office", and "hardhat area". Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. Access routes, entrances to structures and buildings, scaffolding and other potential risk areas / operations. All Contractors to adhere to it.

### **C3.6.2.3.19 CONTRACTORS**

The Principal Contractor shall ensure that all Contractors appointed by them comply with this Specification, the OHS Act 85/1993, and Construction Regulation (July 2003).

The Principal Contractor may only appoint a sub-contractor after approving the sub-contractor's health & safety plan. The Principal Contractor must audit each of its Contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's health & safety system.

The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.

The Principal contractor shall take all reasonable steps necessary to ensure co- operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations;

The Principal Contractor must ensure that their Contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site;

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation;

### **C3.6.2.3.20 PENALTIES**

Penalties may be imposed for ongoing non-compliance to the provisions of the Client's Health and Safety specification and Principal Contractors' health & safety plans. The penalty procedure shall consist of a written warning with a compliance time frame. **Failure to comply within the time frame stipulated would result in a R20 000 penalties per non-compliance item per day that the non-compliance persists.**

### **C3.6.2.3.21 A HEALTH AND SAFETY OFFICER CR 6.6**

The Principal Contractor shall provide a full-time safety officer on site and proof of their competency to be attached to their appointment.

## **C3.6.2. PHYSICAL REQUIREMENTS**

### **C3.6.2.4.1 STACKING OF MATERIALS**

The Principal Contractor shall ensure that there are sufficient appointed stacking supervisors and that all materials and equipment is stacked and stored safely. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

## **C3.6.2.5 PLANT AND MACHINERY**

### **C3.5.2.5.1 CONSTRUCTION PLANT**

The Principal Contractor shall ensure that all such plant complies with the Requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor shall inspect and keep records of inspections of construction plants used on site. Only authorized / competent persons are to use machinery under proper supervision. Appropriate PPE must be provided and maintained at all times.

### **C3.6.2.5.2 VESSELS UNDER PRESSURE (VUP) AND GAS BOTTLES**

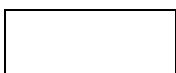
The Principal Contractor shall comply with the Vessels under Pressure Regulations, including:

Providing competency and awareness training to the operators, Providing PPE, Inspect Equipment regularly and keep record of inspections, Provide appropriate firefighting equipment (Fire Extinguishers) on hand.

### **C3.6.2.5.3 FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT**

The Principal Contractor shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted as required.

### **C3.6.2.5.4 HIRED PLANT AND MACHINERY**



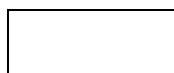
*Contractor*



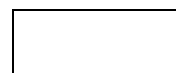
*Witness 1*



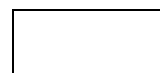
*Witness 2*



*Employer*



*Witness 1*



*Witness 2*

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Health and Safety file. All relevant Contractors must ensure the same.

#### **C3.6.2.5.5 FORMWORK AND SUPPORT WORK FOR STRUCTURES**

The Principal Contractor shall ensure that the provisions of section 10 of Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use, that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

#### **C3.6.2.5.6 GENERAL MACHINERY**

The Principal Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE, and training those who operate the machinery.

#### **C3.6.2.5.7 HIGH VOLTAGE & ELECTRICAL INSTALLATIONS**

If high voltage electrical lines are present on the site perimeter, the Contractor must be aware of the location of them and are to demarcate its positions.

These demarcations must be maintained throughout the duration of the construction work. The minimum safety clearances as per Electrical Machinery Regulation 15 must be adhered to. All installation must comply with SANS 10142 & the regulations of the OHS Act 85/1993 and Construction Regulation 22.

All temporary electrical installations must be inspected at least weekly.

#### **C3.6.2.5.8 PORTABLE ELECTRICAL TOOLS AND EXPLOSIVE POWERED TOOLS**

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and the control measures that are to be implemented e.g. Personal protection equipment, guards, etc.

A competent person to undertake routine inspections and records are to be kept on file. Only authorized trained persons are to use the tools, the safe work procedures to apply. Awareness training to be carried out, compliance enforced at all times, and PPE are provided and maintained,

#### **C3.6.2.5.9 WELDING EQUIPMENT**

- Only authorised / trained persons to use the equipment.
- The operators are to wear correct PPE - eye/ face/foot/body/respirator.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Flashback arrestors are to be fitted on cylinders and gauges when using gas welding equipment. Fire prevention methods to be applied.
- Where electric arc welders are used, equipment only to be used in a dry area, protected from wetness.

**C3.6.2.5.10 PUBLIC AND SITE VISITOR HEALTH AND SAFETY**

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations. Principal Contractor to ensure that no unauthorized personal enter the construction area.

**C3.6.2.5.11 NIGHT WORK**

Adequate lighting to be provided where required. Personnel should not work alone at night.

**C3.6.2.6 OCCUPATIONAL HEALTH**

**C3.6.2.6.1 OCCUPATIONAL HYGIENE**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and Principal Contractor must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

The Risk to be looked at includes:

Ventilation

Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.

Noise

Tasks identified where noise exceeds 85 dBa. All reasonable steps are to be taken to reduce noise levels. Hearing protection is to be used where noise levels cannot be reduced to below 85 dBa.

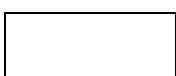
Dust

Principal Contractor to ensure that employees working with grinders, saws & jackhammers, etc. are issued with dust masks and dust exposure to be minimized at all times.

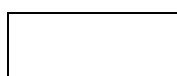
**C3.6.2.6.2 WELFARE FACILITIES**

The Principal Contractor will provide ablution facilities for all on site, including changing facilities & hand washing facilities. Safe and adequate facilities will be provided. Waste bins must be strategically placed and emptied regularly. Safe and clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

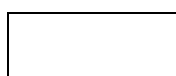
**C3.6.2.6.3 ALCOHOL AND OTHER DRUGS**



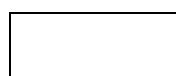
Contractor



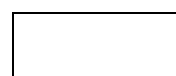
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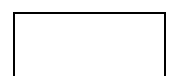
Witness 2



Employer



Witness 1



Witness 2

The Principal Contractor is to ensure that no alcohol and other drugs are allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**HEALTH AND SAFETY SPECIFICATIONS (HSS)**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

Annexure A

The Principal Contractor must submit compliance with Annexure A within **one week** of receiving this Specification.

HSS Item no.	REQUIREMENT	OHSA REQUIREMENT	SUBMISSION DATE
2.3.1	Assignment of Responsible Persons to supervise Construction work	OHS Act (section 16.2) & Construction Regulation 6	Before commencement on site
2.3.2	Competence of Responsible Persons	OHS Act (section 16.2) & Construction Regulation 6	Together with H & S plan
2.3.3	Compensation of Occupational Injuries and Diseases - Proof of Registration- FEM or CC	COIDA	Together with H & S plan
2.3.4	Occupational Health and Safety Policy	OHS Act	Together with H & S plan
2.3.5	Health and Safety Organogram	Client Requirement	Together with H & S plan
2.3.6	Initial Hazard Identification and Risk Assessment based on the Client/s assessment	Construction Regulations.	Together with H & S plan
2.3.7	Health and Safety Representative	OHS Act	Submit as soon as There are more than 20 employees on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**HEALTH AND SAFETY SPECIFICATIONS (HSS)****THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

Annexure B

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as the project progresses). Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any appointment as determined by its risk assessment of the Contractor concerned.

APPOINTMENT	OHS REFERENCE	REQUIREMENT
CEO Assignee	Section 16(2)	A competent person to assume the overall H & S responsibility - Contractor's Responsible Person
Construction Work Supervisor	CR 6.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Subordinate Construction Work Supervisors	CR 6.2	A competent person to assist with the daily supervision of construction / building work. The person(s) assist the Construction Work Supervisor
Health and Safety Representative(s)	Section 17	A competent person(s) to assist with identifying risks, attend H & S meetings, conduct inspections, assist with investigations, etc.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site, this could either be: <ul style="list-style-type: none"> <li>* The 6.1 or 6.2 Person</li> <li>* H &amp; S Representative</li> <li>* Member of the H &amp; S Committee</li> <li>* H &amp; S officer</li> </ul>
Risk Assessment Co-coordinator	CR 7	A competent person to co-ordinate all assessments on behalf of the Principle Contractor. The same applies to Contractors.
Fall protection plan co-coordinator	CR 8	A competent person to prepare and amend the fall protection plan
First Aiders	GSR 3	A qualified person to address all on site first aid cases
Lifting machine and equipment Inspector	DMR 18	A competent person to inspect lifting machines and equipment
Lifting tackle Inspector	DMR 18	A competent person to inspect lifting tackles
Scaffolding Inspector	SANS 10085-1:2004	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding Erector	SANS 10085-1:2004	A competent person to erect scaffolding
Scaffolding Supervisor	SANS 10085-1:2004	A competent person to supervise scaffolding
Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations
Explosive powered tools Inspector / Supervisor	CR 19	A competent person to inspect and clean the tools daily and controlling all operations thereof
Temporary electrical installations Supervisor	CR 22	A competent person to control all temporary electrical installations
Fire-fighting equipment Inspector	CR 27	A competent person to inspect fire-fighting equipment

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**OTHER REQUIREMENTS**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

Annexure C

The Principal Contractor shall comply but not be limited to the following requirements: Reports on these to the addressed to the Client at progress meetings or at least monthly whichever is sooner. A report with supporting documents shall be tabled at the Contractor/s monthly Health and Safety meeting.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Construction-phase Health and Safety plan	Within one weeks of receipt of the Spec.	Principal Contractor to report on status of Principal Contractors' Health and Safety plans	
Health and Safety file	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: * Incidents/Accidents and Investigations * Non conformances by employees & contractor * Internal & External H & S audit reports	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and Daily	OHS Act Compliance Registers: * Scaffolding * Excavations * Formwork & support work * Explosive tools * Temporary electrical Installations	
General Inspections	Monthly	* Fire-fighting equipment * Portable electrical equipment * Ladders	
General Inspections	3 - Monthly	* Lifting tackle * Oxy-acetylene cutting and welding sets * Fall prevention and arrest equipment	
General Inspections	6 - Monthly	* Lifting machines	
Workman's Compensation	Updated Weekly	Table list of Principal Contractors 'workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update Weekly	Table a report of all signed up Mandatory's	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**Annexure D**

**Acknowledgement of Receipt of the Health and Safety Specifications:**

I, \_\_\_\_\_ representing

\_\_\_\_\_ Contractor

**Have satisfied myself with the content of the construction Health and Safety Specification and shall ensure that the Contractor and its personnel comply with all obligations/requirements in respect thereof.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of CONTRACTOR**

**DATE**

**COMMENTS:**

\_\_\_\_\_

*Contractor*

\_\_\_\_\_

*Witness 1*

\_\_\_\_\_

*Witness 2*

\_\_\_\_\_

*Employer*

\_\_\_\_\_

*Witness 1*

\_\_\_\_\_

*Witness 2*



**PROJECT NO: ERW202006/TNDR-003  
CIDB: 2 CE OR HIGHER**

**THE PAVING OF AREAS AROUND PROCESS UNITS AT HERBERT BICKLEY WASTEWATER CARE WORKS**

**C4 SITE INFORMATION**

All equipment and materials shall be designed and manufactured to operate under the following conditions:

Altitude above sea level	-	1482m
<u>Summer Conditions</u>		
Average Temperature	-	20°C
Maximum Temperature	-	32.6°C
Minimum Temperature	-	14.7°C
Relative Humidity	-	48% - 80%
Wind - Predominantly North Westerly average	-	4.1 m/s

<u>Winter Conditions</u>		
Average Temperature	-	10.4°C
Maximum Temperature	-	16.7°C
Minimum Temperature	-	-1.1°C
Relative Humidity	-	28% - 70%

The Waste Water Treatment Works will have large open liquid areas which are aerated and or agitated and the environment is damp. The high prevailing winds can also carry spray and foam from the plant.

This environment is very corrosive to ferrous metals and, where the use of such metals cannot be avoided, the metals must be adequately protected, such protection systems being designed for a life of at least 15 years.

Various gases are also present throughout the treatment works and these may contain hydrogen sulphide which, in addition to being corrosive to ferrous metals, is also corrosive to most non-ferrous metals. The effect on copper alloys can be particularly severe, often with disastrous effects on the reliability and life of switch gear, control systems, slip-rings, etc. Such equipment must therefore be adequately sealed and protected.

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

WCW Address:

1. **HERBERT BICKLEY WCW**

Heidelberg Road, Plot 14, Maraisdrift, Nigel

Plant	Co-Ordinates	
HERBERT BICKLEY WCW	26°26'40.37" S	28°26'46.89" E



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2