



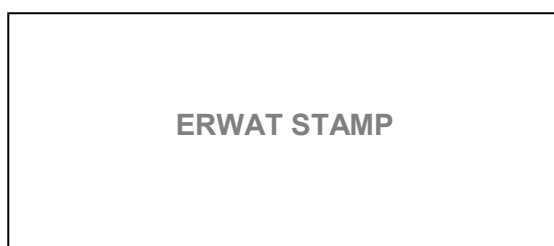
CIDB 3 ME

CIDB REFERENCE NUMBER: _____

PROJECT NO: ERW202011/TNDR-004

DEPARTMENT: INFRASTRUCTURE PLANNING AND PROJECTS

THE SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW)		
COMPULSORY BRIEFING SESSION	FRIDAY, 27 AUGUST 2021 @ 11H00	
CLOSING DATE:	THURSDAY, 23 SEPTEMBER 2021 @ 12H00	
FULL NAME OF BIDDER		
CONTACT PERSON		
TEL NUMBER		
FAX NUMBER		
E-MAIL ADDRESS		
CENTRAL SUPPLIER DATABASE REG. NO	M_____	
BIDDERS OFFER <i>(Kindly note that this price is not considered the total contract value)</i>	R_____	INCL VAT



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW)

CONTENTS

THE TENDER

Part T1: Bidding Procedures

- T1.1 Tender notice and invitation to Tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3 Scope of Works

Part C4: Site Information

- C4 Site Information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

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
ERW202011/TNDR-004	SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).	3 ME	Mr. E Mkhondo 011 929 7117	27 AUGUST 2021 @ 11h00	23 SEPTEMBER 2021 @ 12h00	R250

BID documents may be purchased at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park at a non-refundable fee of **R250** including VAT per BID document during office hours from 08h00 -13h00 and 14h00 -16h00 weekdays. Bid documents will also be available for download on the ERWAT website or by email on request. No fees are payable for downloaded or mailed Bid documents. Kindly note that in the event that a tender document is downloaded or e-mailed, the bidder accepts the responsibility to print all the pages and documents relating to the tender, to complete such comprehensively and submit the full document with supporting documents in the tender boxes as set out below. Failure to submit the full document will render your bid invalid and non-compliant and will not be accepted or considered for evaluation.

Bidders are encouraged to collect (download or purchase) bidding documents before the briefing session to allow them sufficient time to peruse and understand the document. Bidders will be allowed to direct queries or clarification questions to the Technical or SCM department by e-mail to Ms Phumzile Mdlalose at publictenders@erwat.co.za and cc Mr E Mkhondo at enock.mkhondo@erwat.co.za. All queries must be submitted 5 days prior to the closing date of tender, and no queries will be considered or addressed after this date. Please note that all queries raised with responses, will be e-mailed to all the bidders; and where required, an addendum will be sent to all bidders who attended the briefing session. A copy of the minutes and attendance register will be attached thereto for ease of reference.

Compulsory clarification meeting with the representative of the employer will be held at the **ERWAT ANCOR WATER CARE WORKS (WCW)**.

Bid documents completed in ink must be placed in a sealed envelope clearly marked: **"Bid No: ERW202011/TNDR-004 and Contract Description: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW);"** and must be placed in the correct Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **12h00 on 23 September 2021** at which hour and date the Tenders will be opened in public at ERWAT Head Office. Bids shall remain valid for a period of 90 days from closing date and no late, faxed, e-mailed or other form of Bid will be accepted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA SCM Regulations and the Preferential Procurement Policy Framework Act and its Regulations, 2017. Bidders shall note that the lowest Bid will not necessarily be accepted and ERWAT shall reserve the right to accept the whole or part of any Bid or not to consider any Bid not suitably endorsed.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

ERWAT accepts no responsibility for bidders accessing the tender notices from other sites/sources other than the newspapers used, its website (www.erwat.co.za/procurement) and the National Treasury's e-tender portal (www.etenders.gov.za).

18 August 2021 (date of ad on website and in media)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

T1.2 TENDER DATA

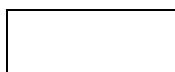
General

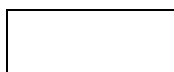
The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

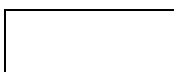
The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

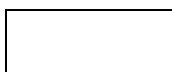
The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

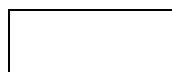
Clause No.	TENDER DATA
F1.1	The Employer is: Ekurhuleni Water Care Company (ERWAT) Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit Road) Kempton Park
F.1.2	The Tender document's contents is as follows: <u>THE TENDER</u> Part T1: Tender Procedures (Pink) T1.1 Tender notice and invitation to Tender T1.2 Tender Data

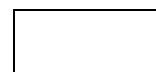

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	<p>Part T2: Returnable Documents (Pink)</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><u>THE CONTRACT</u></p> <p>Part C1: Agreements and Contract Data (Yellow)</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Form of Guarantee</p> <p>C1.4 Occupational Health and Safety</p> <p>C1.5 Corporate Governance Breach Clause</p> <p>Part C2: Pricing Data (Yellow)</p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work (Blue)</p> <p>C3.1 Description of Works</p> <p>C3.2 Engineering</p> <p>C3.3 Construction</p> <p>C3.4 Management of Works</p> <p>C3.5 Health and Safety</p> <p>C3.6 Environmental Management During Construction</p> <p>C3.7 Technical Specifications</p> <p>Part C4: Site Information (White)</p> <p>C4 Site Information</p>
F1.3	<p>Interpretation</p> <p>The Tender data and additional requirements contained in the Tender schedules that are included in the returnable documents are deemed to be part of these Tender conditions.</p>
F.1.4	<p>The Employer's Representatives are:</p> <p><u>SCM:</u> Ms Phumzile Mdlalose - 011 929 7000</p> <p>E-mail Address: publictenders@erwat.co.za</p> <p><u>Technical:</u> Mr Enock Mkhondo - 011 929 7117.</p> <p>E-mail Address: enock.mkhondo@erwat.co.za</p> <p>Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of Request for Proposals (Tender) will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the bidders, under the signature of the Accounting Officer or his nominee will be regarded as amending the Tender documents. Tender offer communicated on paper shall be submitted as an original.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	In the event that no correspondence or communication is received from ERWAT within one hundred and twenty (120) days after the stipulated closing date and time of the Tender, the Tender proposal will be deemed to be unsuccessful.
F.1.5	<p>Reject or Accept</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>
F.2.1	<p>CIDB Requirements</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 3 ME 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"> 1. Every member of the joint venture is registered with the CIDB: 2. The lead partner has a contractor grading designation in the 3 ME class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 ME class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.2	<p>Cost of Bidding</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>
F.2.3	<p>Check documents</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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.4	Confidentiality and copyright of documents	
	Treat as confidential all matters arising in connection with the Tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a proposal offer in response to the invitation.	
F2.5	Reference Documents	
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference	
F2.6	Acknowledge Addenda	
	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.	
F.2.7	The arrangements for a compulsory briefing/clarification meeting are:	
	Date: 27 August 2021 Time: 11h00	Location: ERWAT Ancor Water Care Works Address : Ermelo Road, Strubenvale, Springs GPS coordinates : 26°16'08.45" S, 28°29'00.15" E
	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.	
F.2.8	Seek clarification	
	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.	
F.2.10	Pricing the Tender	
	State the rates and prices in South African Rand (ZAR). Please note that only firm prices would be accepted by ERWAT.	
F.2.11	Alterations to documents	
	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.	
F.2.13	Submitting a Tender offer	
	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:	
	<u>"CONTRACT NO ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW)."</u>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>and must be placed in the Public 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. No substitute tender offers will be considered.</p> <p>All Tenders received by ERWAT will remain in the Company's possession.</p>
F.2.14	<p>Information and data to be completed in all respects</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"> 1. Coversheet: 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. 2. Executive Summary: 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. 3. Relevant Experience and Reference Projects: 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. 4. Project Team: 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. 5. Project Schedule: 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. 6. Mechanical, Electrical and C&I: All information asked for regarding the mechanical, electrical and C&I equipment shall be included here. <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 “FORM C Authority of Signatory”.</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>
F.2.15	<p>Closing time</p> <p>Closing Date: Thursday, 23 September 2021</p> <p>Closing Time: 12h00</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.16	Tender offer validity The Tender offer validity period is 120 Days.
F2.18	Provide other information 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: (1) Proof of SARS Tax status (pin issued by the South African Revenue Services); (2) Completion of MBD 2, 4, 5, 6.1, 6.2, 7.1, 8 and 9 forms (3) Copy of municipal Statement not older than 3 months or letter from landlord stating that rates and taxes are not in arrears for more than 90 days from date of closing of bid. (4) In case of Joint Venture – the Joint Venture Agreement (5) Letter of intent to submit Third Party Liability Insurance and All risk contractor's insurance to cover this contract 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.
F2.23	Certificates 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.
F3.4	Opening of tender Tenders will be opened in public at the ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.
F3.5	Two-envelope System A two-envelope procedure will NOT be followed.
F3.6	Non-disclosure 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F3.9	<p>Arithmetical errors, omissions and discrepancies</p> <p>ERWAT is to check BID offers for arithmetical errors in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern. 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. 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>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>
F3.11	<p>1. Evaluation of tender offers</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 2017.</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 REJECTION OF THE TENDER, for example:</p> <ul style="list-style-type: none"> ▪ Proof of SARS Tax status (pin issued by the South African Revenue Services); ▪ 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 initialing next to the amended rates or information. ▪ Writing over / painting out rates / the use of Tippex/correction fluid or any erasable ink. ▪ 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).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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 the bidders' tax matters are in order as provided for by SARS.
- The Bidder must complete the MBD 2 form in the returnable schedule and or attach their valid SARS Pin to verify their Tax matters to the designated page of the Tender document.

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 short list and evaluate the bid document in accordance with the criteria below and make recommendations to the BAC.

- 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.
- 2) Score Bid evaluation points for price and preference points
- 3) Calculate total Bid evaluation points, to two decimal places
- 4) Rank Bid offers from the highest number of Bid evaluation points to the lowest
- 5) 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>FUNCTIONALITY CRITERIA: -</p> <p>Note: The minimum required score for functionality is stipulated in the functionality table listed elsewhere in the document. Bidders scoring less than the stipulated threshold 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>Tender evaluation points</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 points allocation for this Tender is:</p> <ul style="list-style-type: none"> a) Price: 80 b) B-BBEE Status Level of Contribution:20 <p>Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.</p>
F3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>BID Award</p> <p>ERWAT requires bidders to perform work of high quality as set out in this bid.</p> <p>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.</p>
	<p>The additional conditions of the proposal are:</p> <ul style="list-style-type: none"> ▪ ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project. ▪ 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.

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.
- The qualifications and experience of the key staff 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.

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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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
Company Experience	<p>Company experience in the installation of valves or actuators: Only signed completion certificates and/or reference letters per project (on the letterheads of the previous client/employer, furnished with project number and description; and an indication that the contract was completed to the satisfaction of the referring entity) with a clear description of works and contact details of the contact person (day telephone number and company email address) will be accepted.</p> <ul style="list-style-type: none"> • 5 and More Letters/Certificates = 50 • 4 Letters/Certificates = 40 • 3 Letters/Certificates = 30 • 2 Letters/Certificates = 20 • 1 Letter/Certificates = 10 • No information submitted/Irrelevant Experience = 0 <p>Appointment Letters, Contractual Agreements, and Invoices will not be accepted.</p>	50
Expertise of key staff	<p>Expertise of key staff: Bidders to provide Record of Service to prove the relevant experience. Please refer Form L.</p> <p><u>Project Manager with a tertiary level National Diploma in the Mechanical Engineering discipline with experience in the installation of actuators or valves or steel pipe works.: (6)</u></p> <ul style="list-style-type: none"> • No submission/No Experience = 0 • 2 Years' Experience = 3 • 3 or more Years' Experience = 6 <p><u>Health and Safety Officer with qualification/certification in the Safety Management discipline: (6)</u></p> <ul style="list-style-type: none"> • No submission/No Experience = 0 • 2 Years' Experience = 3 • 3 or more Years' Experience = 6 <p><u>Installation Fitter with a trade test in Fitting:(6)</u></p> <ul style="list-style-type: none"> • No submission/No Experience = 0 • 2 Years' Experience = 3 • 3 or more Years' Experience = 6 <p><u>Electrician with a trade test in Electrical Engineering (Heavy Current):(6)</u></p> <ul style="list-style-type: none"> • No submission/No Experience = 0 • 2 Years' Experience = 3 • 3 or more Years' Experience = 6 <p><u>Instrumentation Technician with a trade test in Instrumentation:(6)</u></p> <ul style="list-style-type: none"> • No submission/No Experience = 0 • 2 Years' Experience = 3 • 3 or more Years' Experience = 6 	30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERION	CRITERION DETAILS	POINTS
Programme of Works The programme of works should be inclusive of the following 5 components. (1) Show task dependency. (2) Show critical path (3) Show project mile stones (4) Show resource allocation. (5) Show project cash flow	<ul style="list-style-type: none"> • Programme of Works inclusive of all five (5) components = 20 • Programme of Works inclusive of four (4) components = 16 • Programme of Works inclusive of three (3) components = 12 • Programme of Works inclusive of two (2) components = 8 • Programme of Works inclusive of one (1) component = 4 • Non submission = 0 	20
TOTAL	Bidder must score a minimum of 75 points to be considered for further evaluation	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004

**SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA,
VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).**

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**

MBD 1	INVITATION TO BID
MBD 2	TAX CLEARANCE REQUIREMENTS
MBD 3.1	PRICING STRUCTURE: FIRM PRICES
MBD 4	DECLARATION OF INTEREST
MBD 6.1	DECLARATION FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
MBD 6.2	LOCAL CONTENT PRODUCTION
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM A	<p>MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD:</p> <p>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.</p> <p>Rates and taxes must not be in arrears for longer than 90 (ninety) days of date of closing of bid.</p>
FORM B	NATIONAL TREASURY CENTRALIZED SUPPLIER DATABASE
FORM C	AUTHORITY OF SIGNATORY
FORM D	FINANCIAL REFERENCES /BANK DETAILS
FORM E	RECORD OF ADDENDA TO TENDER DOCUMENTS
FORM F	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO
FORM G	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
FORM H	CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS
FORM I	CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER
FORM J	PROGRAM OF WORKS/SERVICES
FORM K	EXPERTISE OF THE KEY PERSONNEL
FORM L	CURRICULUM VITAE OF KEY PERSONNEL
FORM M	APPLICABLE STANDARDS FOR THE DURATION OF THIS CONTRACT
FORM N	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT
FORM O	COPY OF COMPANY REGISTRATION DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P	PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT FOR A CONTRACT BELOW R 30 MILLION.
FORM Q	CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
FORM R	COMPANY PROFILE AND EXPERIENCE
FORM S	SCHEDULE OF EXPECTED MONTHLY EXPENDITURE
FORM T	LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE

Returnable Documents that will be incorporated into the contract

C1.1	OFFER PORTION OF FORM OF OFFER AND ACCEPTANCE
C1.2	CONTRACT DATA (PART 2)
C1.3	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	Audited Financial Statements for the past three financial years - failure to submit this information will result in disqualification		
5	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.		
6	Listing of all government contracts awarded in the past 5 years – failure to submit this information will result in disqualification.		
7	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: ERW202011/TNDR-004

**SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA,
VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).**

T2.2 RETURNABLE SCHEDULES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

1. NAME OF ENTERPRISE

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

8. VAT REGISTRATION NUMBER

9. TAX REFERENCE NUMBER

10. CIDB REGISTRATION NUMBER

10.1 CIDB GRADING

11. HAS A B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM
(SANAS)
A REGISTERED AUDITOR
(Tick applicable box)

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

12

ARE YOU THE ACCREDITED REPRESENTATIVE?
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

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

If Yes enclose Proof

.....
Signature on behalf of Bidder

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

- CK1 or CK2 as applicable (Founding Statement).

2. **For Companies**

- 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 (1) or (2) and (6) of each Joint Venture member.

4. **For Partnership**

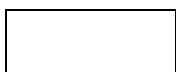
- Certified Copies of the ID's of the partners

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

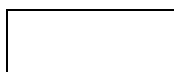
- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

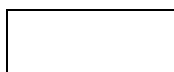
- Original or certified copy and valid B-BBEE Status Level Verification Certificates from an accredited Verification Agency



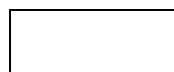
Contractor



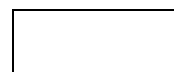
Witness 1



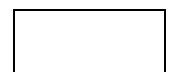
Witness 2



Employer



Witness 1



Witness 2

MBD 1

INVITATION TO BID**ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).****CLOSING DATE: Thursday, 23 September 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: ERW202011/TNDR-004" 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)*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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:				<u>MAAA</u>			
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	No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?				Yes	No		
DISABLED [_____%]		WOMEN [_____%]		YOUTH [_____%]			

***IF YES, WHO 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)

☐
☐
☐
☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(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?

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

TECHNICAL QUERIES MAY BE DIRECTED TO:

CONTACT PERSON: Mr. Enock Mkhondo

CONTACT DETAILS: (TEL) 011 929 7117

E-MAIL: enock.mkhondo@erwat.co.za

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

TAX CLEARANCE CERTIFICATE REQUIREMENT

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

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.

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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 MLM to check TCC for tender purposes only.

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

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

MBD 3.1

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: ERW202011/TNDR-004

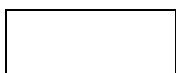
CLOSING DATE: Thursday, 23 September 2021

TIME: 12:00

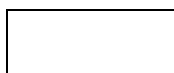
OFFER TO BE VALID FOR **ONE HUNDRED AND TWENTY CONSECUTIVE (120) DAYS** FROM THE CLOSING DATE OF BID.

- REQUIRED BY: **EKURHULENI WATER CARE COMPANY**
- AT: **INFRASTRUCTURE PLANNING AND PROJECTS DEPARTMENT**
- 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

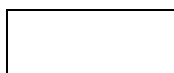
- DELIVERY PERIOD: _____ DAYS/WEEKS/MONTHS
- DELIVERY BASIS: _____ FIRM/NOT FIRM



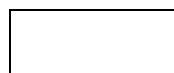
Contractor



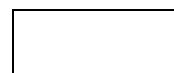
Witness 1



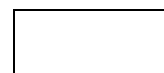
Witness 2



Employer



Witness 1



Witness 2

MBD 4

DECLARATION OF INTEREST

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

4.1 Full Name of bidder or his or her representative:

4.2 Identity Number:

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4.3 Position occupied in the Company (director, trustee, shareholder²):

4.4 Company Registration Number: _____

4.5 Tax Reference Number: _____

4.6 VAT Registration Number: _____

4.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 5 below.

4.8 Are you presently in the service of the state?

YES / NO

If so, furnish particulars.

4.9 Have you been in the service of the state for the past twelve months?

YES / NO

If so, furnish particulars.

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

YES / NO

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

If so, furnish particulars.

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.

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

1 MSCM Regulations: “in the service of the state” means to be –

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATION

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

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

SIGNATURE

DATE

POSITION

NAME OF BIDDER

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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MBD 6.1

**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:

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

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;

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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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:

P_s	=	Points scored for comparative price of bid under consideration
P_t	=	Comparative price of bid under consideration
P_{\min}	=	Comparative price of lowest acceptable bid

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 or 10 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		NO	
-----	--	----	--

(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 _____

7.1.2 **BIDDERS DECLARATION FOR CONFORMING TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:**

NO.	ADVANCE DESIGNATED GROUPS	B-BBEE ACCREDITATION	SIGNATURE
1	an EME or QSE		

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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: _____

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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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)

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 PRESENDECE 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,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. 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	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. 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.
6. 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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

I, the undersigned,

Full name & Surname	
Identity number	

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:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- 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	Level One (135% B-BBEE procurement recognition)	
More than 51 % black owned	Level Two (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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

MBD 6.2

LOCAL PRODUCTION: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.6. A bid may be disqualified if –

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

2. Definitions

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

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

The stipulated minimum threshold percentage for local production and content for this project is:

≈	Valves:	<u>70%;</u>
≈	Actuators:	<u>70%;</u>
≈	Cables:	<u>90%;</u>

Please refer to *Annexure* attached hereto for full details.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

(Tick applicable box)

YES		NO	
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- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

(a) Full name of auditor: _____

(b) Practice number: _____

(c) Telephone and cell number: _____

(d) Email address: _____

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

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

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

IN RESPECT OF BID NO.

ISSUED BY: ERWAT

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned _____ (full names),

do hereby declare, in my capacity as _____

of _____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (a) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

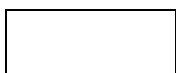
DATE: _____

WITNESS No. 1 _____

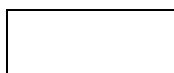
DATE: _____

WITNESS No. 2 _____

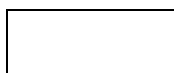
DATE: _____



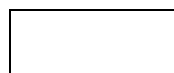
Contractor



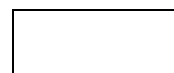
Witness 1



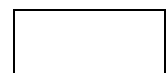
Witness 2



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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <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 bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW)

PROJECT NO: ERW202011/TNDR-004

in response to the invitation for the bid made by: **EKURHULENI WATER COMPANY (ERWAT)**

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 BID

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A**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:

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

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

FORM B

**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*

FORM C

AUTHORITY OF SIGNATORY TO SIGN BIDS

The bid shall be signed by a person duly authorized 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 authorized 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 authorized 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 CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

AS WITNESSES: 1. _____
 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*

FORM D**FINANCIAL REFERENCES/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.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"><tr><td>0-6 months</td><td></td></tr><tr><td>7-12 months</td><td></td></tr><tr><td>13-24 months</td><td></td></tr><tr><td>More than 24 months</td><td></td></tr></table> (Tick which is appropriate)	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

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.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

FORM E

RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this BID DOCUMENT offer, amending the BID DOCUMENT documents, have been taken into account in this BID DOCUMENT offer:		
	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER

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

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

FORM H

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

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

FORM I

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).

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

FORM K

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.

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

FORM L

CURRICULUM VITAE OF KEY PERSONNEL

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)	PROJECT MANAGER
Name:	Date of Birth:
Profession:	Nationality:
Qualifications(Attach Proof of Qualification) :	
Professional Membership:	
Name of Employer (Firm) :	
Current Position :	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.	
(Signature of Person named in Schedule) Date	

Attach additional pages if more space is required

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)	HEALTH & SAFETY OFFICER
Name:	Date of Birth:
Profession:	Nationality:
Qualifications(Attach Proof of Qualification) :	
Professional Membership:	
Name of Employer (Firm) :	
Current Position :	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.	
(Signature of Person named in Schedule) Date	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)	INSTALLATION FITTER
Name:	Date of Birth:
Profession:	Nationality:
Qualifications (Attach Proof of Qualification) :	
Professional Membership:	
Name of Employer (Firm) :	
Current Position :	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.	
(Signature of Person named in Schedule) Date	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)	ELECTRICIAN
Name:	Date of Birth:
Profession:	Nationality:
Qualifications (Attach Proof of Qualification) :	
Professional Membership:	
Name of Employer (Firm) :	
Current Position :	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.	
<hr/> (Signature of Person named in Schedule) Date	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

This form should be completed for each key person listed in the functionality criterion

Responsibility or role on the project (as per list in form k)		INSTRUMENTATION TECHNICIAN	
Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications(Attach Proof of Qualification) :			
Professional Membership:			
Name of Employer (Firm) :			
Current Position :		Years with firm:	
Employment record: (List of chronological order starting with earliest work experience)			
Experience record pertinent to required service:			
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualification and my experience and that I will be available to execute the work for which I have been nominated.			
<hr/> (Signature of Person named in Schedule) Date			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M**STANDARDS APPLICABLE TO THIS TENDER**

All works must be carried out in accordance with the following standards for the duration of the contract.

ASTM A304 - 16	Standard Specification for Carbon and Alloy Steel Bars Subject to End-Quench Hardenability Requirements
HRC	Rockwell Hardness measured on the C scale.
304 Stainless Steel	Grade for stainless steel
SANS 1091: 2004	National colour standards for paint
SANS 1186-1: 2008	Symbolic Safety Signs Part I: Standards signs and general requirements
SANS 1123:2015	South African pipe flanges standard.
SANS 10103: 2003	The measurement and rating of environmental noise with respect to annoyance and speech communication.
SANS 10140 – 1 : 2008	Identification colour marking
SABS 763	General coating thickness
SANS 62	Standard for Medium Duty for mild steel process pipe
SANS 10044 – 1: 2004	Welding Part I to IV
SANS 10238: 2005	Welding and thermal cutting processes – Health and Safety
SANS 32 1997/EN 10240: 1997	Internal and/ or external protective coatings for steel tubes – specification for hot-dip galvanized coatings applied in automatic plants
SANS 121: 2000/ISO 1461: 1999	Hot-dip galvanized coatings on fabricated iron and steel articles – Specification and test methods.
SANS 3575: 2008/ISO 3575: 2005	Continuous hot-dip zinc-coated carbon steel sheet of commercial, lock forming and drawings.
SABS 0214	The design, fabrication and inspection of articles for hot-dip galvanising
ISO 3506-1:2009	Mechanical properties of corrosion-resistant stainless steel fasteners - Part 1: bolts, screws and studs
SANS 1200 A	General
SABS 1200 G	Concrete (Structural)
SABS 1200HA	Structural Steelwork (Sundry Items)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N

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

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

FORM O

**INLCUDE THE FOLLOWING DOCUMENTS IN THE SUPPORING DOCUMENTS
FILE TO BE SUBMITTED WITH THE ORIGINAL BIDDING DOCUMENT**

7. **FOR CLOSED CORPORATIONS**
- CK1 or CK2 as applicable (Founding Statement).
8. **FOR COMPANIES**
- A copy of the Certificate of Incorporation
 - Certified Copies of the ID's of the Directors and
 - The shareholders' register.
9. **FOR JOINT VENTURE AGREEMENTS**
- Copy of the Joint Venture Agreement between all the parties,
10. **FOR PARTNERSHIP**
- Certified Copies of the ID's of the partners
11. **ONE-PERSON BUSINESS / SOLE TRADER/SOLE PROPRIETOR**
- Certified Copy of ID

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

FORM P

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 CONFORMING TO THE FOLLOWING ADVANCED DESIGNATED GROUPS :**

NO.	ADVANCE DESIGNATED GROUPS	B-BBEE ACREDITATION	SIGNATURE
4(1)(b)	an EME or QSE		

4. 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;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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.

WITNESSES:

1. _____

2. _____

DATE: _____

SIGNATURE(S) OF BIDDER(S)

ADDRESS: _____

FORM Q

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

The bidders are required to submit proof of company registration with CIDB 3 ME

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

FORM R

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).

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

FORM S

SCHEDULE OF EXPECTED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme for the consulting services in the table below.

Month	Value	Month	Value

SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM T

LIST OF COMPANY OWNED PLANT AND ASSURANCE LETTER TO HIRE

LIST OF PLANT	QUANTITY

SIGNATURE ON BEHALF OF BIDDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004:

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA,
VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

C. AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

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

Part C3: Scope of Work

- C3.1 Scope of Work

Part C4: Site Information

- C4 Site Information

<div></div> <div>Contractor</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>	<div></div> <div>Employer</div>	<div></div> <div>Witness 1</div>	<div></div> <div>Witness 2</div>
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PROJECT NO: ERW202011/TNDR-004:

**SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA,
VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).**

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

YELLOW

- C1.1 Form of Offer and Acceptance
MBD 7.1: Contract Forms
- 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: ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).**

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:

- Agreements and Contract Data (which includes this Agreement)
- Pricing Data
- Scope of Work
- 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 Employer
(Name and address of organisation)

Name & Signature

Of Witness
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

.....

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). 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 **ERW202011/TNDR-004** 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;
 - Tax clearance certificate;
 - 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 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
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 fulfillment 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

- I..... in my capacity as..... accept your bid under bid number **ERW202011/TNDR-004** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- An official order indicating delivery instructions is forthcoming.
- 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)
	Kindly refer to the pricing schedule				

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 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. Physical address: SAICE House, Block 9, Thornhill 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
	Definitions The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
SCC 1.1.1.13	The Defects Liability Period is 12 months from the date of the Certificate of Completion.
SCC 1.1.1.14	The time allowed for practical completion of the Works shall be 6 months from the commencement date
SCC 1.1.1.15 1.2.1.2	The Name of the Employer is Ekurhuleni Water Care Company (ERWAT) The address of the Employer is: The Managing Director ERWAT Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit) Kempton Park Telephone: 011 929 7000
SCC 1.1.1.26	The Pricing Strategy is a Re-measurement Contract
1.3.1	Waivers: The waiver (whether express or implied) by any party of any breach of the terms or conditions of this Agreement by the other party shall not prejudice any remedy of the waiving

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<p>party in respect of any continuing or other breach of the terms and conditions hereof.</p> <p>No favour, delay, relaxation or indulgence on the part of any party in exercising any power or right conferred on such party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercises thereof or the exercise of any other power or right under this Agreement.</p>
1.3.6	<p>Confidentiality: It is recorded that the Contractor has given the undertakings contained in this clause in consideration of the benefits and advantages, which it will gain by virtue of entering into this Contract with ERWAT. The Contractor hereby acknowledges that the restraints contained herein are fair and reasonable and go no further than reasonably necessary to protect the proprietary interests of ERWAT.</p> <p>By virtue of the fact that the Contractor will be executing the works for ERWAT, he will have, and will continue to have, access to ERWAT's trade secrets and confidential information, which are referred to as "Confidential Records".</p> <p>Having regard to the above, and in order to protect the proprietary interests of ERWAT as aforesaid, the Contractor undertakes in favour of ERWAT in addition to and without limiting any other undertakings given by him in this paragraph, that: He will not, whether directly or indirectly, use any of the Confidential Records of ERWAT or divulge or disclose them to any other persons whomsoever, without the prior written consent of ERWAT.</p> <p>Any Confidential Records which may have come into his possession shall be:</p> <ul style="list-style-type: none"> • Deemed to be the property of ERWAT; and accordingly; • Surrendered by him/her to ERWAT on termination or on demand by ERWAT. • He/she shall not retain any copies of the Confidential Records. <p>The Contractor shall not, during the currency of this Agreement, or after the termination of the Agreement, be entitled whether for his/her own benefit or that of others, to make use or avail himself/herself of or derive profit from any information or knowledge specifically related to the business or affairs of ERWAT which he shall or may have acquired by reason of his position in or association with the business of ERWAT.</p> <p>The Contractor undertakes, that he/she will not at any time during this Agreement, or after termination hereof, disclose to a third party any information which comes to his knowledge as a result hereof, not being information which comes from an independent third person, and which relates to:</p> <ul style="list-style-type: none"> • Any business or method or practice or clients or alliances of ERWAT; • Any technical information, know-how or process or method of ERWAT.
1.3.7	<p>Status of Contractor: Notwithstanding anything to the contrary, whether express or implied, contained in this Agreement, the Contractor specifically agrees and acknowledges that:</p> <ul style="list-style-type: none"> • the Contractor is not "an employee" as defined in any South African legislation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<ul style="list-style-type: none"> the provisions relating to dismissal or the residual unfair labour practice provisions contained in the Labour Relations Act, No. 66 of 1995, shall not be applied, directly or indirectly, to this Agreement; a valid and lawful termination of this Agreement shall be deemed to constitute a "fair dismissal" of the Contractor for any and all purposes; and, upon termination of this Agreement for any reason, he will not be entitled to, nor will he claim, any retrenchment, discontinuation or severance benefits, irrespective of the circumstances giving rise to any such claim. <p>The Contractor shall not be entitled to any employment benefits, overtime payments, commission or the like or any payment therefore. The relationship between ERWAT and the Contractor shall not be deemed to be one of employer/employee and the Contractor specifically agrees that ERWAT shall not in any way be liable to the Contractor under the provisions of any legislation purporting to create such an employment relationship.</p> <p>This Agreement does not constitute and shall not be deemed to create a principal/agent relationship or joint venture or partnership between the parties.</p>
SCC 3.2.3	<p>Add the following:</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>Add the following:</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>Add the following:</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"> Previous experience Work which will be sub-contracted to him/her Approximate value of the work to be sub-contracted <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"> Informs the Employer’s Agent in writing that he has reasonable cause for withholding or refusing such payment; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<ul style="list-style-type: none"> Submits to the Employer's Agent reasonable proof that he has so informed such sub-contractor in writing.
4.5.3	The Contractor shall only be responsible for obtaining any consent, permission and permit for the execution of the Works in as far as same is required by law to be obtained in the name of the Contractor, is within the Scope of Work and within the Contractor's control.
4.6.1.1	Intellectual Property: In the event of any claim or claims in respect of an infringement of any intellectual property rights, relating to any part of the Goods supplied by the Contractor (other than a part based on a design specified by the Employer) the Contractor will at their expense either replace or modify such a part with a non-infringing part or procure for the Employer the right to use such a part provided the Contractor is given the full opportunity to conduct all negotiations in respect of such claim and such claim shall not be accepted by the Employer without the prior written consent of the Contractor. The Employer warrants that any design, parts or instructions furnished or given by him shall not be such as to cause the Contractor to infringe any intellectual property rights in the execution of the order.
4.6.1.2	The Employer shall have no claim of whatsoever nature against the Contractor for any direct damages suffered by the Employer as a result of and pertaining only to any intellectual property right, relating to any of the Goods supplied, having been infringed, cancelled, voided, breached or otherwise set aside or declared invalid.
4.6.1.3	The intellectual property rights held by the Contractor, its affiliates and its licensors relating to Goods tendered or supplied by the Contractor shall remain the absolute property of the Contractor and its licensors. The Contractor's designs and drawings shall not be reproduced or disclosed without the Contractor's written consent. The Employer will not, without the Contractor's previous written consent, copy or allow others to copy any drawings, Goods or part thereof supplied by the Contractor.
SCC 4.9.1	<p>Add the following:</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>Add the following to 5.3.1:</p> <p>The documentation required before Commencement of the Works are:</p> <ul style="list-style-type: none"> Health & Safety Plan (Refer to Cl. 4.3) Initial Programme (Refer to Cl. 5.6) Security (Deed of Guarantee) (refer to Cl. 6.2) Insurances (Refer to Cl. 8.6)
SCC 5.3.1	<p>Add the following:</p> <p>Commencement of the Works shall be within 1 day from the Commencement Date.</p>
SCC 5.3.3	<p>Add the following:</p> <p>The time to the documentation required before Commencement of the Works execution is 21 days</p>
SCC 5.4.1	<p>Add the following:</p> <p>The Commencement Date shall be the date the contractor is given possession of site.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 5.8.1	<p>Add the following:</p> <p>The special non-working days are the official builder's holiday plus all statutory public holidays.</p> <p>The year-end break commences on 15 December 2021 and ends on 14 January 2022.</p>
SCC 5.12	<p>Add the following:</p> <p>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" workings days.</p>
SCC 5.12.2.1	<p>Add the following:</p> <p>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:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <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 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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
	<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>
SCC 5.13.1	<p>Add the following:</p> <p>The penalty for failing to complete the works is: Penalty = Contract Value x $\frac{1}{100}$ per day.</p> <p style="text-align: right;">= Contract Value x 0.1% per day</p>
5.13.1.1	Penalties imposed for a delay, as specified above, shall be the sole and entire liability of the Contractor with respect to the damages suffered by the Employer as a result of such delay.
5.16.3	The latent defect period is 2 years after date of Certificate of Completion.
SCC 6.2.2	<p>Add the following:</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>
6.3.2.1	Variations: No variation in terms of clause 6.3 of GCC 2015 shall be effective or binding on the Contractor in absence of written agreement as to the time and additional cost impact the variation will have.
6.8.1	All Contract payments shall be based on the tendered rates in South African Rand only and no currency exchange rate variation shall be accommodated in the Contract pricing. The Contractor shall therefore be required to take out Foreign Exchange Insurance to hedge the risk of currency fluctuations for the import of machinery and equipment
6.10.4	The Contractor's invoice will be paid within 30 (THIRTY) days from the date on which the invoice has been received by ERWAT. To ensure timeous payment, the payment certificate shall be submitted to ERWAT HO before the 25 th day of each/ any month.
SCC 6.10.1.5	<p>Add the following:</p> <p>The percentage advance on materials not yet built into the Permanent Works but received on site is 80 %.</p>
SCC 6.10.3	<p>Add the following:</p> <p>The percentage retention on the amounts due to the Contractor is 10%.</p>
SCC 6.10.3	<p>Add the following:</p> <p>The limit of retention money is 10 % of the contract value.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Data
SCC 7.2.1	Add the following: 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.
7.3.1	The Contractor may utilise certain facilities on the site of works to assist in executing the work. Such facilities include but is not limited to water, electricity and ablution.
8.4	The Contractor utilises all site facilities made available by ERWAT entirely at its own risk and ERWAT shall not be liable to the Contractor for any loss or damage whatsoever or howsoever caused out of or in connection with the use of such facilities.
8.2.2.4	The ownership of equipment designed, manufactured and supplied under Contract shall effectively transfer to the Employer upon certification of payment for the equipment under the relevant payment item.
8.3	No party shall be liable for failure to perform any obligation in terms hereof in the event and to the extent that such failure is caused by force majeure.
SCC 8.6.1.1.2	Add the following: The value of the materials supplied by the Employer to be included in the insurance sum is nil.
SCC 8.6.1.1.3	Add the following: The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the contract value.
SCC 8.6.1.3	Add the following: The limit of indemnity for liability insurance is 10 % of contract value.
9.1	The Client Representative shall give the Contractor a written termination notice on behalf of the Employer if the circumstances and performance of the Contractor in terms of the contract warrants such action.
9.2	ERWAT's right to terminate this Contract shall be regulated by Clause 9.2 of the GCC 2015 and the Law of Contract.
10.11.1	The expiry or termination of this Contract shall not prejudice the rights of any party in respect of any antecedent breach or non-performance by the other party of any of the terms or conditions hereof.

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>.....</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</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

PROJECT NO: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

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).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5. We hereby choose *domicilium citandi et executandi* for all purposes arising hereof at

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 EKURHULENI 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 SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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:
- (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 :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

Witness

(Name)
(Print)

Witness

(Name)
(Print)

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

Witness

(Name)
(Print)

Witness

(Name)
(Print)

Contractor

Witness 1

Witness 2

Employer

Witness 1

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 foregoing 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: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Schedule of Quantities

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

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.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

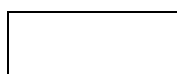
Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

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

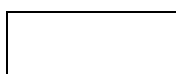
Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer Tenders to do the work
Amount	:	The quantity of an item multiplied by 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:

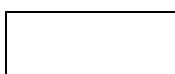
mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilo Newton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	mega Newton
MN-m	=	mega Newton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum



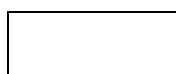
Contractor



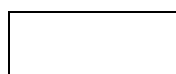
Witness 1



Witness 2



Employer



Witness 1

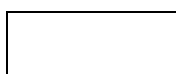


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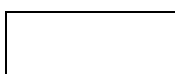
11. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will 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. The BOQ items shall be broken down or split according to the phases, determined by ERWAT during the award of this contract, such phases shall be budgetary based and linked to specific quantities as per the scope of work. Thus, award to one bidder may be executed partially in phases/stages with regards to creating and issuing a purchase order per phase/stage. Two or more bidders may also be awarded different quantities of the BOQ which forms one whole in terms of the scope of work, in such an instance each bidder shall be issued with purchase order equivalent to their portion of the works, which can be executed in a linear sequence or parallel manner as per the instruction(s) of ERWAT.
16. Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract. The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.



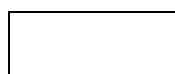
Contractor



Witness 1



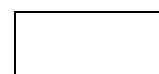
Witness 2



Employer



Witness 1



Witness 2



BILL OF QUANTITIES

BID NUMBER: ERW202011/TNDR-004

**SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA,
VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
NO.					Bill
SECTION 1: PRELIMINARY AND GENERAL					
1	Contractor preliminary and general	Sum	1		
2	Health and Safety				
2.1	General safety obligations	Sum	1		
2.2	Provision of Safety file	Sum	1		
2.3	Induction of staff i.e Provision of inoculations to staff (Waste Water treatment plant related- Hepatitis A & B)	Sum	1		
2.4	Provision of safety officer	Sum	1		
3	Project close out [* Includes as built drawings, specifications and operating manuals]				
3.1	Complete close out report	Sum	1		
TOTAL AMOUNT OF SECTION 1 CARRIED FORWARD TO SUMMARY OF SCHEDULES					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT Bill
SECTION 2: SUPPLY, DELIVERY, INSTALLATION AND COMMISSION.					
1	PRICING NOTES <i>*All valves/actuator/steel grating/penstock installation rates should include the cost for the necessary installation works, necessary preparatory works and uninstallation related works</i> <i>*All cable installation rates should include the cost for installation works, preparatory works (e.g trenching) and uninstallation related works.</i>				
2.1	DEKEMA WATER CARE WORKS				
2.1.1	Supply and delivery of digester discharge valves (DN 80)	No	25		
2.1.2	Installation of valves	No	25		
2.2	VLAKPLAATS WATER CARE WORKS				
2.2.1	Supply and delivery of Sludge to land discharge valves	No	25		
2.2.3	Installation of valves	No	25		
2.3	ANCOR WATER CARE WORKS				
2.3.1	Supply and delivery of digester discharge valves (DN100)	No	15		
2.3.2	Supply and delivery of digester discharge valves (DN150)	No	5		
2.3.3	Supply and delivery of PST sludge discharge valves (DN300)	No	3		
2.3.4	Supply and delivery of Actuators	No	3		
2.3.5	Alterations/Auxiliaries (5% of 2.3.3 to 2.3.4)	Prov	5%	5% of R _____.	
2.3.6	Supply, delivery of power cables.	m	200		
2.3.7	Supply, delivery of signal/communication cables.	m	200		
2.3.8	Installation of digester discharge valves (DN100 & DN150)	No	20		
2.3.9	Installation of PST valves	sum	1		
2.3.10	Machining and installation of actuators	sum	1		
2.3.11	Installation power cables	m	200		
2.3.12	Installation of signal/communication cables	m	200		
2.3.13	Supply and installation of stainless steel grating	m ²	12		
2.4	TSAKANE WATER CARE WORKS				
2.4.1	Supply and delivery of complete channel mounted penstock with all related items	No	1		
2.4.2	Installation of complete channel mounted penstock	Sum	1		
TOTAL AMOUNT OF SECTION 1 CARRIED FORWARD TO SUMMARY OF SCHEDULES					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY OF SCHEDULE OF QUANTITIES

CONTRACT NO: ERW202011/TNDR-004:

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

SECTION	DESCRIPTION	TOTAL
	<u>SUMMARY OF SCHEDULES</u>	
1	PRELIMINARY AND GENERAL	
2	SUPPLY, DELIVERY, INSTALLATION AND COMMISSION	
SUB-TOTAL 1		
ADD: 10% OF SUB-TOTAL 1 FOR CONTINGENCIES		
SUB-TOTAL 2		
ADD: 15% VAT		
TOTAL CARRIED TO FORM OF OFFER		

I, the undersigned, the authorised designated signatory, undertake to carry out the works in accordance with the conditions of contract, the specifications for the tender sum as indicated and within the time for completion as specified in the Contract.

Tenderer's name:

Tenderer's signature:Date:

Name of Firm:

Address:

.....

.....

.....

Telephone number:

Cellular number:

Telefax number:

E Mail Address:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: ERW202011/TNDR-004

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

C3 SCOPE OF WORK

SECTION HEADING:		COLOUR
C3	Scope of Work	BLUE
C3.1	Description of work	
C3.2	Engineering	
C3.3	Construction	
C3.4	Procurement	
C3.5	Management of the Works	
C3.6	Health and Safety	

DETAILED CONTENTS

PART C3 SCOPE OF WORKS

C3.1	Description of works
C3.1.1	Background
C3.1.2	Mandatory Requirements
C3.1.3	Staff Compliments
C3.1.4	Extent of the Works
C3.1.5	Technical Scope of Work introduction
C3.1.6	Design Specification
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

C3.1 Description of works

C3.1.1 Background

ERWAT has a mandate to refurbish and or replace worn out equipment in order to continuously provide optimal operational capacity for its water care works. This tender addresses the supply, delivery and installation of valves at the Vlakplaats, Dekema ,Ancor and Tsakane Water Care Works .

The scope of this tender is mainly mechanical but shall include some electrical/instrumentation components necessary to complement some of the mechanical works.

C3.1.2 Mandatory Requirements

Scope related Information and Documentation required:	
Please ensure that the following information and supporting documents are attached to your Bid Document. Failure to provide the below mentioned information or documentation will result in disqualification of your bid.	
Item	Description of Document/Proof Sought/information sought
1	The Contract CIDB Rating required for this Contract is <u>3 ME</u> Bidders shall submit proof of Current Registration or application to register for this Grading or higher. Please note that Bid awards will be limited to the responding bidders' active relevant CIDB grading at time of submitting their bid. If they wish to tender for the full contract value, they need to form a JV with a company who has the correct grading relating to the value of the contract.
2	The technical data sheet on section C 3.1.4.2 is mandatory required information and shall form part of the evaluation to either qualify or disqualify the Bid under evaluation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.3 Staff Compliments

Bidding companies are required to have the following staff complement available for the duration of this contract with a minimum qualification per staff member as stipulated below.

NO	STAFF MEMBER	QUALIFICATION	BIDDERS TO PROVIDE PROOF OF QUALIFICATION OR INDICATE EQUIVALENT
1.	Project Manager	National Diploma in Mechanical Engineering	
2.	Installation Fitter	Trade Test in Fitting	
3.	Electrical technician	Trade test in electrical engineering (heavy current)	
4.	Instrumentation technician	Trade test in instrumentation engineering	
5.	Health & Safety Officer	Health & Safety Certification	

C 3.1.4 Extent of the works

This scope of work includes the furnishing of all labour and services for the Testing, Works Inspection, Delivery to Site, Offloading, Placing into Position, Site Assembly, Pre-commissioning, Commissioning Assistance and Rectification of Defects within the Warranty period of twelve (12 No.) months;

- Dekema Water Care Works
- Vlakplaats Water Care Works
- Ancor Water Care Works
- Tsakane Water Care Works
- Various Auxiliaries [Steel grating, electrical/instrumentation works, civil works].

- The scope of the works is for the supply, delivery, installation and commissioning of various types of valves at various ERWAT water care works. The contractor shall note that some of the Valves are actuated (i.e Ancor PST valves), therefore the responsibility of the contractor shall include the supply, delivery, installation and commissioning of the actuators.
- The Contractor shall proceed to uninstall all the existing valves and actuators (where applicable) on the various water care works and dispose or store as per ERWAT's representative(s) instructions.
- The Contractor shall confirm the sizes/specifications of the valves, actuators and related fittings and thereafter proceed to supply/manufacture, deliver, install and commission of all the these items to the relevant ERWAT sites.
- All the necessary Mechanical, Control, Instrumentation and Electrical work to ensure proper functioning of the installation shall be deemed part of the Contract.
- The Supply, Delivery, Installation and Commissioning of the valves and actuators shall carry a Twelve (12 No.) calendar months WARRANTY from date of acceptance by the Engineer or his appointed representative.

Contractor

Witness 1

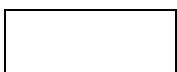
Witness 2

Employer


Witness 1

Witness 2

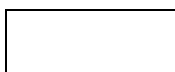
- f. The Supply, Delivery, Installation and Commissioning of the valves and actuators shall be witnessed by the ERWAT Engineer or his appointed representative.
- g. All tools, consumables, etc. required to perform the work as per the Contract shall be provided by the Contractor.
- h. ERWAT reserves the right to hold Contractor responsible for any equipment that will be damaged due to Contractor's negligence or poor workmanship.
- i. Ensure good housekeeping of the area after the completion of the Contract to the satisfaction of the Engineer and or the responsible Regional Works Manager or their appointed representative.
- j. All tools, consumables, etc. required to perform the work as per the Contract shall be provided by the Contractor.
- k. ERWAT reserves the right to hold Contractor responsible for any equipment that will be damaged due to Contractor's negligence or poor workmanship.
- l. The Contractor shall allow the materials or equipment service provide to be available as well as assist during commissioning activities.
- m. The Contractor shall at all times comply with ERWAT's Safety Procedures and Requirements before any work commences.
- n. All equipment and services shall comply with the mandatory requirements of the Occupational Health and Safety Act 85 of 1993 (as amended). Particular reference is made to Section 21 of the Act which, in terms of sub-clause 4, requires the preparation and submission of a risk analysis before any equipment is delivered, off-loaded or erected on site. (See Annexures section for more details).



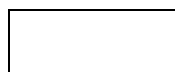
Contractor



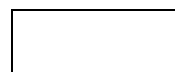
Witness 1



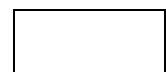
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Employer



Witness 1



Witness 2

C3.1.4 Technical specification

C3.1.4.1 Construction Standards

All work must be carried out in strict accordance with the following standards:

ASTM A304 - 16	Standard Specification for Carbon and Alloy Steel Bars Subject to End-Quench Hardenability Requirements
HRC	Rockwell Hardness measured on the C scale.
304 Stainless Steel	Grade for stainless steel
SANS 1091: 2004	National colour standards for paint
SANS 1186-1: 2008	Symbolic Safety Signs Part I: Standards signs and general requirements
SANS 1123:2015	South African pipe flanges standard.
SANS 10103: 2003	The measurement and rating of environmental noise with respect to annoyance and speech communication.
SANS 10140 – 1 : 2008	Identification colour marking
SABS 763	General coating thickness
SANS 62	Standard for Medium Duty for mild steel process pipe
SANS 10044 – 1: 2004	Welding Part I to IV
SANS 10238: 2005	Welding and thermal cutting processes – Health and Safety
SANS 32 1997/EN 10240: 1997	Internal and/ or external protective coatings for steel tubes – specification for hot-dip galvanized coatings applied in automatic plants
SANS 121: 2000/ISO 1461: 1999	Hot-dip galvanized coatings on fabricated iron and steel articles – Specification and test methods.
SANS 3575: 2008/ISO 3575: 2005	Continuous hot-dip zinc-coated carbon steel sheet of commercial, lock forming and drawings.
SABS 0214	The design, fabrication and inspection of articles for hot-dip galvanising
ISO 3506-1:2009	Mechanical properties of corrosion-resistant stainless steel fasteners - Part 1: bolts, screws and studs
SANS 1200 A	General
SABS 1200 G	Concrete (Structural)
SABS 1200HA	Structural Steelwork (Sundry Items)

C3.1.4.2 Valves and Actuators specifications

The Specification serves to encompass the extent of the proposed works. All details and instructions shown on the section below quoted herein shall form part of this specification.

The following are the MINIMUM Specification for the equipment in this Contract. It is the RESPONSIBILITY of the Contractor to **INCLUDE** everything (work and Equipment, etc.) that has been OMITTED.

(a) General notes on the valve types

– Digester discharge valves :

The digester discharge valves shall be of 250 mm non-rising spindle wedge gate valves type with cast iron body and gate, which is hand wheel operated and closing in the clock wise direction. The spindle and nut should be manufactured from stainless steel. The valves should be drilled according to Table D for Flanges.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

– **Penstock sluice gate**

Stainless steel 304; manually operated channel mounted penstocks, complete with frame, sluice gate, rising spindle, head stock, hand wheel and appurtenant materials and items.

– **Actuators**

Complete unit of Type 1 actuators, compatible with existing site conditions.

(b) Project Close out

- Close out report
- Drawings
- Manuals

(c) Dekema Water Care Works;

- Uninstall valves from Digesters
- Confirm valve sizes and installation bolts
- Supply, deliver, install and commission valves and related facets.
- Complete all necessary auxiliaries

(d) Vlakplaats Water Care Works;

- Uninstall valves from Digesters
- Confirm valve sizes and installation bolts
- Supply, deliver, install and commission valves and related facets.
- Complete all necessary auxiliaries

(e) Ancor Water Care Works;

- Uninstall valves from Digesters
- Uninstall valves and actuators from PST valve chamber (valve chambers shall be assumed to be three (3) meters deep)
- Confirm valve sizes & extensions, installation bolts and actuators.
- Supply, deliver, install and commission valves and related facets.
- Supply, deliver, install and commission of Type 1 actuators
- Supply, delivery and complete installation of signal/communication cables (200 meters) and power cables (200 meters).
- Installation shall include machining works.
- Replace steel grating on three (3) valve chambers (assume dimensions: 2000 mm x 2000 mm per valve chamber)
- Complete all necessary auxiliaries

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(f) Tsakane Water Care Works

- Supply, deliver, install and commission Penstock with the following properties:
 - Stainless steel 304; manually operated channel mounted penstocks, complete with frame, sluice gate, rising spindle, head stock, hand wheel and appurtenant materials and items, for the size 600mm (W) x 750 mm (H)
- Complete all necessary auxiliaries.

C3.1.4.2 Technical data sheets.

NB: The data sheet shall serve as a technical compliance requirement, and it should be fully completed in words and numbers respectively; no blank spaces, no ticking/marking shall be accepted (✓ or X). Bidders shall clearly state their offer in words/numbers as applicable. All Bidders who fail to complete or comply with the stipulated minimum requirements of the technical data sheet shall be disqualified.

Item No.	Item Description	Specified: Engineer	Offered: Contractor
DEKEMA DISCHARGE VALVES FOR DIGESTERS			
1.	Gate Type	Non-Rising Spindle Wedge	
2.	Gate and Body	Cast Iron	
3.	Spindle and Nut	Stainless	
4.	Nominal Diameter (DN) – (mm)	DN80	
5.	Direction of Closing	Clockwise	
VLAKPLAATS SLUDGE TO THE LAND DISCHARGE VALVES			
6.	Gate Type	Non-Rising Spindle Wedge	
7.	Body	Spheroidal Graphite Iron	
8.	Gate	Spheroidal Graphite Iron, EPDM Rubber Covered	
9.	Bonnet	Spheroidal Graphite Iron	
10.	Stuffing Box	Spheroidal Graphite Iron	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11.	Hand Wheel/Cap Top	Spheroidal Graphite Iron	
12.	Spindle	Stainless Steel	
13.	Spindle Nut	Bronze	
14.	Bush	Engineering Plastic	
15.	Bush and Spindle "O" Ring	Nitrile Rubber	
16.	Bolts and Nuts	SABS 135 Steel	
17.	Profile Ring	Nitrile Rubber	
18.	Scraper Ring	Nitrile Rubber	
19.	Friction Ring	Engineering Plastic	
20.	Coat	Epoxy Coated	
21.	Nominal Diameter (DN) – (mm)	DN100	
22.	Direction of Closing	Clockwise	
ANCOR PST SLUDGE DISCHARGE VALVES			
23.	Gate Type	Non-Rising Spindle Wedge	
24.	Gate and Body	Cast Iron	
25.	Spindle and Nut	Stainless	
26.	Nominal Diameter (DN) – (mm)	DN150	
27.	Direction of Closing	Clockwise	
ANCOR ACTUATORS FOR PST SLUDGE DISCHARGE VALVES			
28.	Type	Electric actuator	
29.	Motor	400v,3-phase AC asynchronous motor,24v Dc for control	
30.	Insulation class	Standard: F, tropicalized	
31.	Limit switching	Counter gear mechanism for end positions CLOSED and OPEN for	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		1 to 500 turns per stroke, Tandem switch (2 NC and 2 NO) for each end point	
32.	Mechanical position indicator	Continuous indication, adjustable indicator disc with symbols OPEN and CLOSED	
33.	Closing direction fail -safe function	include	
34.	Positioning Force (closed)	20 - 60 Nm	
35.	Positioning Force (open)	20 - 60 Nm	
36.	Manual adjustment	Manual drive for setting and emergency operation	
37.	Power Cables	2, 5 mm ² armored (SWA) cable 3 core cable	
38.	Signal/Communication cable	Individual and overall screen (SWA) Cable, Twisted, 4 pair	
ANCOR DISCHARGE VALVES FOR DIGESTERS			
39.	Gate Type	Non-Rising Spindle Wedge	
40.	Gate and Body	Cast Iron	
41.	Spindle and Nut	Stainless	
42.	Nominal Diameter (DN) -mm	DN100 and DN150	
	Quantity per DN Value	15 of DN100 ; 3 of DN150	
43.	Direction of Closing	Clockwise	
TSAKANE PENSTOCK			
44.	Type	Channel Mounted Penstock	
45.	Operation	Manual	
46.	Material	Stainless Steel 304	
47.	Size W x H	600 mm x 750 mm	
48.	Spindle extension	1500 mm	
49.	Direction of Closing	Clockwise	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 ENGINEERING

C3.2.1 Design

The designs have been done in accordance with South African building regulations and standards. Depending on the design type or discipline, the relevant standards according to SANS were observed. Due to unpredictability of the expected tenants to utilise the end product, partial and full safety factors were included in design loadings and inputs in order to avoid under-estimating.

C3.2.2 City of Ekurhuleni's Design Standards

All designs were done to comply with Ekurhuleni Metropolitan Municipality. Close liaison was kept with the client and the municipality in order to produce final drawings to a standard acceptable by EMM. The liaison with EMM is done per department, town planning, water, sanitation, roads, storm water and also the energy department.

C3.2.3 Drawings

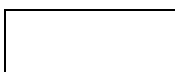
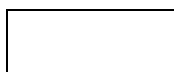
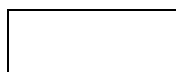
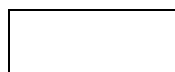
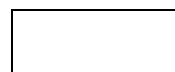
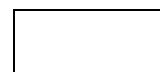
Figured dimensions only to be used. Discrepancies, errors and omissions are to be reported to the Engineer immediately when they become evident. Shop drawings to be submitted for approval prior to manufacture and installation. Copyright and right of, and production of the set of construction drawings to be issued or any portion thereof is reserved by The Consultant.

C3.3 CONSTRUCTION

C3.3.1 Site establishment

The contractor shall establish his construction camps, offices, workshops and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

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

C3.3.1.1 Services and Facilities provided by the Employer.

(a) Water Sources

There is a potable water supply available. The Site has a water reticulation system which connects directly to a supply main. The Contractor will be responsible for supplying all pipework required to convey the water to the Works and for all associated fittings including for an isolating valve and approved water meter. He will further be responsible for paying a proportionate share of the water consumption charges at the ruling tariff at the time of using the water.

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 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 human excrement 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 excrement 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.

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, if requested.

C3.3.1.2 Facilities provided by the Contractor

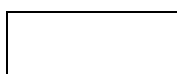
The Contractor is required to provide a construction camp including offices, workshop, materials, store, sanitary facilities, offices and equipment for his own use as required.

C3.3.1.3 Site Usage

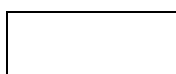
The Contractor; his personnel; and his subcontractors; and suppliers; shall confine their activities to the demarcated site of the Works and the direct access roads thereto. Temporary routes shall be subject to the written approval of the Engineer and be subject to the applicable Standardized Specifications

C3.3.1.3. Site instruction book

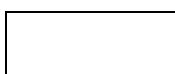
The Contractor shall keep a triplicate book for site instructions on the Site at all times.



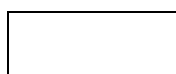
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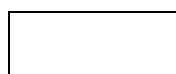
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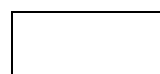
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Employer



Witness 1



Witness 2

C3.3.2 Existing services

Existing services in and around the site have been identified through the topographic survey and EMM's GIS information. Great care should be taken in protecting these services and no excavations can take place without approved wayleaves. The Contractor to make sure that these services have been clearly identified and wayleaves are in place before commencing with the groundworks.

C3.3.3. Security

(a) Restrictions on movement and limited access

The Contractor's personnel, vehicles and equipment will be restricted to areas of construction only. The Contractor shall comply with any requirements that the Engineer may have in this regard and shall take note that for security reasons the access to some areas, may be limited.

(b) Security check on personnel

The Employer may require the Contractor to have his personnel or a certain number of them security-classified, if so required by any competent authority.

In the event of the Employer or any competent authority requiring the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work. In such circumstances the Contractor shall indemnify the Employer and the Engineer and shall hold the Employer and the Engineer harmless against any and all claims of whatever nature arising.

c) Access cards to security areas

Should the work fall within a security area, the Contractor must obtain from the Engineer access cards for his security-cleared personnel and employees who work within such an area. The Contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the Employer and/or SA Police services.

C3.3.4. Facilities to Other Contractors

In addition to the requirements of Clause 4.8.1 of the General Conditions of Contract the Contractor must make allowances for other Contractors on the Site. This may involve adapting his programme to accommodate the work of other contractors and ensuring access to their sites along prescribed routes over the Site of this Contract.

C3.3.5. Subcontractors

In addition to the requirements of Clause 4.4 of the General Conditions of Contract, the Contractor shall be responsible for work carried out by subcontractors on his behalf. The Engineer will not liaise directly with such subcontractors. Problems related to payments, programming, workmanship, etc.,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

shall be the responsibility of the Contractor and the subcontractor, and the Engineer will not become involved.

C3.3.6. Protection of Existing Infrastructure and Equipment

The work to be done will be carried out in locations and on parts of installations where there is existing and fully operational infrastructure.

The Contractor shall be responsible for ensuring that existing infrastructure is not damaged. All existing and relevant services must be surveyed, detected and indicated prior to the execution of each portion of the works. Damage to existing services must be repaired and or reinstated by the Contractor. All costs for the repair of damages to existing services shall be borne by the Contractor.

C3.3.7. Testing and Quality Control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests to indicate compliance with the Specifications.

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 HO before any work can be under taken.
- All work done and equipment supplied has to be in accordance with the relevant and Standards 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

current regulation will always take precedence.

- No modifications to equipment 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:

- (a) The identification and marking of affected services prior to commencing construction works.
- (b) The requirements of the Environmental Management Plan (EMP) as specified in the relevant sections of the Particular Specifications and the requirements in respect of inspections and community liaison.
- (c) The requirements of the Occupational Health Safety (OHS) Act of 1993 and the Construction Regulations, 2003.
- (d) The relocation of services.
- (e) 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(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 dates, 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.

The Contractor shall issue a Certificate of Commissioning before commissioning the equipment. The certificate shall be co-signed by either the Electrical/Mechanical Contractor or a qualified ERWAT Technician.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6 HEALTH AND SAFETY SPECIFICATIONS

CONTENTS

C3.6.1 INTRODUCTION AND BACKGROUND

C3.6.1.1 Background to the construction Health and Safety Specification

C3.6.1.2 Purpose of the construction Health and Safety Specification

C3.6.2 HEALTH AND SAFETY SPECIFICATION

C3.6.2.1 Scope

C3.6.2.1.2 Provision for Health & Safety Cost

C3.6.2.2 Interpretations

C3.6.2.2.1 Application

C3.6.2.2.2 Definitions

C3.6.2.3 Minimum Administrative Requirements

C3.6.2.3.1 Notification of Intention to Commence Construction Work

C3.6.2.3.2 Assignment of Contractor's Responsible Person to Supervise Health and Safety on Site

C3.6.2.3.3 Competency of Principal Contractor Responsible Persons

C3.6.2.3.4 Compensation of Occupational Injuries and Diseases Act (COIDA) Act 130 of 1993

C3.6.2.3.5 Occupational Health and Safety Policy

C3.6.2.3.6 Health and Safety Organogram

C3.6.2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

C3.6.2.3.8 Health and Safety Representative(s)

C3.6.2.3.9 Health and Safety Committee(s)

C3.6.2.3.10 Health and Safety Training

C3.6.2.3.10.1 Induction

C3.6.2.3.10.2 Awareness

C3.6.2.3.10.3 Competency

C3.6.2.3.11 General Record Keeping

C3.6.2.3.12 Health and Safety Audits, Monitoring and Reporting

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- C3.6.2.3.13 Emergency Procedures
- C3.6.2.3.14 First Aid Box and First Aid Equipment
- C3.6.2.3.15 Accident / Incident Reporting and Investigation
- C3.6.2.3.16 Hazards and Potential Situations
- C3.6.2.3.17 Personal Protection Equipment and Clothing
- C3.6.2.3.18 Occupational Health and Safety Signage
- C3.6.2.3.19 Contractors
- C3.6.2.3.20 Incentives and Penalties
- C3.6.2.3.21 Health & Safety Officer (Part-time)

C3.6.2.4 Physical Requirements

- C3.6.2.4.1 Civil Work
- C3.6.2.4.2 Excavations / Trenching
- C3.6.2.4.3 Confined Spaces
- C3.6.2.4.4 Existing Structures
- C3.6.2.4.5 Edge Protection and Penetrations
- C3.6.2.4.6 Hazardous Chemical Substances (HCS)
- C3.6.2.4.7 Stacking of Materials

C3.6.2.5 Plant and Machinery

- C3.6.2.5.1 Construction Plant
- C3.6.2.5.2 Vessels under Pressure (Gas bottles including Operations)
- C3.6.2.5.3 Fire Extinguishers and Fire Fighting Equipment
- C3.6.2.5.4 Hired Plant and Machinery
- C3.6.2.5.5 Formwork for Structures
- C3.6.2.5.6 General Machinery
- C3.6.2.5.7 High Voltage Electrical Equipment
- C3.6.2.5.8 Portable Electrical Tools / Explosive Power Tools
- C3.6.2.5.9 Welding Equipment
- C3.6.2.5.10 Public Health and Safety

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.6.2.5.11 Night Work

C3.6.2.6 Occupational Health

C3.6.2.6.1 Occupational Hygiene

C3.6.2.6.2 Welfare Facilities

C3.6.2.6.3 Alcohol and Other Drugs

C3.6.3 ANNEXURE A TASK COMPLETION FORM

C3.6.4 ANNEXURE B RESPONSIBLE PERSON(S)

C3.6.5 ANNEXURE C OTHER REQUIREMENTS

C3.6.6 ANNEXURE D ACKNOWLEDGEMENT OF H & S SPECS

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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

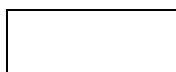
C3.6.2.2.1 APPLICATION

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.

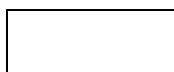
C3.6.2.2.2 DEFINITIONS

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

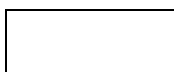
C3.6.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS



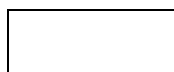
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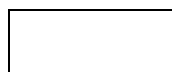
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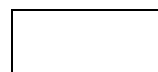
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Employer



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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 OHS Act 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 fulfil 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
 - 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

Contractor

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Witness 2

Employer

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- 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.

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C3.6.2.3.10.3 Competency

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 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

Contractor

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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).

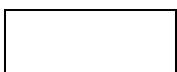
The Principal Contractor may only appoint a sub-contractor after approving the sub-contractor's health & safety plan. The Principal Contractor must audit each of its Contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative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

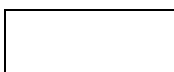
The Principal contractor shall take all reasonable steps necessary to ensure co- operation between all Contractors to enable each of those Contractors to comply with the provisions of these regulations;

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;

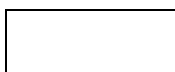
The Principal Contractor must ensure that potential Contractors submitting tenders have made provision for the cost of health and safety measures during the construction process; The Principal Contractor shall discuss



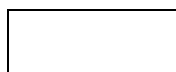
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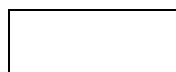
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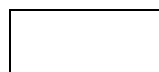
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and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation;

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 R5 000 penalty 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.

C3.6.2.4 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

C3.6.2.5.1 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:

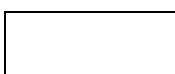
Providing competency and awareness training to the operators, Providing PPE, Inspect Equipment regularly and keep record of inspections, Provide appropriate firefighting equipment (Fire Extinguishers) on hand.

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

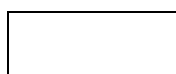
The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Contractor shall ensure that operators hired with machinery are competent and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



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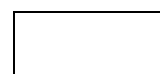
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C3.6.2.5.5 FORMWORK AND SUPPORT WORK FOR STRUCTURES

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

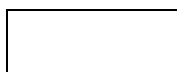
The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

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.

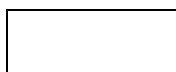
A competent person to undertake routine inspections and records are to be kept on file. Only authorized trained persons are to use the tools, the safe work procedures to apply. Awareness training to be carried out, compliance enforced at all times, and PPE are provided and maintained,

C3.6.2.5.9 WELDING EQUIPMENT

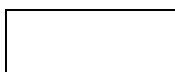
- Only authorized / trained persons to use the equipment.
- The operators are to wear correct PPE - eye/ face/foot/body/respirator.



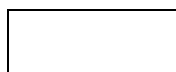
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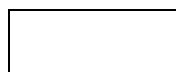
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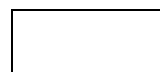
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- Flashback arrestors are to be fitted on cylinders and gauges when using gas welding equipment. Fire prevention methods to be applied.
- Where electric arc welders are used, equipment only to be used in a dry area, protected from wetness.

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

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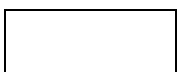
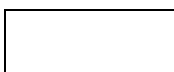
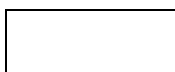
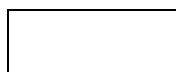
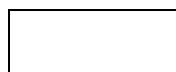
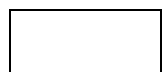
Employer

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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)**PROJECT NO: ERW202011/TNDR-004****SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).**

Annexure A

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

HSS Item no.	REQUIREMENT	OHS 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)-**PROJECT NO: ERW202011/TNDR-004****SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW)**

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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	OHSa 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"> * The 6.1 or 6.2 Person * H & S Representative * Member of the H & S Committee * H & S officer
Risk Assessment Co-ordinator	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-ordinator	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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

APPOINTMENT	OHSa REFERENCE	REQUIREMENT
		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**PROJECT NO: ERW202011/TNDR-004****SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW)**

Annexure C

The Principal Contractor shall comply but not be limited to the following requirements: Reports on these to be 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

PROJECT NO: ERW202011/TNDR-004.

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW) :

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

Signature of CLIENT / CLIENT'S AGENT

DATE

COMMENTS:



PROJECT NO: ERW202011/TNDR-004:

SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

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	-	45 °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	-	-5°C
Relative Humidity	-	28% - 70%

All 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 there for be adequately sealed and protected.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ERW202011/TNDR-004: SUPPLY, DELIVERY AND INSTALLATION OF VALVES AT DEKEMA, VLAKPLAATS, ANCOR AND TSAKANE WATER CARE WORKS (WCW).

WASTE WATER TREATMENT WORKS ADDRESSES:

PLANT	PLANT ADDRESS	GPS CO-ORDINATES
DEKEMA	536 Sontonga Street, Motsamai Section, Katlehong	26°20'39.40" S, 28°10'01.31" E or 26°19'36.94" S, 28°09'48.25" E
VLAKPLAATS	Corner Brickfield/Bierman Streets, Vosloorus	26°20'47.85" S, 28°10'55.11" E
ANCOR	Ermelo Road, Strubenvale, Springs	26°16'08.45" S, 28°29'00.15" E
TSAKANE	Corner Modjadji and Khama Street, Tsakane, Brakpan	26°22'31.93" S, 28°21'58.20" E

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