ERWAT
EXCELLENCE IN WATER CARE

CIDB 8CE or HIGHER

CIDB REFERENCE NUMBER: _____

PROJECT NO: ERW2509/03

PUBLISH DATE: THURSDAY, 19TH NOVEMBER 2026

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

DEPARTMENT: OPERATIONS

COMPULSORY VIRTUAL BRIEFING SESSION: ***Wednesday, 20th January 2027 at 10h30***

(Virtual Link: Kindly access the link through the ERWAT website – procurement page)

CLOSING DATE: ***Thursday, 28th January 2027 @ 12h00***

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

CONTACT PERSON : _____

TEL NUMBER : _____

E-MAIL : _____

CIDB REGISTRATION NO. : CRS_____

CENTRAL SUPPLIER DATABASE REG NO. : M_____

BID AMOUNT (VAT INCLUSIVE : RATE BASED TENDER:

ERWAT STAMP

ERWAT
EXCELLENCE IN WATER CARE

PROJECT NO: ERW2509/03

APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY, DELIVERY AND INSTALLATION OF PUMPS AT ERWAT WASTEWATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS

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ERWAT
EXCELLENCE IN WATER CARE

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 Virtual Briefing Session Date	Closing Date
ERW2509/03	THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS	8 CE or Higher	MR. S Weyers 0849510230	Wednesday, 20th January 2027 at 10h30 Kindly register to attend the briefing session ***Access the link through the ERWAT website – Procurement page***	Thursday, 28 January 2027 @ 12h00

Potential bidders may download the bid document from the ERWAT tender site free of charge. Bidders must however note that it remains their responsibility to print the full document, and any omissions submitted due to not printing the full tender document may result in your bid being null and void. Bidders may not alter the downloaded document in any form what so-ever.

A Compulsory clarification meeting with the representative of the employer will be held through a virtual briefing session – kindly access the link from the ERWAT website – procurement page. Registration is required.

Please note this is a compulsory briefing session, and no bids will be accepted if the bidder has not attended this session and documents will only be accepted from contractors whose names appear on the attendance register. ***Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid.***

Completed Tenders in ink and clearly marked ***"Contract No.: ERW2509/03:*** **DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS**
must be placed in the Tender Box, ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspruit), Kempton Park, not later than ***12:00 on Thursday, 28 January 2027*** at which hour and date the Tenders will be opened in public at ERWAT Head Office. Tenders shall remain valid for a period of 120 days from closing date and no late, faxed, e-mailed or other form of Tender will be accepted.

All SCM Enquiries shall be addressed to chantel.kearns@erwat.co.za or Phumzile.mdlalose@erwat.co.za or Inkosinathi.nhlapo@erwat.co.za and All Technical Enquiries shall be addressed to Stefanus Weyers at stefanus.weyers@erwat.co.za

Bids will be evaluated in terms of ERWAT' Supply Chain Management Policy, the MFMA ACT 56 of 2003 SCM Regulations, the Preferential Procurement Policy Framework Act 2000 and its Regulations, 2022, the General Conditions of Contract for construction (GCC) 2015 and, if applicable, any other special conditions of contract.

"The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. In the event of any contradiction between the GCC or any other applicable contractual agreement, the Municipal Financial Management Act and its applicable regulations will take precedence."

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).

THURSDAY, 19TH NOVEMBER 2026 (date of ad is available on the website and advertised)

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EXCELLENCE IN WATER CARE

PROJECT NO: ERW2509/03

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

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 Bidders 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 Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause No.	TENDER DATA
F.1.1	**The Employer is:** Ekurhuleni Water Care Company (ERWAT) Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspruit 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

	Part T2: Returnable Documents (Pink) T2.1 List of returnable documents T2.2 Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract Data (Yellow)** C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Occupational Health and Safety C1.4 Corporate Governance Breach Clause **Part C2: Pricing Data (Yellow)** C2.1 Pricing Instructions C2.2 Bill of Quantities **Part C3: Scope of Work (Blue)** C3.1 Description of Works C3.2 Engineering C3.3 Construction C3.4 Management of Works C3.5 Health and Safety C3.6 Environmental Management During Construction
F.1.3	**Interpretation** 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.
F.1.4	**The Employer's Representatives are:** **SCM: Chantel Kearns/ Phumzile Mdlalose/ Inkosinathi Nhlapo - 011 929-7000** E-mail Address: chantel.kearns@erwat.co.za or Phumzile.mdlalose@erwat.co.za or Inkosinathi.nhlapo@erwat.co.za **Operations: - 0849510230** E-mail Address: stefanus.weyers@erwat.co.za 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 nominees, will be regarded as amending the Tender documents. Tender offer communicated on paper shall be submitted as an original.

	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	**Reject or Accept** 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.
F.1.6	**Appointment of Multiple Bidders** ERWAT reserves the right to award this contract to one or more bidders. The lowest bidder or any bid will not necessarily be accepted. The intention of ERWAT is to appoint a Minimum of One (1) bidder up to a Maximum of Four (4) Bidders for this Framework Contract. The decision to appoint multiple bidders will be based on the evaluation of bids received, the nature and scope of the work, and the Company's discretion to ensure optimal project delivery.
F.2.1	**CIDB Requirements** Only those Bidders 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 a **8 CE or higher class** of construction work, are eligible to have their tenders evaluated. Furthermore, the contractor grading designations (**8 CE or higher class)** for construction works taking place over an agreed number of years (36 Months) shall be based on the entire contract value where such work is: • on an "as and when required" basis Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB: 2. The lead partner has a MINIMUM contractor grading designation in the **8 CE 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 an **8 CE or higher Class** of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations. 4. The lead partner must be registered in a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration. Please consult the CIDB website for the provisions for joint venture submission. 5. The bulk of the work for this Contract is Civil engineering aspects , including rental of equipment, Should these portions be sub-contracted, each Sub-Contractor shall have sufficient CIDB grading in their field to cover their portion of the Contract price. An indication

	of the portion of the total Contract price allocated to each Sub-Contractor as well as proof of each Sub-Contractors CIDB grading shall be included in the Bidders submissions.	
F.2.2	**Cost of Bidding** 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.	
F.2.3	**Check documents** The Bidder 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 Bidder shall immediately notify the Employer 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.	
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.	
F.2.5	**Reference Documents** Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
F.2.6	**Acknowledge Addenda** Acknowledge receipt of addenda to the 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 Virtual briefing/clarification meeting are:**	
	Date: **Wednesday,** **20th January 2027 @ 10:30**	**Online:** Kindly register to attend the virtual compulsory briefing session at: ***Kindly access the link from ERWAT website – procurement plage.***

	Attendance of ERWAT Briefing Sessions Bidders must take note of the provisions for site/briefing sessions as advertised in the media, ERWAT website and or on the e-tender portal. In the event that a compulsory briefing session will be conducted, bidders must attend the session either on site or via Virtual platform as indicated in the bid document and advertisement. Bidders will be given a link on the advert and tender document to register prior to the briefing session. On the day of the briefing session, bidders must log onto the link to attend. The Virtual platform keeps record of bidders registered and in attendance Documents will only be accepted from bidders whose names appear on the attendance register. Failure to attend the compulsory briefing sessions and bidders whose names do not appear on the register, will render the bidder's submission invalid and will not be considered for evaluation. **Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid. Please list a minimum of one representative that attended the briefing session below.** Kindly indicate the company representative/s e-mail address who **<u>attended</u>** the briefing session: Name: _____ Name: _____ Email address: _____ Email address: _____ Contact number: _____ Contact number: _____ Kindly note that the above e-mail address/s will be utilised to verify your attendance at the compulsory briefing session conducted virtually or on-site. In the event that the indicated e-mail address/es cannot be traced on the physical attendance register; virtual registration and/or on-line attendance register, it will be taken that your company did not attend the briefing session and will result in your bid not being evaluated. It is the bidder's responsibility to provide correct e-mail address and/or contact details. **Joint Venture:** In the event that the bidding entity wishes to submit an offer as a joint venture, one or both company representatives must attend the briefing session. Kindly indicate above one or both representatives e-mail address who attended the briefing session. Bidders are encouraged to collect/access bidding documents before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with at the briefing session. Bidders will be allowed 10 days from the date of the compulsory briefing session to direct further queries to the SCM department per e-mail. An addendum will be sent to the attending bidders with clarity on questions raised during these 10 days. A copy of the minutes and attendance register will be attached thereto for ease reference. No individual should represent more than one bidder at the compulsory briefing session. 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.2.9	**Pricing the Tender** State the rates and prices in South African Rand (ZAR). • Prices shall be FIXED and FIRM for the first 12 months of the Contract. • Bidders annual increase will be done in terms of the percentage/price indicated in the pricing schedule provided for years 2 and 3.
F.2.10	**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.2.11	**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: **DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS** **"** and must be placed in Tender Box at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspruit), Kempton Park. Accept that the tender submitted to the employer cannot be withdrawn or substituted. **No substitute tender offers will be considered**. All Tenders received by ERWAT will remain in the Company's possession. **A Special Request:** Bidders are required to submit the fully tender document and their priced Bill of Quantities (BOQ) in both hard copy (as part of the comprehensive tender document submission) and digital electronic format (Microsoft Excel file) to facilitate efficient evaluation. The hard copy BOQ submitted with the tender documents will take precedence over digital electronic submission. Submission of the digital format is not mandatory, and failure to provide it will not lead to disqualification. However, providing digital excel priced BOQ is highly encouraged for smoother processing. Bidders may submit their tender document and priced Bill of Quantities (BOQ) in Microsoft Excel format via email to **TenderE-Submission@erwat.co.za**. The subject line of the email must clearly state the tender number, description and the name of the bidding entity.
F.2.12	**Information and data to be completed in all respects** To facilitate review of this Tender by ERWAT, it is requested that submissions conform to the following format: 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 relevant projects completed by the Bidder (in South Africa and worldwide) using the specific technologies requested must be provided. 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. 5. **Project Schedule**. Not Applicable 6. **Technical Specification & Datasheets**: All information asked for regarding the technical equipment shall be included here. 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".** 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.
F.2.13	**Tender Closing** **Closing Date: Thursday, 28th January 2027** **Closing Time: 12:00 Noon**
F.2.14	**Tender offer validity** The Tender offer validity period is 120 Days.
F2.15	**Provide other information** **The bidders are required to submit following documents and ERWAT reserves the right to request further clarification as and when required:** (1) Proof of SARS Tax status (pin issued by the South African Revenue Services). (2) Completion of MBD 1,2, 3.1, 4, 5, 6.1, 8 and 9 forms (3) The following information will be verified with the returnable schedule: a. An updated record of payment of rates and taxes (not older than three months) and services to the relevant Municipality must be attached for the bidding company and all its directors. The following cases will be reviewed and assessed where applicable. i. Where the bidder or any director/member leases premises and municipal accounts are not in their name, a valid lease agreement with a SAPS Affidavit must be submitted. ii. Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority falling within the bid period together with the SAPS Affidavit clearly stating that the bidder does not pay rates and taxes.

	iii. If the company have directors that are spouses (with the same surname, address in the CK and CSD and the rates and taxes only specify one spouse the rates and taxes will be sufficient for both if submitted. If they are leasing refer to (). (4) In case of Joint Venture – the Joint Venture Agreement.
F2.16	**Certificates** The Bidder 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.
F3.1	**Opening of tender** Tenders will be opened in public at the ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspruit), Kempton Park.
F3.2	**Two-envelope System** A two-envelope procedure will **NOT** be followed.
F3.3	**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.
F3.4	**Arithmetical errors, omissions and discrepancies** ERWAT is to check BID offers for arithmetical errors in the following manner: 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 Bidder's addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the Bidder does not correct or accept the correction of the arithmetical error in the manner described above.
F3.5	**1. Evaluation of tender offers** The Bidder's 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 2022.

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:

- 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 initialling 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).
- 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 is to make recommendations to the Bid Adjudication Committee (BAC). The Bid Evaluation Committee will shortlist 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 bidder responsible to submit within 5 working days and failure to do so will result in disqualification. 2) Score Bid evaluation points for price and specific goals 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.
	FUNCTIONALITY CRITERIA: - 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. Functionality criteria maximum points in respect of each criterion shall be as set out at the bottom of this table. All Tender submission will be evaluated by at least three evaluators against the Table below. Bidders 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. **Tender evaluation points** Tender evaluation points will be allocated as per the Supply Chain Management policy and the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 including the following: The points allocation for this Tender is: a) Price: 90 b) Specific Goals: 10 Regulations of disputes, objections, complaints and queries will be handled in accordance with the Supply Chain Management Policy of ERWAT.
F3.6	**Contract Documents** The Service Level Agreement (if applicable), Bid document and related attachments shall constitute the complete contract agreement.

	It should be noted that all ERWAT contracts are subject to the Municipal Financial Management Act (MFMA Act 56 of 2003), therefore in the event that there is any contradiction between the MFMA (Act 56 of 2003) and the GCC or any other applicable contractual agreement, the MFMA (Act 56 of 2003) and its applicable regulations shall take precedence. **This is a CIDB Contract, and the CIDB Board has initiated a B.U.I.L.D Programme which focuses on social development goals, namely, Targeted Enterprise Development and Skills Development. This contract is subject to the CIDB B.U.I.L.D Programme, and the relevant standards shall form part of the contract. This standard requirement as well as any other regulatory or legislative requirements will be included during the Service Level Agreement (SLA) stage.**
F3.7	**Provide copies of the contracts** The number of paper copies of the signed contract to be provided by the Employer is **one**.
Additional conditions	The additional conditions of the proposal are: 1) ERWAT may also request that the Bidder provide written evidence that his financial, labour and resources are adequate for carrying out the project. 2) ERWAT reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Bidder. The Bidders shall provide all reasonable assistance in such investigations 3) ERWAT reserves the right to award this contract to one or more bidders. The lowest bidder or any bid will not necessarily be accepted. The intention of ERWAT is to appoint a Minimum of One (1) bidder, and a Maximum of Three (3) Bidders for this Framework Contract. The decision to appoint multiple bidders will be based on the evaluation of bids received, the nature and scope of the work, and the Company's discretion to ensure optimal project delivery. 4) The number of bidders that will be appointed and the allocation of activities or items per bidder will be at ERWAT's discretion 5) The lowest bidding price will not necessarily be accepted and ERWAT reserves the right to determine market related rate to be offered to the successful bidders. 6) The rates of the highest-scoring bidder, subject to market evaluation (market related rate), will be offered to the **subsequent qualifying bidders based on tender specification.** 7) If the tender is found to be unauthorised, fruitless and wasteful or irregular as informed through a formal investigation, internal and or external audit outcome, the Auditor General, Council, ERWAT Board of Directors or National Treasury, ERWAT reserves the right to cancel the tender with immediate effect and the bidder will have no claim to his effect whatsoever. The final terms of payment (where applicable) will be negotiated with the bidder at the time for final close out of the contract.

1.1.1 MANDATORY REQUIREMENTS

The following should be noted in relation to the mandatory requirements:

Scope Related Information and Documentation Required:		
Please ensure that the following supporting documents are attached to your Bid Document. Please note that bidders will not be evaluated further if they do not provide evidence confirming compliance with any of the specified mandatory requirements. ***ERWAT reserves the right to verify supporting documents.***		
Item	**Description**	**Provide Supporting documents for the following:**
1.	CIDB Rating of **8CE Class or Higher Class**	Bidders shall submit proof of Current Registration. (at the time of submission, the document should be in good standing and not expired). ERWAT reserves the right to verify the validity of the submitted proof of evidence.
2.	Equipment verification	Copies of the following for the equipment listed in the table below: 1. eNatis documents (road vehicles) or proof of purchase (non-road vehicles or equipment). The bidder must submit this if owning the equipment or vehicles. OR 2. Lease agreement or rental agreement. This must be in the name of the bidder or the directors. In the event of a JV the documents must be in the name of the leading bidder

Item	**Description of Minimum Requirements**	**Supporting Evidence**
A.1	**Digger Loader (TLB) - 4x4 (120 kW)**	Provide the evidence requested in point 2 above for the items listed from A.1 to A.5
A.2	**Mini Loader (Bobcat or similar)**	
A.3	**Front End Loader (Min. 1.72 m³)**	
A.4	**Mini Excavator (8 ton)**	
A.5	**Excavator (20 ton)**	

1.2 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve the **minimum points out of 100** as stipulated under the functionality table for their technical proposals before their financial proposals and Specific Goals 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.

1.2.1 SCORING PROCESS

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

- The bidders experience similar projects.
- Bidder's Financial risk status

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.

1.2.2 SCORING CRITERIA FOR CIDB CONTRACTS:

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

STAGE 1

CRITERION	CRITERION DETAILS	POINTS
Company Experience	Company experience in the **PROVIDING SERVICES FOR THE CIVIL MAINTENANCE AND CONSTRUCTION PROJECTS INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT** **The reference letters or completion certificates must at minimum include:** a. Clear project description and project (contract) number b. The required scope should be clearly indicated. c. Signed with contact person and contact details of contact person. d. Only signed completion certificates or reference letters on the letterheads of the previous client/employer. **N.B: One contract number will equate to one reference.** **Points shall be allocated as follows:** • 5 and More reference letters or completion certificates = 60 • 4 reference letters or completion certificates = 40 • 3 reference letters or completion certificates = 30 • 2 reference letters or completion certificates = 20 • 0 to 1 reference letter or completion certificate = 0	**60**
Financial Capacity of Service Provider	The bidder shall provide a Bank Guarantee Letter/Bank Capability Letter (BCL) from an accredited financial institution on the official letterhead confirming that the bidder is in good standing and has the necessary funds or credit facilities to execute on the contract if awarded.	**40**

<table>
<tr><td></td><td>Points shall be allocated according to the following criteria.

<table><tr><th>Good For the Amount of</th><th>Points</th></tr><tr><td>8 Million Rand</td><td>40</td></tr><tr><td>7 Million Rand</td><td>30</td></tr><tr><td>6 Million Rand</td><td>20</td></tr><tr><td>5 Million Rand</td><td>10</td></tr><tr><td><5 Million Rand</td><td>0</td></tr></table>
Failure to produce the above will result in 0 points awarded.</td><td></td></tr>
<tr><td>TOTAL</td><td>Bidder must score a minimum of 80 points to be considered for further evaluation</td><td>100</td></tr>
</table>

Notes:

- **Bidders who score 80 and more will be considered for stage 2 evaluation.**

STAGE 2

BIDDERS' SITE EVALUATION:

ERWAT will conduct **bid evaluation site visits** to inspect the plant and equipment as part of the evaluation process and request additional information for **clarification during bid evaluation site visits. Failure to avail operational plant and/or equipment during the scheduled bid evaluation site inspections will lead to disqualification of the bidder.**

THIS TABLE IS FOR COMPLETION BY THE ERWAT TEAM. CONTRACTOR TO NOTE THAT THIS WILL FORM PART OF THE EVALUATION CRITERIA.

CONSTRUCTION RESOURCES VISUAL/SITE INSPECTION REPORT						
Item Description	**Common Name of Item**	**Minimum Number of Items Required**	**Minimum Capacity / Specifications**	**Required Item Verification Document(s)**	**Points Allocated**	**Points Scored**
1. Workshop Area or Storage Yard	Workshop Area or Storage Yard	1	Not applicable	Lease Agreement OR Municipal Rates in the Name of either one of the Director(s) or the Company	20	
Comments:						
2. Crawler Excavator	Excavator 20 Ton	2	20 Ton	Supplier Invoice or Lease Agreement and Manufacturer or Supplier Specification	10	
Comments:						
3. Bobcat / Mini Loader	Bobcat / Skidsteer Loader	4	800 kg Tare	Supplier Invoice or Lease Agreement and Manufacturer or Supplier Specification	10	
Comments:						
4. Backactor/ Backhoe Loader	Backhoe / Loader TLB 4X4	4	7 500 kg Tare	eNatis or Lease Agreement	12	
Comments:						

5. Tipper	Tipper 10 m3	2	10 000 kg Tare	eNatis or Lease Agreement	4	
Comments:						
6. Long Reach Excavator	Long Reach Excavator	1	30 Ton with 12m Reach	Supplier Invoice or Lease Agreement and Manufacturer or Supplier Specification	2	
Comments:						
7. Tanker/Waterkan	Water Tanker 18 000 Litres	2	12 000 kg Tare	eNatis or Lease Agreement	4	
Comments:						
8. Combination Truck / Tanker	Combination Truck 12 000 ltr	4	14 500 kg Tare	eNatis or Lease Agreement	10	
Comments:						
9. FlatDeck Elevating Unit/Flatbed trailer	Trailer Lowbed 20 Ton	1	9 000 kg Tare	eNatis or Lease Agreement	2	
Comments:						
10. Chassied End Tip / sloper back / end tipper/ scoop tipper	Tipper Truck ≥25m3 End Tip / Sloper	2	5 000 kg Tare	eNatis or Lease Agreement	4	
Comments:						

11. Slurry Sucker Maxi Dredging Unit	Dredging Machine/Flotation Dredger	1	Dredging Unit with Pump, Remote Controllable	Supplier Invoice or Lease Agreement and Manufacturer or Supplier Specification	10	
Comments:						
12. Mobile Trailer Pump / Mobile Drain Cleaner	6 Inch Overhead Pump/150mm Overhead Pump	1	50 cubic metre/hour	Supplier Invoice or Lease Agreement and Manufacturer or Supplier Specification	4	
Comments:						
13. Side Tipper	Side Tipper Trailers 40 Ton Combined	2	6 000 kg Tare	eNatis or Lease Agreement	8	
Comments:						
TOTAL POINTS (PLANT, EQUIPMENT AND WORKSHOP)					**100**	

Partial points will be awarded for equipment that is verified.

A bidder must score a minimum of 80 points to be considered for further evaluation.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this functionality evaluation schedule are within my personal knowledge and are to the best of my belief both true and correct.	
SIGNED AT	**AUTHORIZED SIGNATURE (UNDERSIGNED)**
DATE	**NAME AND CAPACITY**

ERWAT
EXCELLENCE IN WATER CARE

PROJECT NO: ERW2509/03

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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 key positions.

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.

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 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)
MBD 6.1	**PREFERENCE POINTS CLAIM FORM**
MBD 7.1	CONTRACT FORM: PURCHASE OF GOODS/SERVICES
	PART 1: TO BE COMPLETED BY THE BIDDER
	PART 2: TO BE COMPLETED BY ERWAT
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
FORM A	MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT
FORM B	NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE
FORM C	AUTHORITY OF SIGNATORY
FORM D	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND 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	COPY OF COMPANY REGISTRATION DOCUMENTS
FORM K	PROOF OF RELEVANT REGULATORY CERTIFICATION OR OTHER REQUIREMENTS IN TERMS OF THE REQUIRED REGULATORY AUTHORITY AS SET OUT IN THE SCOPE OF WORKS
FORM L	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS' INSURANCE TO COVER THIS CONTRAC
FORM M	BACKGROUND AND WORK EXPERIENCE
FORM N	EXPERTISE OF THE KEY PERSONNEL
FORM O	POPIA CONSENT FORM

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)

T2.1.1 IMPORTANT: Required Returnable Documentation:

Please ensure that the following supporting documents are attached to your Bid Document. Evaluation of these submissions will be done based on the MFMA requirements.

Item	Description of Document/Proof Sought	**To be completed by the Bidder** on submission of documents: Please fill in **"Yes" or "No"**	**For Office Use Only** Verified by SCM Official: Please fill in **"Yes" or "No"**
1	A valid Tax Clearance Certificate/SARS issued pin		
2	Copy of ID documents of owners/ members/ shareholders (see Bidders Information Section).		
3	The following information will be verified with the returnable schedule: a. An updated record of payment of rates and taxes (not older than three months) and services to the relevant Municipality must be attached for the bidding company and all its directors. The following cases will be reviewed and assessed where applicable. i. Where the bidder or any director/member leases premises and municipal accounts are not in their name, a valid lease agreement with a SAPS Affidavit must be submitted. ii. Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority falling within the bid period together with the SAPS Affidavit clearly stating that the bidder does not pay rates and taxes. iii. If the company have directors that are spouses (with the same surname, address in the CK and CSD and the rates and taxes only specify one spouse the rates and taxes will be sufficient for both if submitted. If they are leasing refer to (i)		
4	Current Certificate of Good Standing from Compensation Commissioner		

T2.1.2 Other Returnable Documents required for the evaluation.

Item	Description of Document/Proof Sought	**To be completed by the Bidder** on submission of documents: Please fill in **"Yes" or "No"**	**For Office Use Only** Verified by SCM Official: Please fill in **"Yes" or "No"**
1.	Copy of Company/ Registration Documents (see Bidders Information Section).		
2.	Copy of B-BBEE Verification certificate from an accredited Verification Agency or BBBEE Affidavit signed by Commissioner of Oaths, as provisioned in the B-BBEE Act and its Regulations.		
3.	Proof of CSD registration (Supplier number and unique reference ID).		
4.	Proof of CIDB		

ERWAT
EXCELLENCE IN WATER CARE

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T2.2 RETURNABLE SCHEDULES

MBD 1

PART A
INVITATION TO BID

You are hereby invited to bid for requirements of ERWAT	
Bid Number	**ERW2509/03**
Compulsory Briefing session date and time. *Kindly refer to Clause F.2.7 of the bidding document relating to the Clarification Meeting (provisions for attending briefing sessions)*	**Wednesday, 20th January 2027 @ 10:30.** **REGISTRATION REQUIRED.** **Kindly access the briefing session virtual link from the ERWAT website – procurement page.**
Closing date	**Thursday,28th January 2027**
Closing time and venue	12h00 noon at ERWAT Head Office, R25 Bapsfontein Road, Norkem Park
Submission of bid documents	All tender submissions must be provided in hardcopy format on the original bid document as supplied by ERWAT and deposited in the tender box. In addition to the hardcopy, bidders are requested to submit an identical electronic copy (in PDF format) of the complete tender document via email to **TenderE-Submission@erwat.co.za**. The email must clearly state the tender reference number and the bidder's name in the subject line. The electronic submission must be made by the tender closing date and time. While submission to **TenderE-Submission@erwat.co.za** is not mandatory, bidders are encouraged to do so to assist with the efficient evaluation of bids. Bidders will not be disqualified for not submitting an electronic copy. Both the hardcopy and electronic versions must be identical in every detail, including all completed forms, signed declarations, schedules, and supporting documentation. In the event of any discrepancies between the hardcopy and the electronic copy, the hardcopy version will be considered the official and legally binding submission. Bidders are therefore responsible for ensuring that the contents of both formats are complete, consistent, and fully aligned.
The successful bidder will be required to fill in and sign a written contract form (MBD7).	

Bidder Information	
Name of Bidding Company	
Company physical address	
Company postal address	
Contact details	Company Representative (Name):
	Telephone:

	Cell phone:
	E-mail address:
National Treasury Central Supplier Database number: (Compulsory)	MAAA
CIDB Grading CRS number	
Vat registration number	
Tax Compliance status	TCS Pin:
Are you the accredited representative in South Africa for the goods/ services/ works offered? If yes, attach proof from the agency your company is accredited to represent	
Total number of items offered	N/A
Total price (including VAT)	**All Tendered Rates**
SCM related enquiries:	**Chantel Kearns/ Phumzile Mdlalose/ Inkosinathi Nhlapo** E-mail Address: chantel.kearns@erwat.co.za or Phumzile.mdlalose@erwat.co.za or Inkosinathi.nhlapo@erwat.co.za Tel: 011 929 7000
Technical enquiries	Mr. Stefanus Weyers E-mail: stefanus.weyers@erwat.co.za Tel: 0849510230

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (GCC 2015, THIRD EDITION) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: Failure to provide any of the above particulars may result in your bid being disqualified.

Name & Surname of Representative: _____

Signature Of Bidder: _____

Capacity Under Which This Bid Is Signed: _____

Date: _____

MBD 2

TAX CLEARANCE CERTFICATE 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.

THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:

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

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

MBD 3.1

PRICING SCHEDULE – FIRM PRICES

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER: _____

ERW2509/03: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

CLOSING DATE: THURSDAY, 28 JANUARY 2027 AT 12:00

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY	INCLUSIVE OF VAT (ALL APPLICABLE TAXES INCLUDED)

Kindly refer to the pricing schedule attached to this document.

Required by: **OPERATIONS DEPARTMENT**

At: **EKURHULENI WATER CARE COMPANY**

Brand and Model: NOT APPLICABLE

Country of Origin: NOT APPLICABLE

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s): _____

Period required for delivery: To be determined at the conclusion of the Service Level Agreement

Delivery basis **To be finalized as at time of award.**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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: | | | | | | | | | | | | | |

   4.3 Position occupied in the Company (director, trustee, shareholder[2]):

   _____

   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

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? ***(This refers to all companies involved in, regardless of the commodity – please refer to the last page of the bidding companies CSD report that will show the MAAA numbers of the other active companies that Directors etc. have interest in).***

YES / NO

If so, furnish particulars.

_____

_____

_____

_____

_____

_____

5. Full details of directors / trustees / members / shareholders ***in the service of the state. * (refer to the section below the table for the definition of "in the service of the state)".***

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.

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**

MBD 5

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

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

Bidders are required to submit **audited** financial statements for the **past three years** for bids where the threshold exceeds R10 million ***if they are required to prepare annual financial statements for auditing by law.***

If your company is not required by law to submit audited financial statements; unaudited/reviewed financial statements will be accepted.

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

***YES/NO**

1.1 If yes, submit **audited** annual financial statements for the **past three years** or since the date of establishment if established during the past three years***. All the AFS are signed off by a registered Chartered Accountant that is a Registered Auditor (e.g. IRBA registered).***

_____

_____

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES/NO**

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

2.2 If yes, provide particulars.

_____

_____

_____

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/ NO**

3.1 If yes, furnish particulars

_____

_____

4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

**** Delete if not applicable***

4.1 If yes, furnish particulars

_____

_____

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**

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all the tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

a) The 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender shall be awarded for:

(a) Price; and
(b) Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

1.3 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.4 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2.1 POINTS AWARDED FOR PRICE

2.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3. POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the bidder)
EME or QSE 51% owned by women	2	
EME or QSE 51% owned by youth	2	
EME or QSE 51% owned by people with disabilities	2	
EME or QSE 51% owned by military veterans	2	
EME or QSE within the boundaries of Ekurhuleni Municipality	2	

The above information will be verified in accordance with the bidders B-BBEE certificate, and or a certificate from the companies and intellectual property commission (CIPC), the department of Military Veterans and or other supporting documents. All supporting evidence must be submitted in order to claim the preferential procurement points claimed. ERWAT reserves the right to verify the information submitted.

In the case of multi-parties (Joint ventures, consortiums, partnerships, etc.), allocation of points will be calculated by adding the individual parties in the JV, etc. ownership % together; divide the total by the number of parties in the respective joint ventures, consortiums, partnerships, etc. The average % will thus be the indicating factor for the number of points to be scored limited to the maximum available points.

EXAMPLE

Joint venture:

Party 1 = 51% EME/QSE owned by women
Party 2 = 100% EME/QSE owned by women
= **151%** / 2 parties in the JV = 75% and will score = 2 points

The above principle will apply to points 1, 2, 3 & 4 indicated in Table 1 above.

For point 5: The collective JV agreement's address, or the Lead JV partners' domicile Address will be utilized for scoring of points.

DECLARATION WITH REGARD TO COMPANY/FIRM

3.2. Name of company/firm…….

3.3. Company registration number: ……...

3.4. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

3.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

……

MBD 7.1

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 **ERW2509/03** 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);
   - Specific Goals (refer to MBD 6.1)
   - 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 fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

CAPACITY ……

SIGNATURE ……

NAME OF FIRM ……

DATE ……

WITNESSES

1 ……

2 ……..

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..……

   accept your bid under reference number **ERW2509/03** dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

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

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

SIGNED AT ……ON……..

NAME (PRINT) ……..

SIGNATURE ……..

OFFICIAL STAMP

WITNESSES

1. …….

2. …….

DATE …….

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the 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 *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME_____

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

PROJECT NO: ERW2509/03

in response to the invitation for the bid made by:

EKURHULENI WATER CARE COMPANY (ERWAT)
(Name of Municipality/Entity)

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

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 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**

FORM A

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

The following information will be verified with the returnable schedule:

a. An updated record of payment of rates and taxes (not older than three months) and services to the relevant Municipality must be attached for the bidding company and all its directors.

The following cases will be reviewed and assessed where applicable.

i. Where the bidder or any director/member leases premises and municipal accounts are not in their name, a valid lease agreement with a SAPS Affidavit must be submitted.

ii. Bidders that are residing in Traditional lands must attach a recent letter from the Tribal Authority falling within the bid period together with the SAPS Affidavit clearly stating that the bidder does not pay rates and taxes.

iii. If the company have directors that are spouses (with the same surname, address in the CK and CSD and the rates and taxes only specify one spouse the rates and taxes will be sufficient for both if submitted. If they are leasing refer to (i)

FORM B

CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE

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

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 or in the case of Sole Directorship a letter signed by the Director.

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-person business/sole propriety: This shall be clearly stated and all documents shall be signed accordingly.

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm…….

Company registration number/ ID number: ……...

TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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 as prescribed by the Company's Act and/or other applicable legislations.

Please note that ERWAT reserves the right to contact the bidder for clarification on submissions related to the authorisations related to the bidding entity.

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. _____

Please note that ERWAT reserves the right to contact the bidder for clarification on submissions related to the authorisations related to the bidding entity.

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 an 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.

Please note that ERWAT reserves the right to contact the bidder for clarification on submissions related to the authorisations related to the bidding entity.

FORM D

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

Notes to Bidder:

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

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:	0-6 months ☐ 7-12 months ☐ 13-24 months ☐ More than 24 months ☐ (Tick which is appropriate)

_____

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.

FORM E

RECORD OF ADDENDA TO BID DOCUMENTS

N.B: Please note that where appliable, bidders are required to complete the table below acknowledging receipt of Addendum/s. All pages in relation to the Addendum must be strike through with a note **"REPLACED** by **ADDENDUM/S"**. The revised pages in relation to the Addendum/s must be **attached** as an Annexure to the bid document. The initial documents must remain in the bid document and **MUST NOT BE REMOVED** as this will lead to a disqualification.

Kindly note that where addendums are issued, such are communicated to bidders who attended the briefing session at the e-mail address that is supplied by the bidder/s recorded on the attendance register.

The e-mail address supplied by bidders on the attendance register for physical briefings will be utilised as the official communication address. Where virtual briefings are held, the e-mail address submitted by the suppliers on the registration attendance register will be utilised as the official communication address.

It remains the responsibility of the bidder to ensure that the correct valid e-mail address is captured. ERWAT accepts no responsibility for returned messages reflecting to be undeliverable or due to invalid/non-existing details.

The addendum/s are uploaded onto the ERWAT website under the respective tender number and bidders should visit the website before the closing date and time to ensure that all communication has been accessed and taken into account with the submission of this bid.

I/We confirm that the following Addendum/s listed below have been received and added to this document as an Addendum. Please note you may not modify or remove any part of the original Bid document except for the strikethrough requirement.	
Date	**Addendum/s No**

SIGNATURE ON BEHALF OF BIDDER **DATE**

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.

EXAMPLE OF CONTENT OF THE LETTER

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:** _____

FORM G

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT /PLAN (WHERE APPLICABLE)

FORM H

CERTIFIED COPY OF ID DOCUMENT/S OF MOWNERS/MEMBERS/SHAREHOLDERS CURRENT

FORM I

CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER

FORM J

COPY OF COMPANY REGISTRATION DOCUMENTS

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

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. **JOINT VENTURES, TRUSTS OR CONSORTIUM**

   - Copy of the Joint Venture Agreement between all the parties,
   - As well as the documents in (1) or (2) and (5) of each Joint Venture member.

   A trust, consortium or joint venture, will be able to claim for points for their specific goals provided that the entity submits a valid signed agreement.

   Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

   The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

4. **FOR PARTNERSHIP**

   - Certified Copies of the ID's of the partners

5. **ONE-PERSON BUSINESS / SOLE TRADER/SOLE PROPRIETOR**

   - Certified Copy of ID

FORM K

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

BIDDERS MUST HAVE A MINIMUM CIDB GRADING OF **8 CE** TO QUALIFY FOR EVLUATION.

FORM L

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

Bidders are required to ensure the safekeeping and insurance of items in place until such time that the works/goods or services are handed over to ERWAT and ERWAT has signed off thereon.

FORM M

BACKGROUND AND WORK EXPERIENCE

Briefly summarize the Company's experience with regard to gearbox installations in industrial plants/ and/ or municipal water/wastewater treatment plants. Select up to five projects completed in South Africa that are similar in scope and magnitude to this project. For each project **COMPLETED**, attach a Certificate of Completion and/ or Reference Letter.

	EMPLOYER	EMPLOYER'S REPRESENTATIVE (NAME, TEL, E-MAIL)	PROJECT TITLE AND DESCRIPTION OF WORK Inc. CAPACITY OF THE WORKS	VALUE OF WORK (R-Rand)	COMPLETION DATE
PROJECT 1					
PROJECT 2					
PROJECT 3					
PROJECT 4					
PROJECT 5					

SIGNED ON BEHALF OF THE COMPANY _____

FULL NAMES OF SIGNATORY _____

IN HIS CAPACITY AS _____

DATE _____

FORM N

EXPERTISE OF THE KEY PERSONNEL

1. All staff/personnel that the bidder will be utilizing on site, must comply and adhere to all legislated provisions for the duration of the contract *(for example, only trained, certified and competent operators may operate construction vehicles).*

KEY STAFF EXPERIENCE				
Position on this Contract	**Full Name**	**ID No.**	**Qualifications**	**No. of Relevant Years of Experience**

FORM O

POPIA CONSENT FORM

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

The Service Provider and ERWAT shall comply with the requirements of Protection of Personal Information Act of 2013 ("POPIA") and both parties are to ensure that appropriate measures are implemented to protect all personal information processed by both parties for the duration of the contract and beyond the contract expiry. Any breach where personal information is compromised, this must be reported to the affected party within 24 hours after the discovery of the breach.

The Service Provider shall maintain the confidentiality of all Personal Information, ensure that its personnel, joint venture parties, subcontractors are also bound to process and safeguard any personal information that they are entrusted with.

By signing this referral form:

a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.

b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the ERWAT (responsible party) must use my/our information in the performance of its public legal duty.

c) I/we understand that my/our personal information may be disclosed to a third party in as far as the ERWAT must fulfil its public legal duty.

d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the ERWAT website.

Company name: _____

Company address: _____

_____

Name & Surname of Company Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

Name& Surname of ERWAT Information Officer: _____

Signature: _____

Designation: _____

Date: _____

Name& Surname of ERWAT Deputy Information Officer: _____

Signature: _____

Designation: _____

Date: _____

ERWAT
EXCELLENCE IN WATER CARE

PROJECT NO: ERW2509/03

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

C1 AGREEMENTS AND CONTRACT DATA

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.4 Occupational Health and Safety

C1.5 Corporate Governance Breach Clause

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: ERW2509/03:

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

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 RATES FOR THE GOODS, AS SET OUT IN THE PRICING SCHEDULE/BILL OF QUANTITIES (THE PRICES INCLUSIVE OF VALUE ADDED TAX), IS HEREBY CONFIRMED FOR THE PERIOD OF THE CONTRACT PERIOD INCLUDING THE PROVISIONS FOR THE ANNUAL ESCALATIONS (WHERE APPLICABLE)

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 (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***

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

FOR THE BIDDER:

Signature(s) ....

Name(s) ....

Capacity ....

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

Name & Signature
Of Witness ....
Name Date

FOR THE EMPLOYER

Signature(s) ....

Name(s) ....

Capacity ....

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

Name & Signature
Of Witness ....
Name Date

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.

"The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. In the event of any contradiction between the GCC or any other applicable contractual agreement, the Municipal Financial Management Act and its applicable regulations will take precedence."

The contract will commence on the last signature date of the Service Level Agreement.

If the tender is found to be unauthorised, fruitless and wasteful or irregular as informed through a formal investigation, internal and or external audit outcome, the Auditor General, Council, ERWAT Board of Directors or National Treasury, ERWAT reserves the right to cancel the tender with immediate effect and the bidder will have no claim to his affect. The final terms of payment (where applicable) will be negotiated with the bidder at the time for final close out of the contract.

AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

DATA PROVIDED BY THE EMPLOYER

Clause	Data
SCC1.3.2	**Add to clause: Applicable legislation** **It should be noted that all ERWAT contracts are subject to the Municipal Financial Management Act (MFMA Act 56 of 2003), therefore in the event that there is any contradiction between the MFMA (*Act 56 of 2003*) and the GCC 2015 or any other applicable contractual agreement, the MFMA (*Act 56 of 2003*) and its applicable regulations shall take precedence.**
	Definitions The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
SCC1.1.1.7	**Add to Clause:** **The Framework Agreement is subject to the best practices published in terms of the B.U.I.L.D Programme. (Government gazette 28 April 2023)** **It will be the condition of contract that:** i. The contractor shall achieve in the performance of the contract the ***Contract Skills Development Goal (CSDG)*** established in the CIDB Standard for Developing Skills through Infrastructure Contracts as published in **Gazette Notice No.48491 of 28 April 2023.** ii. The contractor shall achieve in the performance of the *contract* ***the Contract Participation Goals (CPG)*** relating to the engagement of targeted enterprises as established in the CIDB Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette **Notice No.36190 of 25 February 2013**
SCC 1.1.1.13	The Defects Liability Period is **12** months from the date of the Certificate of Completion. The Defects Liability Period is **12** months from the date of the Certificate of Completion per installation.
SCC 1.1.1.14	The Works shall be completed within **36** months from the commencement date on an "as and when required basis". The Purchase Orders of the Works shall be placed within **36** months from the commencement date on an "as and when required basis".
SCC 1.1.1.15 **1.2.1.2**	The Name of the Employer is **ERWAT** The address of the Employer is: The Managing Director Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspruit) Kempton Park Telephone: 011 929 7000

Clause	Data
SCC 3.2.3	**Add the following:** Approval of the Employer is required for: 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 Accounting Officer for the issue of the cession has been requested and obtained ii). Use of contingencies – for all items for which rates have not been approved in terms the contract. iii). Extension of Time – extension of time can only be granted by the Employer.
SCC 4.1.2	**Add the following:** **"**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"
SCC 4.4.1	**Add the following:** The Contractor is to submit to the Employer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including: ▪ Previous experience ▪ Work which will be sub-contracted to him/her ▪ Approximate value of the work to be sub-contracted Before the Employer 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: ▪ Informs the Employer in writing that he has reasonable cause for withholding or refusing such payment; and ▪ Submits to the Employer reasonable proof that he has so informed such sub-contractor in writing
SCC 4.9.1	**Add the following:** "All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards. Should any equipment, in the opinion of the Employer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer may instruct the Contractor to replace such equipment.''

Clause	Data
SCC 5.3.1	**Add the following to 5.3.1:** The documentation required before Commencement of the Works are: • Health & Safety Plan (Refer to Cl. 4.3 of GCC 3rd Ed 2015) • Initial Programme (Refer to Cl. 5.6 of GCC 3rd Ed 2015) • Security (Deed of Guarantee) (refer to Cl. 6.2 of GCC 3rd Ed 2015) • Insurances (Refer to Cl. 8.6 of GCC 3rd Ed 2015)
SCC 5.3.3	**Add the following:** The time to the documentation required before Commencement of the Works execution is **28** days
SCC 5.4.1	**Add the following:** The Commencement Date shall be the date the contractor is given possession of site.
SCC 5.8.1	**Add the following:** The special non-working days are the official builder's holiday plus all statutory public holidays.
SCC 5.12	**Add the following:** A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer, 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.
SCC 5.12.2.1	**Add the following:** Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. 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.

Clause	Data
	Rw = Actual average rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. 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. If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. 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. 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. 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. 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.
SCC 5.13.1	**Add the following:** The penalty for failing to complete the works is shall be calculated as follows; Purchase Order value multiply 0.04% per day
SCC 6.2.1	**Add the following:** The Security to be provided by the Contractor shall be the Performance guarantee liability of **10 %** of the Purchase Order. This guarantee shall be delivered within 21 days of the Commencement Date
SCC 6.2.2	**Add the following:** 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). 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. "
SCC 6.9.1	All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Client's Representatives approval of such material must be gained before use thereof.

Clause	Data
SCC 6.10.1.5	**Add the following:** The percentage advance on materials not yet built into the Permanent Works but received on site is **80** %.
SCC 6.10.3	**Add the following:** The **5%** retention of the purchase order value will be released upon completion of the works and the remaining **5%** retention amount shall be released at the end of **12 months** defects liability period.
SCC 6.10.4	**Add the following:** The limit of retention money is **10** % of the purchase order value.
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/SANS/ISO standard does not exist for a certain material, or a material does not bear the official standardization mark, the Employers approval of such material must be gained before use thereof.
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 Purchase Order value.
SCC 8.6.1.3	**Add the following:** The Service Level Agreement (SLA) subsequent to award will include the following: • The limit of indemnity for liability insurance is 10 % of Purchase Order value.
SCC 1.1.1.8	**Clause 1.1.1.8A**: Terms for Issuing of Work Orders/Instruction to Perform Work (IPW): The Service Provider acknowledges that it is the objective of the Employer to create a Framework agreement for this tender for the Contract Period of Performance to ensure that as-and-when the Employer requires services scoped as per this contract; the Service Provider is in position, without delay, to render such services. Thus, to this end: a) The Employer does not guarantee a minimum or maximum expected quantum of work/services or fee value of work/services other than that which may be formally issued and accepted by the Services Provider during the term of the framework agreement. Emphasis is made on CIDB Practice None 15 (Synopsis and Introduction)), that the CIDB grading should not be understood as a commitment to a minimum quantum of work equal to the lower limit of the CIDB grade applicable to this contract. The issuing of orders will be subject to budget availability and other factors that may influence prioritisation of services to the client during the term of the agreement. b) The Framework agreement may not bind the Employer to only make use of the agreement to meet the needs of the organisation.

Clause	Data
	c) The Employer shall reserve the right to allocate purchase orders to more than one service provider depending on the nature of the assignment. d) When the framework agreement is concluded, it has a zero value or specified volumes of works/services, and the Employer shall have no obligation to pay the Service Provider appointed to the framework agreement.
SCC 1.1.1.8	**Add New Clause 1.1.1.8B,** Selection of Service Providers for Work Orders/Instruction to Perform Work (IPW): Work Orders from a framework agreement with a number of Service Providers covering the same scope of work may be made with and without requiring competition amongst the framework Service Providers. Therefore, as is the case of this framework agreement, non-competition and competition shall follow the following terms: **1.Non-Competition:** for the scope of work where the prices, fees and expenses have been adequately provided, the selection of service providers shall be conducted without competition and based on the following terms: a) For all works that are considered to be associated with low to moderate inherent risks in the opinion of the employer, selection of service providers from the panel shall be mainly conducted on a rotational basis. And service providers shall be placed in the panel from the bidder who scores the highest preferential points to the bidder who scores the lowest preferential points. b) For works that significantly warrant risk concerns, the employer shall reserve the right to invite the Service Provider(s) who in their opinion is most suitable to provide the work in the best interest of the Employer. Factors such as largely identical previous experience in the works/service being instructed, specialist expertise, financial models, etc shall influence such decisions. c) The value of the batch, task or package order is less than the threshold for the quotation procedure. **2.Competition**: in the Framework contract shall be opened, and contractors invited to submit quotations to provide work/services in terms of the Works Order in the cases where: a) The terms of the framework contract require modification, or b) The terms in the framework agreement are insufficiently precise or complete to cover the requirements of the Works Order (e.g., Time based Fees, uncertainty of scope,ect); or c) The competitive process will provide a better quality of service and good value for money. d) There is no advantage or justifiable reason for issuing a Works Oder to a particular Framework Service Provider.

PART 2: DATA PROVIDED BY THE CONTRACTOR

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

C1.3 FORM OF GUARANTEE

PROJECT NO: ERW2505/03

APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY, DELIVERY AND INSTALLATION OF PUMPS AT ERWAT WASTEWATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS

WHEREAS .....

at .....

(Hereinafter referred to as "the Employer")

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

Pro-Forma

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 renfunciation of the benefits of division and excursion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.

2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

4. Our total liability hereunder shall not exceed the sum of (R .....).

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

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

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

As witnesses:

1. ..... Signature

2. ..... Signature

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

Address

.....

.....

.....

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

THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

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 WITNESSED 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 2010 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or

(b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.

3 The Mandatory declares himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:

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

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

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

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

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

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

a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

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

Witness ..... Witness .....

(Name) ..... (Name) .....
(Print) (Print)

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

Witness	.....	Witness	.....
(Name) (Print)	.....	(Name) (Print)	.....

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.....:

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 aforegoing 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: _____

ERWAT
EXCELLENCE IN WATER CARE

EKURHULENI WATER CARE COMPANY

PUBLISH DATE: THURSDAY, 19TH NOVEMBER 2026

TERMS OF REFERENCE/SCOPE OF WORKS

ERW2509/03: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

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1. INTRODUCTION

The contract consists of Civil and construction work , including of rental of Plant, Vehicles and Equipment to the various ERWAT Sites, not limited to (ERWAT has 19 Water Care Works) as and when required for a fixed period to perform tasks that include civil engineering services. The Service Provider shall supply the Driver, Operator, Fuel, and items of expense necessary for the rental of Plant, Vehicles and Equipment as and when required.

2. SCOPE OF WORK

During its day-to-day operation ERWAT has activities that requires the rental services, for the listed equipment to be utilised for this include but not limited to these functions:

a. Removal of sludge produced onsite to a dedicated area
b. Loading of sludge on trucks for the farmers
c. Cleaning of some critical process units
d. Rehabilitation / repair of critical process units and or pipelines
e. Making preventative fire breaks for prevention of veld fires
f. Road maintenance and clearing of paths where is necessary
g. Prevention of sludge spillages on the embankments of the sludge paddies and unblocking main conveying systems / manholes
h. Trenching and excavations
i. Minor civil works and pipeline repairs
j. Pipe line cleaning

These are some of the few core activities that the rental of equipment's will be subjected to, and these will be done as and when required by the plant manager or designated person of that specific Water Care Works, or other department within ERWAT.

3. GENERAL REQUIREMENTS

The Service Provider must ensure that the vehicles/ equipment quoted on, in this bid document are fit for service. ERWAT reserves the right to inspect all hired vehicles and equipment arriving on site, to establish the vehicles' or equipment's fitness for service (including road worthiness where applicable). Should it be found that a hired plant, vehicle or equipment is not fit for service, the plant, vehicle or equipment will be returned to the service provider with no cost implication to ERWAT (transport or hire rates).

All vehicles, plant and equipment must comply with provisions of the National Road Traffic Act 93 of 2003, its regulation and its amendments, including but not limited to road worthy certificates, licenses and registrations etc. The service provider must ensure that vehicles supplied have sufficient fuel to cover the area of work for the entire shift. All Plant, Vehicles and Equipment tendered for by the Bidder will be subjected to inspection by ERWAT Representatives prior to the award of this tender.

All quotes and invoices must include the rental of equipment as well as the purpose of, for example Removal of sludge or loading of sludge

ERWAT reserves the right to monitor activities by requesting vehicle tracking and or before and after pictures

- ERWAT reserve the right to utilizes one or more bidders at the same time.
- ERWAT reserves the right to appoint another service provider to complete the works and penalties

3.1 Pipe Line Cleaning

a. The bulk of the pipe line cleaning will be required to be done on outfall sewer lines but not limited to.
b. The pipe line cleaning service cost per kilometre must include the following as well as all direct and indirect costs:

i. All equipment and machinery required in relation to the specific pipe size.
ii. All the staff requirements.
iii. All consumables and ancillary costs.

3.2 Special notes

i) No plant or labour is to be brought onto site until specifically ordered in writing by ERWAT.

ii) Attend site induction training before any work can be undertaken.

iii) 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 relevant commodity and scope of work items covered by this document taking into consideration that the most current regulation will always take precedence.

iv) Request and Receive all the relevant work permits/access control and authorizations have to be obtained before any work can be undertaken after approval of the Safety and Health Plan.

3.3 Condition of Bid

a) ERWAT reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).

b) ERWAT does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of any bid.

c) ERWAT will place orders as and when required during the contract period.

d) Bidders should note that they may be required to work in collaboration with other contractors as and when required.

e) In the event of an emergency, preferred bidder(s) will be requested in writing to confirm the availability of plant, vehicle or equipment and if no written response is received within 4 working hours from the preferred bidder, it will be assumed that the plant, vehicle or equipment is not available and will it be sourced from alternative bidder.

f) The vehicles provided must comply with the National Road Traffic Act 93 of 2003.

h) Daily working hours are from 07h00 – 17h00. 1Hour lunch break included in the time period shall not be charged. Maximum of 9Hours per day will be billable.

i) Vehicle, plant and equipment may be required for after-hours work that will be billable at after-hours rates in the pricing schedule.

j) Service Providers will only be remunerated for the exact hours worked and in line with the number of plant and equipment allocated. ERWAT will not pay the service provider if the works have been performed without an official purchase order.

k) Break downs: Should a machine break down during the course of work, ERWAT will only pay for actual hours worked.

l) Bidders will be required to submit timesheets to the ERWAT site supervisors daily.

m) Operator's licences / PDP's / Competency Certificates: All operators must have their respective ORIGINAL drivers licences, PDP's and competency certificates on them at all times during operations. Inspections will be done on an ad hoc basis and should an operator fail to provide his licences, a Non-Compliance Report will be filed immediately. The operator will not be allowed to continue with any operations. ERWAT will not pay for any hours for a machine that is working without a legal operator.

n) Inclement weather shall not be charged.

o) No restrictions to kilometres travelled should be imposed.

p) The accommodation for the operator/driver must be provided by the service provider. No driver / operator will be allowed any accommodation, of any form, on Workstations and sites.

q) Ground Engagement Tooth (G.E.T) shall not be charged.

r) Insurance of the machines and excess thereof as well as public liability shall be for the account of the Service Provider. Details will be finalised at Service Level Agreement (SLA)

s) ERWAT reserves the right to instruct the service provider to remove the plant and or equipment if the plant does not perform as the manufacture's specifications or ERWAT's satisfaction.

t) In the event of mechanical breakdown / failure, an official of ERWAT shall notify the service provider of the mechanical failure. The Service Provider will be given a maximum of 6 hours to repair the machine and if necessary, the machine must be replaced. ERWAT will not reimburse for any cost regarding the down-time, should the stand-still be the result of mechanical failure of the hired vehicle or equipment. ERWAT reserves the right to hire in equipment from other service providers if and when the Service Provider can't provide replacement plant or equipment during breakdown periods, and the bidder shall have no claim to such.

u) Transport to and from site for the replacement of machinery shall be for the Service Provider's account.

v) Transportation of Plant, Vehicles and Equipment to various workstations and sites shall be for the Service provider's account and must be with exception to the following heavy plant that require additional transportation plant (for example: low-bed):

- Excavators
- Bulldozers
- Graders
- TLB's and loaders
- Pumps / Generators
- Dredging Equipment
- Tractors and Slashers

All other plant allowed on the road networks by the relevant South African Traffic Rules and Regulations will be transported to these various workstations and site at the Service provider's account.

w) ERWAT will not be liable for any claims and damages to contractor plant, vehicles, equipment or staff and any other third party damages that may occur during the duration of the contract period.

4. PROJECT MANAGEMENT AND CONTRACTING AUTHORITY

The project will be managed by the Operations Department within Ekurhuleni Water Care Company.

5. REPORTING REQUIREMENTS

5.1. **The service provider shall provide the following reports**:

The reporting table below is a general guideline. Reporting requirements will be finalised as part of Service Level Agreement (SLA)

5.1.1. Table 1: Reporting

Name of report	Content	Due date
Inception report	Analysis of existing situation and work plan for the project	Upon receipt of a formal appointment the bidder to discuss the due date for the inception report with timelines as agreed to in the service level agreement that will carry over to the performance evaluation document for monitoring.
Monthly report	Monthly status report (technical and financial)	As agreed to in the finalised service level agreement and monitored at the monthly performance evaluation sessions.
Closeout and handover report	To be submitted on the last month of year 3.	As agreed to in the finalised service level agreement not exceeding 15 days from date of expiry date of the tender contract.

5.2. **Submission and approval of reports**

The inception report, monthly progress report and closeout report must be compiled and submitted to the departmental Project Manager within the set timelines as indicated in the service level agreement and or the performance evaluation document

6. SUBMISSION REQUIREMENTS

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 to determine the eligibility of a bidder to be recommended for the 2nd phase of evaluation-qualified bidders goes through for the functionality evaluation. The evaluation criteria is related to previous Company experience.

2) Bidders will be scored points for price and specific goals as stipulated in the bid document

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.

6.1. Plant and Equipment Requirements

This is the minimum specifications ERWAT will consider:

The equipment listed below is a summary of the key equipment required for maintenance activities. ERWAT reserves the right to award the Tender per equipment type with associated accessories or in any other manner in relation to Bids received and requirements.

1.	TLB Digger Loader	120 kW with reach at full height of 1.2 m
2.	Skid Steer Loader	800kg Lifting capacity
3.	Skid Steer Loader	1000kg Lifting Capacity
4.	Front End Loader	1.72 m^3
5.	Mini Excavator	8 ton
6.	Excavator	20 Ton
7.	Excavator	30 Ton
8.	Long Reach Excavator	30 ton Reach 12m
9.	Roller – Vibrating	16 Ton
10.	Grader	Minimum 15000 kg
11.	Bulldozer	18 Tons
12.	Tractor with slasher	Slasher minimum of 2m cutting width, tractor to suit
13.	Crane Truck	8 Ton
14.	Tipper Truck	6 m^3
15.	Tipper Truck	10 m^3
16.	Side Tipper Truck	45m3
17.	Sloper End Tipper Trucks	30m3

18.	Mobile crane	8 Ton
19.	Mobile crane	20 Ton
20.	Mobile crane	35 Ton
21.	Mobile crane	80 Ton
22.	Low-bed	20 Ton
23.	Low-bed	40 Ton
24.	Water Tanker Truck	6 000 Litres
25.	Water Tanker Truck	10 000 Litres
26.	Water Truck (Freshwater)	25 000 Litres
27.	Suction Truck	6 000 Litres
28.	Suction Truck	10 000 Litres
29.	Mobile HP Jetting Unit	Tank Capacity 10 000 Litres
30.	Combination jetting Truck	12 000 Litres
31.	Combination jetting Truck	10 000 Litres
32.	Diesel Pump	100 mm on Double AxleTrailer with suction Hose 100m delivery hose
33.	Diesel Pump	150 mm on Double AxleTrailer with suction Hose 100m delivery hose
34.	Diesel Pump	200 mm on Double AxleTrailer with suction Hose 100m delivery hose
35.	Pump Submersible	230 - 380v 70kw
36.	Pump Submersible	230 -380v 47kw
37.	Pump Submersible	230 -380v 22kw
38.	Pump Submersible	230 – 380v 18 kw
39.	Dredging Pump Slurry with HD Agitator	34 kW
40.	Generator with 100m Cable	500kva
41.	Generator with 100 m cable	250 kva
42.	Generator with 50m Cable	125kva

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C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

ERWAT
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C2.1 PRICING INSTRUCTIONS

1. This Contract is a Framework Agreement and shall be solely used to provide services on as-instructed basis, the Service Provider shall only tender rates against each item given in the Schedule of Rates so that as-and when the employer requires services scoped as per this contract; the Service Provider is in position, without delay, to render such services.

2. The Service Provider shall tender his rates considering that the employer does not commit itself to offer the Service Provider any minimum or maximum volume and or value of work during the term of the Framework Agreement. Emphasis is made on CIDB Practice None 15 (Synopsis and Introduction), that the CIDB grading should not be understood as a commitment to a minimum quantum of work equal to the lower limit of the CIDB grade applicable to this contract. The issuing of orders will be subject to budget availability and other factors that may influence prioritisation of services to the client during the term of the agreement.

3. The Schedule of Rates shall be read together with the scope of works including all technical specifications, and the service providers shall be expected to provide rates that are specific to the requirements of the scope of works and technical specifications contained in the bid.

4. The Service Provider shall ensure that a rate/amount is entered against each item in the Schedule of Rates. An item against which no rate or amount is entered shall be deemed grounds for a partially completed bid document and will lead to disqualification.

5. The rates/amounts tendered in the Schedule of Rates shall be the full inclusive rates/amounts to the Employer for the work described under the several items. Such rates/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, overhead charges, taxes (including value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based. The Service Provider shall ensure that all inserted rates are reasonable as these shall be used during bid evaluation and shall become the basis for payment of all work that will be carried out during the Term of the Framework Agreement.

6. The applicable Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings (where attached) shall be read in conjunction with the Schedule of Rates.

7. Descriptions in the Schedule of Rates 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.

8. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.

9. For the purposes of this Schedule of Rates, 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 Bidder 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 Schedule of Rates, the Specifications or elsewhere, but of which the quantity of work is not measured in units

10. The units of measurement indicated in the Schedule of Rates are metric units. The following abbreviations may appear in the Schedule of Rates:

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

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. Mistakes made by the Bidder in completion of the Schedule of Rates 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 Bidder. Failure to observe this Condition will lead to the Tender being disqualified.

13. **This is a Rates based contract developed under an indicative scope of work and therefore there are no quantities or Totals set out in the pricing schedule, Work Orders will only be generated on "as and when" required basis according to the rates offered and accepted at the negotiation and award stage.**

14. Work Orders generated on "as and when" basis shall contain estimate quantities for the proposed Works. The actual quantities of work/services rendered as finally measured and accepted and certified for payment in accordance with the applicable Conditions of Contract, and not the estimate quantities set out in the Bill of Quantities for the Works Order, 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 for the generated Works Order and the quantities certified for payment.

15. The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.

16. Evaluation for price scoring will be done by calculating the line items in the table below to an indicative sum to determine the highest scoring bidder as provided for in the PPPFA Regulation 2022.

17. The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

a) No price adjustment over the first 12-month period of the Contract.
b) Bidders annual increase will be done in terms of the percentage/price indicated in the pricing schedule provided for years 2 and 3.

18. It is the Main Contractor's responsibility to make sure their offered Rates are market-related such that they can in turn pay market-related Rates to subcontractors. Should there be a deficit between the Main Contractor's rates and the Subcontractor's tendered or negotiated Rates, the main Contractor will have to cover for such difference.

19. The Contractor's monthly invoice shall be accompanied by confirmation from the Engineer or his duly authorised representative that items listed for payment have been successfully executed and/or delivered as required. Failure to obtain such confirmation from the Engineer or his duly authorised representative shall result in non-payment of the Contractor's invoice until the default has been corrected, or the deemed incomplete items are excluded from the invoice.

20. The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Engineer or his duly authorised representative.

21. The Provisional Sums and Tendered amounts/prices shall be applicable per Works Order or IPW issued and should not be deemed to represent the maximum available budget for the entire Framework Contract.

22. **Provisional Sum and Allowable for Contingencies**

22.1. The Contractor must obtain a minimum of three quotations (where possible) to be approved in writing by the relevant ERWAT Chief Financial Officer before proceeding with the Works.

22.2. The Provisional Sums and Contingencies shall be applicable to the maximum amount in each case where a Works Order is released and shall be considered to be available to the maximum amount for any Works Order generated until the contract expires. It shall be noted that these sums shall not be understood to be the total Provisional Sums and Contingencies applied once off to the entire contract.

22.3 The Preliminary and General rates and amounts shall be applicable to the maximum in each case each Works Order at a time and shall in no wise be understood as the maximum allowable amounts for the entire duration of the contract.

22.4 The Preliminary and General rates and amounts shall be applicable to the maximum amount in each case where a Works Order is released and shall be considered to be available to the maximum amount for any Works Order generated until the contract expires. It shall be noted that these amounts and rates shall not be understood to be the total Preliminary and Generals applied once off to the entire contract.

22.5 As per the CIDB Practice Notes, the procurement strategy followed in this contract shall follow the method of applying a maximum CIDB grade for each Financial Year, the CIDB grading of 8 CE shall be applied as the maximum CIDB grade for each Financial Year for the term of the Framework Agreement, and shall not be considered to be the once off CIDB grading for the entire term of the contract.

22.6 ERWAT reserves the right to negotiate with bidders, the tendered rates will be subject to negotiation, and the employer will satisfy itself that prices are not too low to warrant risks with service delivery failure or too high to warrant risks with cost overruns.

The price should be inclusive of all direct and indirect costs (including transport, labour and other applicable fees).

Bidders are required to complete the pricing schedule in full. Failure to complete the pricing in full will result in disqualification.

The following will be accepted to be a fully completed pricing schedule:

Bidders to indicate accurately:

A price is written/typed in Ink. No pencil or tippex will be accepted. Please note that where bidders opt to type in the prices, the original bid document will be accepted by ERWAT. The document is not to be retyped and no additional pricing schedule in the bidder's format will be accepted. In the event that there are two pricing schedules submitted by the bidder, the original issued document from ERWAT will prevail.

Bidders are not allowed to STRIKE THROUGH the BOQ and only the abbreviations as stated below, will be accepted:

No charge = N/C
Included = Incl
R0 will be accepted as no charge.

If pricing is left blank, or the bidder indicated N/A, it will be accepted to be incomplete and non-responsive bid.

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C2.2 SCHEDULE OF RATES

C2.2.1 PROVISIONAL SUM

Description	Amount (incl. VAT)
***Provisional Sum subject to approval**	**R30 000 000.00**
Administrative fee	**R500.00**

a. Provisional sum has been included in the pricing schedule and will only be applicable where related goods are required that are not catered for in the pricing schedule.
b. Items will be on an as-and-when-required basis, subject to prior approval.
c. ERWAT may request a quote from the appointed bidder/s (where applicable) for the items/services required.
d. ERWAT reserves the right to verify market-related costs, which includes the sourcing of alternative quotation for the items/services in relation to actual cost verification.
e. Payments for such items/services will be on actuals, plus the administrative fee as listed in the pricing schedule. Please note that the administrative fee will only be applicable to items not listed in the pricing schedule, limited to per order/ per job, which will be deducted from the provisional sum.
f. The supporting documentation that must be supplied is the quotation from the appointed company or third-party supplier.
g. The provisional sum value is valid for the total contract period.

Bidders annual increase will be done in terms of the percentage/price indicated in the pricing schedule provided for years 2 and 3.

1. **Pricing per normal weekday working hours**

1.1 Section A: – Hiring of Plant/Machinery. The capacities quoted below is the minimum requirement. Alternatives with higher capacities will be accepted. Any item listed that cannot be offered by Service Providers based on equipment availability, or market conditions will be removed from Pricing schedule based on consensus from successful bidders.

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
A.1	**Digger Loader (TLB) - 4x4 (120 kW)**			
	Wet rate /h	R	R	R
A.2	**Mini Loader (Bobcat or similar)**			
	Wet rate /h	R	R	R
A.3	**Front End Loader (Min. 1.72 m³)**			
	Wet rate /h	R	R	R
A.4	**Mini Excavator (8 ton)**			
	Wet rate /h	R	R	R
A.5	**Excavator (20 ton)**			
	Wet rate /h	R	R	R
A.6	**Excavator (30 ton)**			
	Wet rate /h	R	R	R
A.7	**Long Reach Excavator 30 ton(12m Reach)**			
	Wet rate /h	R	R	R
A.8	**Roller (Vibrating 16 ton)**			
	Wet rate /h	R	R	R
A.9	**Grader (15000 kg)**			
	Wet rate /h	R	R	R
A.10	**Dozers (D6 or similar)**			
	Wet rate /h	R	R	R
A.11	**Tractor with slasher**			
	Wet rate /h	R	R	R
A.12	**Provisional Sum based on ERWAT discretion**			
	Provisional Sum	**R30 000 000.00**		

1.2 Section B: Hiring of /Machinery Cont.

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
B.1	**Crane Truck (8 ton)**			
	Wet rate /h	R	R	R
B.2	**Tipper Truck (6 m³)**			
	Wet rate /h	R	R	R
B.3	**Tipper Truck (10 m³)**			
	Wet rate /h	R	R	R
B.4	**Side Tipper Trucks (45m3)**			
	Wet rate /h	R	R	R
B.5	**Sloper or Rear End Tipper Trucks (30m3)**			
	Wet rate /h	R	R	R
B.6	**Mobile Crane Hire (8 Ton)**			
	Wet rate /h	R	R	R
B.7	**Mobile Crane Hire (20 Ton)**			
	Wet rate /h	R	R	R
B.8	**Mobile Crane Hire (35 Ton)**			
	Wet rate /h	R	R	R
B.9	**Mobile Crane Hire (80 Ton)**			
	Wet rate /h	R	R	R
B.10	****Transportation of Plant - Low-bed (Total Laden Mass - 20 Ton)** ***Rate p/km***			
	Rate **per/km**	R	R	R
B.11	**** Transportation of Plant - Low-bed (Total Laden Mass - 40 Ton)** ***Rate p/km***			
	Rate **per/km**	R	R	R
B.12	**Water Tanker Trucks (6 000 Litres)**			
	Wet rate /h	R	R	R
B.13	**Water Tanker Trucks (10 000 Litres)**			
	Wet rate /h	R	R	R
B.14	**Water Tanker Truck Potable water delivery (25 000 Litres)**			
	Wet rate /h	R	R	R
B.15	**Suction Truck (6 000 Litres)**			
	Wet rate /h	R	R	R
B.16	**Suction Truck (10 000 Litres)**			
	Wet rate /h	R	R	R
B.17	**Combination Mobile HP Jetting Unit/ vacuum truck (12 500 Litres)**			
	Wet rate /h	R	R	R

B.18	**Water Tanker Truck Potable water delivery (10 000 Litres)**			
	Wet rate /h	R	R	R
B.19	**Suction Truck (20 000 Litres)**			
	Wet rate /h	R	R	R
B.20	**Combination /Jetting Truck – (12 000 Litres)**			
	Wet rate /h	R	R	R
B.21	**Combination /Jetting Truck – (10 000 Litres)**			
	Wet rate /h	R	R	R

**** Note:** ERWAT reserve the rights to pay AA rates and will be limited from the bidder's site / offices closest to the area where the services are required.

1.3 Section C: Hiring of Equipment – Mobile Diesel Pumps

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
C.1	**Mobile Diesel Pump on a trailer (100mm)**			
	Wet rate /h	R	R	R
C.2	**Mobile Diesel Pump on a trailer (150mm)**			
	Wet rate /h	R	R	R
C.3	**Mobile Diesel Pump on a trailer (200mm)**			
	Wet rate /h	R	R	R
C.4	**Pump Submersible 70 kw**			
	Wet rate /h	R	R	R
C.5	**Pump Submersible 47kw**			
	Wet rate /h	R	R	R
C.6	**Pump Submersible 22kw**			
	Wet rate /h	R	R	R
C.7	**Pump Submersible 18kw**			
	Wet rate /h	R	R	R
C.8	**Overhead 6 inch or 150mm Diesel Pump**			
	Wet rate /h	R	R	R
C.9	**Generator with Cable 500kva**			
	Wet rate /h	R	R	R
C.10	**Generator with Cable 250kva**			
	Wet rate /h	R	R	R
C.11	**Generator with cable 125kva**			
	Wet rate /h	R	R	R
C.12	**Flotation Dredge pump**			
	Wet rate /h	R	R	R

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
C.13	**Small Scissor lift Working hight 6.8m (230kg lifting capacity)**			
	Wet rate /h	R	R	R
C.14	**Electric Articulating Boom Lift Working Height : 15.8m Working Radius : 7.5m Load Capacity: 300kg**			
	Wet rate /h	R	R	R
C.15	**Towable Boom Lifts Working Height: 14m Working Radius: 5.9m Load Capacity: 250kg**			
	Wet rate /h	R	R	R

***** Note:** Bidders should note that pumps will be required to run for uninterrupted periods and therefore must be provided with suction and delivery hoses suited for each task.

2. Pricing after hours and weekend working hours

2.1 Section A: – Hiring of Plant/Machinery

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
A.1	**Digger Loader (TLB) - 4x4 (120 kW)**			
	Wet rate /h	R	R	R
A.2	**Mini Loader (Bobcat or similar)**			
	Wet rate /h	R	R	R
A.3	**Front End Loader (Min. 1.72 m³)**			
	Wet rate /h	R	R	R
A.4	**Mini Excavator (8 ton)**			
	Wet rate /h	R	R	R
A.5	**Excavator (20 ton)**			
	Wet rate /h	R	R	R
A.6	**Excavator (30 ton)**			
	Wet rate /h	R	R	R
A.7	**Long Reach Excavator 30 ton(12m Reach)**			
	Wet rate /h	R	R	R
A.8	**Roller (Vibrating 16 ton)**			
	Wet rate /h	R	R	R
A.9	**Grader (15000 kg)**			
	Wet rate /h	R	R	R
A.10	**Dozers (D6 or similar)**			
	Wet rate /h	R	R	R
A.11	**Tractor with slasher**			
	Wet rate /h	R	R	R

2.1 Section B: Hiring of /Machinery Cont.

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
B.1	**Crane Truck (8 ton)**			
	Wet rate /h	R	R	R
B.2	**Tipper Truck (6 m³)**			
	Wet rate /h	R	R	R
B.3	**Tipper Truck (10 m³)**			
	Wet rate /h	R	R	R
B.4	**Side Tipper Trucks (45m3)**			
	Wet rate /h	R	R	R
B.5	**Sloper or Rear End Tipper Trucks (30m3)**			
	Wet rate /h	R	R	R
B.6	**Mobile Crane Hire (8 Ton)**			
	Wet rate /h	R	R	R
B.7	**Mobile Crane Hire (20 Ton)**			
	Wet rate /h	R	R	R
B.8	**Mobile Crane Hire (35 Ton)**			
	Wet rate /h	R	R	R
B.9	**Mobile Crane Hire (80 Ton)**			
	Wet rate /h	R	R	R
B.10	****Transportation of Plant - Low-bed (Total Laden Mass - 20 Ton)** ***Rate p/km***			
	Rate **per/km**	R	R	R
B.11	**** Transportation of Plant - Low-bed (Total Laden Mass - 40 Ton)** ***Rate p/km***			
	Rate **per/km**	R	R	R
B.12	**Water Tanker Trucks (6 000 Litres)**			
	Wet rate /h	R	R	R
B.13	**Water Tanker Trucks (10 000 Litres)**			
	Wet rate /h	R	R	R
B.14	**Water Tanker Truck Potable water delivery (25 000 Litres)**			
	Wet rate /h	R	R	R
B.15	**Suction Truck (6 000 Litres)**			
	Wet rate /h	R	R	R
B.16	**Suction Truck (10 000 Litres)**			
	Wet rate /h	R	R	R

B.17	**Combination Mobile HP Jetting Unit / vacuum truck(12 500 Litres)**			
	Wet rate /h	R	R	R
B.18	**Water Tanker Truck Potable water delivery (10 000 Litres)**			
	Wet rate /h	R	R	R
B.19	**Suction Truck (20 000 Litres)**			
	Wet rate /h	R	R	R
B.20	**Combination /Jetting Truck – (12 000 Litres)**			
	Wet rate /h	R	R	R
B.21	**Combination /Jetting Truck – (10 000 Litres)**			
	Wet rate /h	R	R	R

**** Note:** ERWAT reserve the rights to pay AA rates and will be limited from the bidder's site / offices closest to the area where the services are required.

2.2 Section C: Hiring of Equipment – Mobile Diesel Pumps

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
C.1	**Mobile Diesel Pump on a trailer (100mm)**			
	Wet rate /h	R	R	R
C.2	**Mobile Diesel Pump on a trailer (150mm)**			
	Wet rate /h	R	R	R
C.3	**Mobile Diesel Pump on a trailer (200mm)**			
	Wet rate /h	R	R	R
C.4	**Pump Submersible 70 kw**			
	Wet rate /h	R	R	R
C.5	**Pump Submersible 47kw**			
	Wet rate /h	R	R	R
C.6	**Pump Submersible 22kw**			
	Wet rate /h	R	R	R
C.7	**Pump Submersible 18kw**			
	Wet rate /h	R	R	R
C.8	**Overhead 6 inch or 150mm Diesel Pump**			
	Wet rate /h	R	R	R
C.9	**Generator with Cable 500kva**			
	Wet rate /h	R	R	R
C.10	**Generator with Cable 250kva**			
	Wet rate /h	R	R	R
C.11	**Generator with cable 125kva**			
	Wet rate /h	R	R	R
C.12	**Floatation Dredge pump**			
	Wet rate /h	R	R	R

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
C.13	**Small Scissor lift Working hight 6.8m (230kg lifting capacity)**			
	Wet rate /h	R	R	R
C.14	**Electric Articulating Boom Lift Working Height : 15.8m Working Radius : 7.5m Load Capacity: 300kg**			
	Wet rate /h	R	R	R
C.15	**Towable Boom Lifts Working Height: 14m Working Radius: 5.9m Load Capacity: 250kg**			
	Wet rate /h	R	R	R

3. Ad Hoc Services Section D

3.1 Section D: Pipe Line Cleaning

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
D.1	**Pipe line cleaning pipe diameter 250 mm and smaller**			
	Rate per Kilometre	R	R	R
D.2	**Pipe line cleaning pipe diameter 251 to 300 mm**			
	Rate per Kilometre	R	R	R
D.3	**Pipe line cleaning pipe diameter 301 to 450 mm**			
	Rate per Kilometre	R	R	R
D.4	**Pipe line cleaning pipe diameter 451 to 500 mm**			
	Rate per Kilometre	R	R	R
D.5	**Pipe line cleaning pipe diameter 501 to 550 mm**			
	Rate per Kilometre	R	R	R
D.6	**Pipe line cleaning pipe diameter 551 to 600 mm**			

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
	Rate per Kilometre	R	R	R
D.7	**Pipe line cleaning pipe diameter 601 to 650 mm**			
	Rate per Kilometre	R	R	R
D.8	**Pipe line cleaning pipe diameter 651 to 700 mm**			
	Rate per Kilometre	R	R	R
D.9	**Pipe line cleaning pipe diameter 701 to 750 mm**			
	Rate per Kilometre	R	R	R
D.10	**Pipe line cleaning pipe diameter 751 to 800 mm**			
	Rate per Kilometre	R	R	R
D.11	**Pipe line cleaning pipe diameter 801 to 850 mm**			
	Rate per Kilometre	R	R	R
D.12	**Pipe line cleaning pipe diameter 851 to 900 mm**			
	Rate per Kilometre	R	R	R
D.13	**Pipe line cleaning pipe diameter 901 to 950 mm**			
	Rate per Kilometre	R	R	R
D.14	**Pipe line cleaning pipe diameter 951 - 1000 mm**			
	Rate per Kilometre	R	R	R
D.15	**Pipe line cleaning pipe diameter 1001 to 1050 mm**			
	Rate per Kilometre	R	R	R
D.16	**Pipe line cleaning pipe diameter 1051 to 1100 mm**			
	Rate per Kilometre	R	R	R

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
D.17	**Pipe line cleaning pipe diameter 1101 to 1150 mm**			
	Rate per Kilometre	R	R	R
D.18	**Pipe line cleaning pipe diameter 1151 to 1200 mm**			
	Rate per Kilometre	R	R	R
D.19	**Pipe line cleaning pipe diameter 1201 to 1250 mm**			
	Rate per Kilometre	R	R	R
D.20	**Pipe line cleaning pipe diameter 1251 to 1300 mm**			
	Rate per Kilometre	R	R	R
D.21	**Pipe line cleaning pipe diameter 1301 to 1350 mm**			
	Rate per Kilometre	R	R	R
D.22	**Pipe line cleaning pipe diameter 1351 to 1400 mm**			
	Rate per Kilometre	R	R	R
D.23	**Pipe line cleaning pipe diameter 1401 to 1450 mm**			
	Rate per Kilometre	R	R	R
D.24	**Pipe line cleaning pipe diameter 1451 to 1500 mm**			
	Rate per Kilometre	R	R	R
D.25	**Pipe line cleaning pipe diameter 1501 to 1550 mm**			
	Rate per Kilometre	R	R	R
D.26	**Pipe line cleaning pipe diameter 1551 to 1600 mm**			
	Rate per Kilometre	R	R	R
D.27	**Pipe line cleaning pipe diameter 1601 to 1650 mm**			

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
	Rate per Kilometre	R	R	R

1.3 Section E: Pipe Line Repairs

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
E.1	**Pipe line repairs pipe diameter 250 mm and smaller**			
	Rate per metre	R	R	R
E.2	**Pipe line repairs pipe diameter 251 to 300 mm**			
	Rate per metre	R	R	R
E.3	**Pipe line repairs pipe diameter 301 to 450 mm**			
	Rate per metre	R	R	R
E.4	**Pipe line repairs pipe diameter 451 to 500 mm**			
	Rate per metre	R	R	R
E.5	**Pipe line repairs pipe diameter 501 to 550 mm**			
	Rate per metre	R	R	R
E.6	**Pipe line repairs pipe diameter 551 to 600 mm**			
	Rate per metre	R	R	R
E.7	**Pipe line repairs pipe diameter 601 to 650 mm**			
	Rate per metre	R	R	R
E.8	**Pipe line repairs pipe diameter 651 to 700 mm**			
	Rate per metre	R	R	R

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
E.9	**Pipe line repairs pipe diameter 701 to 750 mm**			
	Rate per metre	R	R	R
E10	**Pipe line repairs pipe diameter 751 to 800 mm**			
	Rate per metre	R	R	R
E11	**Pipe line repairs pipe diameter 801 to 850 mm**			
	Rate per metre	R	R	R
E12	**Pipe line repairs pipe diameter 851 to 900 mm**			
	Rate per metre	R	R	R
E13	**Pipe line repairs pipe diameter 901 to 950 mm**			
	Rate per metre	R	R	R
E14	**Pipe line repairs pipe diameter 951 - 1000 mm**			
	Rate per metre	R	R	R
E15	**Pipe line repairs pipe diameter 1001 to 1050 mm**			
	Rate per metre	R	R	R
E16	**Pipe line repairs pipe diameter 1051 to 1100 mm**			
	Rate per metre	R	R	R
E17	**Pipe line repairs pipe diameter 1101 to 1150 mm**			
	Rate per metre	R	R	R
E18	**Pipe line repairs pipe diameter 1151 to 1200 mm**			
	Rate per metre	R	R	R
E19	**Pipe line repairs pipe diameter 1201 to 1250 mm**			

	Price per unit (Incl. VAT)			
	Description	**Year 1 Rate per hour (R/c)**	**Year 2 Rate per hour (R/c)**	**Year 3 Rate per hour (R/c)**
	Rate per metre	R	R	R
E20	**Pipe line repairs pipe diameter 1251 to 1300 mm**			
	Ra Rate per metre te per Kilometre	R	R	R
E21	**Pipe line repairs pipe diameter 1301 to 1350 mm**			
	Rate per metre	R	R	R
E22	**Pipe line repairs pipe diameter 1351 to 1400 mm**			
	Rate per metre	R	R	R
E23	**Pipe line repairs pipe diameter 1401 to 1450 mm**			
	Rate per metre	R	R	R
E24	**Pipe line repairs pipe diameter 1451 to 1500 mm**			
	Rate per metre	R	R	R
E25	**Pipe line repairs pipe diameter 1501 to 1550 mm**			
	Rate per metre	R	R	R
E26	**Pipe line repairs pipe diameter 1551 to 1600 mm**			
	Rate per metre	R	R	R
E27	**Pipe line repairs pipe diameter 1601 to 1650 mm**			
	Rate per metre	R	R	R

Section F: Cleaning of Digesters

No.	Description	QTY	Unit Of Measure	Price: Rand / (Inclusive of labour , equipment/disposal) Rate base YEAR 1	Price: Rand / (Inclusive of labour , equipment/disposal) Rate base YEAR 2	Price: Rand / (Inclusive of labour , equipment/disposal) Rate base YEAR 3
F1	Cleaning of Closed digesters	Each	170-300m^3	R	R	R
F2	Cleaning of Closed digesters	Each	1000-1600m^3	R	R	R
F3	Cleaning of Closed digesters	Each	2000-2800m^3	R	R	R
F4	Cleaning of Closed digesters	Each	2900-3600m^3	R	R	R
F5	Cleaning of open digesters	Each	170-300m^3	R	R	R
F6	Cleaning of open digesters	Each	350-600m^3	R	R	R
F7	Cleaning of open digesters	Each	1000-2200m^3	R	R	R
F8	Cleaning of digesters pipeline	Each	m	R	R	R
F9	Cleaning of Reactors	Each	Cubic meter	R	R	R
F10	Cleaning of Clarifiers /PST	Each	Cubic meter	R	R	R
F11	Cleaning of Inlet works	Each	Cubic meter	R	R	R

Section G: Materials for manholes refurbishment and roads construction

No.	Description	QTY	Unit Of Measure	Price: Rand / (Inclusive of labour , equipment/ consumables) Rate base YEAR 1	Price: Rand / (Inclusive of labour , equipment/ consumables) Rate base YEAR 2	Price: Rand / (Inclusive of labour , equipment/ consumables) Rate base YEAR 3
G1	Bricks	Each	Per 1000 bricks	R	R	R
G2	Cement	Each	Per bag	R	R	R
G3	Building sand	Each	Cubic meter	R	R	R
G4	Pre-mix concrete	Each	Cubic meter	R	R	R
G5	G5 filling material	Each	Cubic meter	R	R	R
G6	Manhole covers Concrete	Each	Cubic meter	R	R	R
G7	Manhole Rings Concrete	Each	Cubic meter	R	R	R
G8	Manhole Concrete slabs	Each	Cubic meter	R	R	R

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.

BIDDER'S name: _____

BIDDER'S signature: _____ Date: _____

Name of Firm: _____

Address _____

_____

_____

Telephone number: _____

Fax Number: _____

Cellular number: _____

E-Mail Address: _____

8.1 ALTERNATIVE OFFERS

If a bidder wishes to submit an alternative for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents.

No alternative bid will be considered, unless an unqualified bid, strictly on the basis of the bid documents, is also submitted.

If subsequently required, the bidder shall submit fully detailed drawings and calculations of the alternative bid in the form set out by the Engineer, and the cost of checking calculations and drawings shall be for the bidder's account, if his bid is accepted.

Only ISO/SANS/SABS or items registered with the relevant regulatory authority will be considered.

Please note that ERWAT reserves the right to accept or not accept the alternative offered.

SIGNATURE OF BIDDER **DATE**

C3.1.4.3 Location of the Works.

ERWAT WCW	Stand/ Farm Positioned	Street Name	Co-ordinates
	Drainage District 3		
Esther Park	Park 753, Ester Park, Extension	R25	S 26°05'58" E28°11'02"
Hartebeestfontein	Portion 20 & Remaining of Portion 4 of farm Hartebeestfontein 17	Bapsfontein Road, Norkem Park, Kempton Park	S 26°01'11" E 28°17'1"
Olifantsfontein	Olifantsfontein 402 IR	Ceramic Road, Olifantsfontein	S 26°56'26" E 28°12'56"
Rynfield	Portion 75 of Vlakfontein 161	Sarel Cilliers, Rynfield	S 26°09'37" E 28°21'30"
Benoni	Remaining Portion 6 of Rietfontein	Lancaster Road, Benoni	S 26°12'30" E 28°19'01"
	Drainage District 4		
Ancor	Remaining Extension of Portion 151 farm Daggafontein 125	Ermelo Road, Springs	S 26°16'11" E 28°28'56"
Daveyton	Daveyton	Holfontein Road, Etwatwa	S 26°12'30" E 28°19'01"
Jan Smuts	Portion 73 of farm Weltevreden 118	Wanderers Street Extension, Brakpan	S 25°57'43" E 28°12'49"
JP Marais	Portion 70 of farm Modderfontein 76	Cnr N12 / Kingsway Road	S 25°57'43" E 28°12'49"
Welgedacht	Portion 81 & 82 of farm Welgedacht	1 Carnation Road Welgedacht AH, Springs	S 26°12'30" E 28°19'01"
	Drainage District 5		
Carl Grundling	Portion 58 of farm Varkenfontein 169	Vorsterkroon, Nigel	S 26°12'30" E 28°19'01"
Herbert Bickley	Portion 13 of farm Maraisdrift 190	Heidelberg Road, Marais drift, Nigel	S 26°12'30" E 28°19'01"
Heidelberg	Portion 28 of farm Boschhoek 385	Vaaldam Road, Heidelberg	S 25°57'43" E 28°12'49"
Ratanda	Nooitegedacht 390	Vaaldam Road, Ratanda	S 26°12'30" E 28°19'01"
Tsakani	Portion 22 of farm Vlakfontein 161	Cnr. Modjadji and Khama Streets	S 26°12'30" E 28°19'01"
	Drainage District 6		

Dekema	Portion 10 of Katlehong 151	Brickfield Road, Motsamai Section	S 26°12'30" E 28°19'01"
Rondebult	Remaining Portion 27 Rondebeult 136	Cnr Kalk/ Van dyk Road, Rondebult	S 26°12'30" E 28°19'01"
Vlakplaats	Portion 191 farm of Vlakplaats 138	Cnr. Brickfield / Bierman Street, Vosloorus	S 26°12'30" E 28°19'01"
Waterval	Portion 50,62,12 and 1 of farm Waterval 150 and Remaining portion 3 of the farm Witkop	Waterfal Farm, Meadow Road, kliprivier	S 26°12'30" E 28°19'01"

PROJECT ERW2509/03

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

***PLEASE NOTE HEALTH AND SAFETY SPECIFICATION IMPLEMENTATION WILL FORM PART OF THE SERVICE LEVEL AGREEMENT (SLA) STAGE AND WILL BE APPLICABLE AND MONITORED FOR THE TERM OF THE CONTRACT, NOT LIMITED TO THE ITEMS LISTED BELOW AND MAY BE AMENDED ACCORDING TO THE LATEST LEGISLATIVE REQUIREMENTS.**

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C3.5. INTRODUCTION AND BACKGROUND

C3.5.1.1 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.

C3.5.1.2 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.

C3.5.2 HEALTH AND SAFETY SPECIFICATION

C3.5.2.1 SCOPE

This specification covers the requirements for eliminating and mitigating incidents and injuries on the **ERW2509/03: APPOINTMENT OF SERVICE PROVIDER/S FOR THE SUPPLY, DELIVERY AND INSTALLATION OF PUMPS AT ERWAT WASTEWATER CARE WORKS ON 'AS AND WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36 NO.) MONTHS.**

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.

C3.5.2.1.2 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).

C3.5.2.2 INTERPRETATIONS

C3.5.2.2.1 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.

C3.5.2.2.2 DEFINITIONS

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

C3.5.2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

C3.5.2.3.1 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.

C3.5.2.3.2 ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS TO SUPERVISE HEALTH AND SAFETY ON SITE

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

C3.5.2.3.3 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.

C3.4.5.3.4 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES ACT 130 OF 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing from their Compensation InsurerFEM 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.

C3.5.2.3.5 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.

C3.5.2.3.6 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.

C3.5.2.3.7 PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT AND PROGRESS HAZARD IDENTIFICATION AND RISK ASSESSMENT.

- Roof Work
- Mobile Cranes Management System
- Mechanical
- 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
  - People/Equipment falling in Excavations
  - Shoring
  - Underground services
  - Drainage
  - Pipe-Jacking operations
- Confined Space entry
- Formwork and Support Work
  - Casting of Concrete
- Manual and Mechanical Handling
  - Lifting and placement of pipes

  - Overhead works
- 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)

C3.5.2.3.8 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.

C3.5.2.3.9 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.

C3.5.2.3.10 HEALTH AND SAFETY TRAINING

C3.5.2.3.10.1 Induction

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

C3.5.2.3.10.2 Awareness

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

C3.5.2.3.10.3 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.

C3.5.2.3.11 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.

C3.5.2.3.12 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.

C3.5.2.3.13 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.

C3.5.2.3.14 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.

C3.5.2.3.15 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 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.

C3.5.2.3.16 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.

C3.5.2.3.17 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.

C3.5.2.3.18 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.

C3.5.2.3.19 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 and negotiate with their Contractor the contents of the health and safety Plan and shall finally approve that plan for implementation.

C3.5.2.3.20 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 R1000 penalty per non-compliance item per day that the non- compliance persists.***

C3.5.2.3.21 A HEALTH AND CONSTRUCTION HEALTH AND SAFETY OFFICER OR MANAGER CR 6.6

The Principal Contractor shall provide a full-time Construction Health and Safety Officer or Manager on site and proof of their competency to be attached to their appointment.

C3.5.2.4 PHYSICAL REQUIREMENTS

C3.5.2.4.1 CIVIL WORK

Principal Contractor to ensure that the Contractor complies with Construction regulation 21 and that the following is undertaken during civil work:

- A competent site supervisor to be on site at all times.
- Plant and equipment inspected daily and registers kept.
- All operators of plant and vehicles: trained, competent and physically and psychologically fit.
- Certificates to be put in their Health & Safety File.
- Workers that are working close to the traffic to be visible and are to wear reflective vests.
- Adequate safety signage to be posted ahead of any work area in the road.

- All signage, including delineators to be maintained and kept cl`ean at all times.
- The required PPE must be worn at all times (Hard hats, safety shoes, overalls, etc.)
- Risk assessments to be conducted on all high-risk activities.
- Speed reduction road signs to be posted.
- Dust control practices used to limit dust generation.

Laying of pipes / Backfilling

- A competent site person to supervise lifting operations at all times.
- No employee to stand under any suspended loads.
- Loads must not be slewed over personnel, plant, site huts or property.
- All lifting equipment and accessories must be marked with the Safe Working Load.
- Slings must not be placed on sharp edges.
- Workers to wear proper PPE at all times.
- Work to be stopped when weather conditions prevent safe operations during trenching work
- or lying of pipes.
- Everyone to stand clear of any area being backfilled by mobile plant.

C3.5.2.4.2 EXCAVATIONS, SHORING, DEWATERING OR DRAINAGE

The Principal Contractor and any relevant Contractors shall make provision at tendering stage for shoring, dewatering or drainage of any excavations as per this specification.

The Principal Contractor shall make sure that:

- The excavations are inspected before every shift, after any blasting, after an unexpected fall
- of ground, after any substantial damage to the shoring and after rain, records kept thereof.
- Safe work procedures have been communicated to the workers.
- The safe work procedures are enforced and maintained by the Contractor's Responsible
- Persons at all times,
- The requirements as per section 11 of the Construction Regulations are adhered to.
- Where pipe-jacking activities are taking place safe work procedures/method statements to be submitted to Client's Health & Safety Agent prior to these activities.

Method statement to be developed where shoring will be done, especially near public roads and also where explosives will be / are used.

C3.5.2.4.3 CONFINED SPACE ENTRY

The Principal Contractor to prepare a confined space procedure in line with General Safety Regulation (5) OHSA Act

C3.5.2.4.4 EXISTING STRUCTURES

Any adjacent structures that may be affected by work must be considered in the planning process. Precautionary measures must be detailed and applied to prevent damage, uncontrolled collapse of existing structures and/or loss to property and persons during the entire construction phase.

C3.5.2.4.5 EDGE PROTECTION AND PENETRATIONS

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractors' risk assessment must include these items finished floor slab edges, floor penetrations, and all other openings and areas where a

person may fall.

C3.5.2.4.6 HAZARDOUS CHEMICAL SUBSTANCES (HCS)

The Principal Contractor working with Hazardous chemical substances to obtain copies of all the (MSDS) Material Safety Data Sheets and this is to be kept on site and a copy to be forwarded to Client's Health & Safety Agent.

C3.5.2.4.7 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.

C3.5.2.5 PLANT AND MACHINERY

C3.5.2.5.1 CONSTRUCTION PLANT

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

C3.5.2.5.2 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.

C3.5.2.5.3 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.

C3.5.2.5.4 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.

C3.5.2.5.5FORMWORK 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.

C3.5.2.5.6 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.

C3.5.2.5.7 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.

C3.5.2.5.8 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,

C3.5.2.5.9 WELDING EQUIPMENT

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

C3.5.2.5.10 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.

Method statements are to be drafted on traffic management on site, including work near the public.

C3.5.2.5.11NIGHT WORK

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

C3.5.2.6 OCCUPATIONAL HEALTH

C3.5.2.6.1 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.

C3.5.2.6.2 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.

C3.5.2.6.3 ALCOHOL AND OTHER DRUGS

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.

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.

HEALTH AND SAFETY SPECIFICATIONS (HSS)

: ERW2509/03

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

Annexure A

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

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

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

KS ON 'AS & WHEN REQUIRED' BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

(SLA USE ONLY WATERMARK TO BE ADDED)

Detailed breakdown of Safety cost (Construction Regulations 2014)			
Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R) (VAT incl)
Total Health and Safety Cost (R VAT incl)				

N.B: The details in relation to this table will be implemented during the Service Level Agreement (SLA) stage

HEALTH AND SAFETY SPECIFICATIONS (HSS)

: ERW2509/03

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

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: * 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
APPOINTMENT	**OHSA REFERENCE**	**REQUIREMENT**
Scaffolding Supervisor	SANS 10085- 1:2004	A competent person to supervise scaffolding

Stacking Supervisor	CR 26	A competent person to supervise all stacking and storage operations
Explosive powered tools Inspector / Supervisor	CR 19	A competent person to inspect and clean the tools daily and controlling all operations thereof
Temporary electrical installations Supervisor	CR 22	A competent person to control all temporary electrical installations
Fire-fighting equipment Inspector	CR 27	A competent person to inspect fire-fighting equipment

OTHER REQUIREMENTS
PROJECT ERW2509/03

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

Annexure C

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

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Construction-phase Health and Safety plan	Within one weeks of receipt of the Spec.	Principal Contractor to report on status of Principal Contractors' Health and Safety plans	
Health and Safety file	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: * Incidents/Accidents and Investigations * Non-conformances by employees & contractor * Internal & External H & S audit reports	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Method statements (safe work procedures)	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and Daily	OHS Act compliance Registers: * Scaffolding * Excavations * Formwork & support work * Explosive tools * Temporary electrical Installations	
General Inspections	Monthly	* Fire-fighting equipment * Portable electrical equipment	

		* Ladders	
General Inspections	3 - Monthly	* Lifting tackle * Oxy acetylene cutting and welding sets * Fall prevention and arrest equipment	

General Inspections	6 - Monthly	* Lifting machines	
Workman's Compensation	Updated Weekly	Table list of Principal Contractors' workman's compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Update Weekly	Table a report of all signed up Mandatory's	

PROJECT: ERW2509/03: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

Annexure D

The following checklist shall be used to approve the Health and Safety File

CONTRACTOR SAFETY FILE ASSESSMENT CHECKLIST

SCOPE/COVERAGE:	**Contractor Safety file Assessment**	**ERWAT CONTRACTING DEPT:**	
CONTRACTOR NAME:		**INSPECTION BY:**	
SERVICE RENDERED:		**INSPECTION DATE:**	

No.	**Are items on file and meet requirements?**	**Approved**	**Not Approved**	**N/A**
1	Scope of Work			
2	Valid Letter of Good Standing with Compensation Fund or licensed insurer			
3	Public Liability Insurance			
4	Notification Letter of Construction Work (If Applicable)			
5	Health and Safety Organogram			
6	All required legal appointments signed and on file i.e Section 16(2), SHE Reps, First Aiders, Risk Assessor, Incident Investigators, Construction Work Appointments etc			
7	All employees have valid Medical Certificate of Fitness			
8	Health and Safety Policy			
9	Health & Safety Plan,			
10	Client Health and Safety Specification			
11	Section 37(2) Mandatary Agreement			
12	Risk Assessments: Method Statements: Safe Operating Procedures (including LOTO where applicable)			
13	Incidents / Accidents Register and Investigation Reports			
14	Emergency Plan			
15	Health and Safety Induction			
16	Documented Proof of Daily Toolbox Safety Talks/ DSTI			
17	Personal Protective Equipment (PPE)			
18	Equipment Registers, Inspections Checklist and testing certificates			

19	List of Hazardous Chemicals and MSDS (If applicable)			
20	Environmental Management Plan			
21	Fall Protection Plan (If Applicable)			
22	Training Records and Competency Certificates			
23	Other, as per scope of work			

PROJECT ERW2509/03

DESCRIPTION: THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE CIVIL MAINTENANCE AND CONSTRUCTION INCLUDING THE RENTAL OF PLANT, VEHICLES AND EQUIPMENT FOR VARIOUS ERWAT SITES OVER A FIXED PERIOD ON 'AN AS AND WHEN REQUIRED' BASIS

Annexure E

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.

_____ _____

COMMENTS:

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

C3.6 ENVIRONMENTAL MANAGEMENT DURING CONSTRUCTION

C3.6.1 INTRODUCTION

A comprehensive Environmental Scoping Report was prepared as part of the environmental and social assessment of the preceded project. Included in the report is an Environmental Management Plan (EMP) and the purpose of this Particular Specification is to make the Contractor aware of his obligations in terms of the EMP during construction and to afford him the opportunity to insert rates and prices in the Schedule of Quantities to cover these obligations.

Sub-Contractors and their employees must comply with all the requirements of this specification. Absence of specific reference to any sub-contractor in any specification does not imply that the sub-contractor is not bound by this specification.

The Contractor must arrange for all his employees and those of his sub- contractors to be informed of this specification before the commencement of construction to ensure:

(a) Basic understanding of the key environmental features of the work site and environments, and
(b) Familiarity with the requirements of this document.

C3.6.2 MONITORING AND ASSESSMENT OF COMPLIANCE.

The environmental management performance of the Contractor (including his subcontractors and staff) will be reviewed on a regular basis by the Employer's ECO. The Contractor will be deemed not to have complied with the EMP if:

(a) There is evidence of negligence or recklessness resulting in the contravention of any of the clauses, both within and outside the boundaries of the construction site;
(b) The Contractor fails to comply with corrective or other instructions within a time specified by the Engineer;
(c) The Contractor fails to respond adequately in terms of the contract, to complaints from the public.
(d) The Contractor will be given a period of 2 weeks after the commencement date of the contract, before compliance is enforced.

Via these environmental specifications the Contractor has been made aware of what actions are required of him and/or his subcontractors. Certain do's and don'ts have been given and onus for these controls rests with the Contractor as he is the only person capable of controlling these aspects and a fine/reward system will be implemented to encourage compliance.

Compliance to the EMP will be reported by the ECO in the form of a monthly Environmental Compliance Report which will include all transgressions of the EMP and the environmental specification and rate them in order of significance. The Environmental Compliance Report will be forwarded to the Engineer, the Employer and GDACE on a monthly basis.

A percentage point will be given based on a questionnaire which is attached to the Report. Any percentage compliance above 80% will be considered to be within acceptable limits. If the Contractor has not complied with any of the clauses of the EMP, or the score in the monthly environmental audit drops to below 80% compliance, the ECO will advise the Engineer who shall order the Contractor in terms of the contract to remedy the deficiencies. Failure on the part of the Contractor to carry out such order shall be dealt with in terms of the contract.

Should compliance drop below 60% the ECO shall immediately advise the Engineer who shall have the right in terms of the contract to order in writing the suspension of the Works.

C3.6.3 COMPLIANCE WITH SANS 1200

All environmental clauses stated in the SANS 1200 "Standard Specification for Civil Engineering Construction" as amended in this document shall be adhered to by the Contractor. Where the EMP is in conflict with the Standard Specification, the EMP shall take precedence.

C3.6.4 SITE MANAGEMENT

C3.6.4.1 General

The Contractor shall draw up a plan of all parts of the construction site, showing the layout of site establishment, stockpiles, planned access and circulation routes, etc. to depict the scope of his planned operations. The plan shall be submitted to the ECO for comment and approval by the Engineer.

The Works area will be indicated on the layout plan and shall never exceed the boundaries of the site at any given location during the construction period.

Every precaution shall be taken, in accordance with this specification, to prevent pollution of air, soil, ground, and surface water as a result of construction or associated activities.

All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.

C3.6.4.2 Housekeeping

The Contractor shall ensure that his working areas are kept clean and tidy at all times. The ECO shall inspect these areas on a regular basis.

C3.6.4.3 Works area

Routes for temporary access and haul roads shall be located within the approved Works area and vehicle movement shall be confined to these roads. Movement of vehicles outside the Works area shall not be permitted without authorisation from the Engineer, after consultation with the ECO.

All construction activities shall be restricted to working areas designated on the drawings and/or demarcated and approved by the Engineer. Materials, including spoil, shall only be stockpiled in the Works area.

C3.6.4.4 Fire risk and burning

Burning of vegetation including tree trunks and stumps cut during site clearing and establishment shall not be permitted.

The Contractor shall ensure that the risk of fire at any location on the site is kept to a minimum.

The Contractor shall supply fire-fighting equipment in proportion to the fire risk presented by the type of construction and other on-site activities and materials used on site. This equipment shall be kept in good operating order.

Open fires for heating and cooking shall only be permitted in protected areas designated by the ECO for this purpose.
No fires will be allowed adjacent to the boundary fence, either inside or outside the construction site.

Any welding or other sources of heating of materials must be done in a controlled environment, wherever possible and under appropriate supervision, in such a manner as to minimise the risk of veld fires and/or

injury to staff.

C3.6.4.5 Storage of fuel and other materials

Fuel, lubricants, transmission, and hydraulic fluids shall only be stored in the Works area.

All fuel tanks must be installed above ground, depending on the volume of stored fuel, for easy detection of fuel leaks. All fuel tanks must be placed on a thick plastic sheet so as to prevent soil pollution, be set in a bund with earthen walls, and maintained throughout the contract.

Areas made available for fuelling or greasing of equipment and vehicles must be clearly demarcated on the layout plan. In order to prevent soil pollution, these areas must be covered with a protective material (e.g. a thick plastic sheet). No fuelling, greasing, or filling of oils may take place outside these demarcated areas.

The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.

Cement must be stored and mixed on an impermeable substratum.

C3.6.4.6 Concrete batching plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete all waste concrete must be removed from the batching area and disposed of at an approved dumpsite.

The batching plant shall be enclosed by a bund wall with divisions and dedicated compartments for the various types of materials. Air filters shall be monitored and cleaned and replaced as per the supplier's guidelines.

Storm water must not be allowed to flow through the batching area.

Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. This pond will be cleaned monthly.

Operators must wear suitable safety clothing.

C3.6.4.7 Safety

Equipment and stores should be locked up and not left unattended.

The Contractor must ensure that no unemployed labour seekers are permitted to gather at the site and no camp followers/shebeen operators shall be allowed to operate on or adjacent to the site.

Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.

Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
All tall structures must be properly earthed and protected against lightning strikes.

The Contractor must have a first aid box available on site and on all vehicles working on site.
The Contractor must submit a copy of the minutes of weekly health and safety meetings to the ECO.

C3.6.4.8 Blasting and drilling

A written warning of 2 days indicating the date and approximate time period of blasting activities shall be given to affected residents for the temporary removal of sensitive domestic animals such as horses, dogs, cats, birds, and cattle, before blasting and/or drilling activities commence during that period.

During blasting the stipulations of the Minerals Act, Act 50 of 1991 shall apply.

Should any warning not be given within the period specified above, the Contractor will be held liable for injuries to or deaths of the affected animals.

In order to minimise the potential impact on animals, it is proposed that soft explosives and/or noise mufflers be used.

When blasting, the Contractor shall take measures to limit flying rock. This may be achieved by matching the charge to the rock type, by using milli-second delay detonators or by using rubber blasting mats placed over the area to be blasted. Flying rock 150mm and larger which falls beyond the cleared working area shall be collected and removed together with the rock spoil.

When blasting under power lines the Contractor shall arrange for power to be temporarily switched off or have the lines moved.

C3.6.4.9 Fencing

Fencing shall be erected around sensitive natural or cultural elements to protect them from damage. No pedestrian or vehicular access shall be allowed to such fenced areas.

In places where temporary fencing is required, the Contractor shall erect such fencing and, when and where required by the Engineer, re-erect and maintain temporary fencing as necessary. Temporary fencing shall remain in position either until it is replaced by permanent fencing or until completion of the whole of the Works, unless the Contractor requires, or the Engineer directs its earlier removal. The Contractor shall erect and maintain the aforementioned temporary fencing in the locations and for the period described in the Contract.

If temporary fencing is removed temporarily for the execution of any part of the Works, it shall be reinstated as soon as practicable by the Contractor.

The clearing for permanent fencing shall be limited to the removal of trees and shrubs within 1m of the fence line. Where possible, the fence line must be aligned to retain trees or tree groups. There shall be no removal of the grass cover or topsoil within this width.

C3.6.5 CONTROL OF DAMAGE TO VEGETATION AND ANIMALS

The Contractor shall ensure that all works are undertaken in a manner which minimises the impact on vegetation and animals inside or outside of the Works area

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C3.6.5.1 Vegetation

As much of the existing vegetation as possible shall be retained. The removal of existing vegetation shall only occur at the sites designated for construction activities. Only woody vegetation may be cleared. During clearing of woody vegetation no basal cover or grass and topsoil shall be removed and damage to this layer shall be minimised as far as possible.

Bush and grass veld must only be cleared to provide essential access for construction purposes.

No indigenous shrubs and/or trees shall be cut down by the Contractor. Removal, damage or disturbance of

any vegetation outside the Works area is not permitted. Special care shall be taken not to disturb or destroy riverine vegetation.

Trees which have been selected for preservation by the ECO within or adjacent to the Works areas shall be fenced around their drip line. The fence shall be clearly marked with danger tape. No open fires shall be allowed within this fenced area, nor shall vehicles be parked underneath these trees. The area shall also not be used for materials storage or as allocation for temporary buildings. If such trees are located within the 15m working width of the pipeline, the pipeline shall be aligned to avoid these trees wherever possible.
Gathering of firewood shall not be permitted.

The Contractor shall take care that seeds are collected during the removal of alien vegetation in order to counter the spread of this vegetation type. Failure to do so may result in prosecution in terms of the Conservation of Agricultural Resources Act (Act 43 of 1983). A fine not exceeding R5000 and/or 2 years imprisonment can be imposed.

No vehicular access will be allowed on the grassy parts of the construction site.

C3.6.5.2 Disturbance of animals

Under no circumstances shall any animals be handled, removed, killed or interfered with by the Contractor, his employees, his sub-contractors or his sub-contractors' employees. Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee. Disturbances to nesting sites of birds must be minimized. Anthills and/or termite nests that occur in the Works area must not be disturbed unless it is unavoidable for construction purposes.

The Contractor and his employees shall not bring any domestic animals onto the site.

The Contractor shall ensure that the work site is kept clean and tidy and free from rubbish which would attract animal pest species. There shall be no feeding of native animals.

The Contractor shall ensure that domestic and native animals are safe from injury that may arise from unprotected Works.

The Contractor shall advise his workers and subcontractors of the penalties associated with the needless destruction of wildlife, as set out in the Animals Protection Act (Act 71 of 1962) sec. 2 (fine R2 000 and/or 12 months imprisonment).

C3.6.6 CONTROL OF DAMAGE TO SOIL AND WATER

C3.6.6.1 Stripping of topsoil

Topsoil shall be deemed to be the top 300mm layer of soil. This layer contains organic material, nutrients and plant and grass seed. For this reason it is an extremely valuable resource for the rehabilitation and re-vegetation of disturbed areas.

Topsoil shall be stripped from all areas that are to be utilized during the construction period and where permanent structures, and access is required. These areas will include the area comprising the permanent works, pipeline trenches, stockpiles, temporary and permanent access roads, construction camps, lay down areas, and any other area as indicated on the Works area drawings. Topsoil shall be stripped after clearing of woody vegetation and before excavation or construction commences.

Soil shall be stripped to a minimum depth of 150mm and maximum depth of 300mm or to the depth of bedrock where soil is shallower than 300mm. Herbaceous vegetation, overlying grass and other fine organic matter shall not be removed from the stripped soil.

No topsoil which has been stripped shall be buried or in any other way be rendered unsuitable for further use by mixing with spoil or by compaction by machinery.

Topsoil shall be stripped when it is in a dry condition in order to prevent compaction.

Stripping of topsoil shall be undertaken in such a way as to minimise erosion by wind or runoff.

C3.6.6.2 Stockpiling of topsoil

Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. The Contractor shall ensure that subsoil and topsoil are not mixed during stripping, excavation, reinstatement, and rehabilitation. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost. Temporary soil stockpiles shall not be higher than 2,5m, and the slopes of soil stockpiles shall not be steeper than 1 vertical to 1,5 horizontal.

Areas from which topsoil is to be removed shall be cleared of any foreign material which may come to form part of the topsoil during removal including bricks, rubble, any waste material, litter any other material which could reduce the quality of the topsoil.

Soil must not be stockpiled on drainage lines or near watercourses.

No vehicles shall be allowed access onto the stockpiles after they have been placed. Topsoil stockpiles shall be clearly demarcated in order to prevent vehicle access and for later identification when required.

After topsoil stockpiling has been completed, the Contractor shall apply soil conservation measures to the stockpiles where and as directed by the Engineer / Environmental Officer.

This may include the use of erosion control fabric and/or grass seeding.

C3.6.6.3 Placement of topsoil

Topsoil shall be placed to a minimum depth of 150mm over all areas where it has been stripped, after construction in those areas has ceased. Topsoil placement shall follow as soon as construction in an area has ceased.

All areas onto which topsoil is to be spread shall be graded to the approximate original landform with maximum slopes of 1:2,5 and shall be ripped prior to topsoil placement. The entire area to be covered with top soil shall be ripped parallel to the contours to a minimum depth of 300mm.

Topsoil shall be placed in the same soil zone from which it had been stripped. However, if there is insufficient topsoil available from a particular soil zone to produce the minimum specified depth, topsoil may be brought from other soil zones on approval by the Engineer after consultation with the ECO.

Where topsoil that has been stripped by the Contractor is insufficient to provide the minimum specified depth, the Contractor shall obtain suitable substitute material from other sources at no cost to the employer. The suitability of the substitute material shall be determined by means of a soil analysis which is acceptable to the Engineer.

No vehicles shall be allowed access onto or through topsoil after it has been placed.

After topsoil placement is complete, cleared and stockpiled vegetative matter shall be spread randomly by hand over the area covered with topsoil.

C3.6.6.4 Klip river and Rietspruit

The Klip River is situated approximately 250 m to the west of the construction site at its closest point, and the Rietspruit approximately 300 m to the east.

Site staff shall not be permitted to use the Klip River or the Rietspruit for the purpose of bathing, washing of clothing or vehicles nor disposal of any type of waste.

The Contractor shall not in any way modify nor damage the banks or bed of the Klip River or the Rietspruit and its drainage lines, unless required as part of the construction project specification and in consultation with the Project Manager and the ECO. Abstraction of water from the Klip River is allowed provided that no damage to the banks of the Klip River shall occur. Should damage occur the Contractor will be held liable for any reparation and/or rehabilitation to the banks of the Klip River and for prosecution in terms of the National Water Act (Act No. 36 of 1998).

All fuel, chemical, oil, etc spills must be confined to areas where the drainage of water can be controlled.

Appropriate structures and methods to confine spillages such as the construction of berm shall be provided.

C3.6.7 Control of pollution

As a minimum requirement all waste emissions (hazardous, airborne, liquid and solid) from the site shall be kept within the limits of standards set in terms of relevant national and local pollution legislation and regulations.

C3.6.7.1 General

No waste of a solid, liquid or gaseous nature shall be emitted from the site without approval by the Engineer.

Precautionary measures must be taken to prevent any form of pollution.

Accidental pollution incidents shall be reported to the Engineer and the ECO immediately after they occur and shall be cleaned up by the Contractor or a nominated clean-up organisation at the expense of the Contractor.

C3.6.7.2 Soil

Vehicle and plant maintenance shall be confined to the areas demarcated for this purpose. Should any amount of fuel, oil transmission or hydraulic fluids be spilled onto the soils the Engineer and the ECO shall be informed immediately. If ordered by the Engineer, tests must be conducted to determine the extent of soil contamination. The polluted soil shall be rehabilitated or remediated to the satisfaction of the Engineer, after consultation with the ECO. Proof of disposal of contaminated soil must be submitted by the Contractor to GDACE within 14 days of the disposal thereof.

C3.6.7.3 Water

Water containing waste shall be prevented from entering the Klip River or the Rietspruit either by seepage or natural flow. Oil absorbent fibres must be used to contain oil spilled in water.
Cost effective measures must be taken to minimise the flow of surface water to trench excavations.
On-site storm water management over the construction site shall be to the satisfaction of the Engineer.

C3.6.7.4 Air

All reasonable measures should be taken to minimise air emissions in the form of smoke, dust, and gases.
All machinery and vehicles used for the Works shall be in good working order. Any vehicle or piece of machinery that visibly emits excess pollutant shall be removed from site.
Waste must not be allowed to stand on site to decay, resulting in malodours. No fires shall be allowed if

smoke from such fires will cause a nuisance to neighbouring residents.

C3.6.7.5 Sewage

Any spillage of sewage caused by the Contractor or any of his employees or subcontractors during the construction activities shall be cleaned up at the expense of the Contractor.

C3.6.8 MANAGEMENT OF WASTE

In practice all wastes arising from construction activities are to be handled, transported and disposed of in accordance with the relevant regulations. All efforts should be made to minimise, reclaim or recycle waste, and failing that, dispose of it in a manner licensed by the government for that purpose.

C3.6.8.1 Sanitation

The Contractor shall provide adequate sanitation facilities in accordance with Clause PSA 1.2 hereof. The use of the surrounding veld for toilet purposes shall not be permitted under any circumstance.

C3.6.8.2 Wastewater

Definition: Wastewater is water that is contaminated by humans through their actions.

All run-off from fuel depots, workshops, truck washing areas, and washwater from concreting vehicles and other equipment shall be collected and directed through pollution traps to the operational sewers. If connection to the sewers is not possible, the wastewater shall be collected in settlement ponds, which shall be suitably lined at the Contractor's expense.

Wastewater may not be disposed of directly or indirectly into the Klip River or the Rietspruit. The Contractor shall provide suitable retention and filtration structures (which shall be properly maintained) for the collection of wastewaters.

The Contractor shall provide washing and changing facilities. All run-offs from these washing and/or changing facilities shall be contained in the retention structures to the satisfaction of the Engineer.

C3.6.8.3 Solid waste

Definition: "Solid Waste" refers to all construction waste (such as rubble, cement bags, waste cement, timber, cans, other containers, wires and nails), household and office waste.

Solid waste shall be collected and stored in demarcated, fenced areas in skips and/or bins. The fenced areas or containers should be designed to prevent solid waste from being blown out by wind and should be strategically and conspicuously placed throughout the site.

Wherever possible solid waste that can be recovered shall be recycled.

Solid waste shall be disposed of at a registered solid waste disposal site. The prices submitted by the Contractor shall include all transportation and disposal costs of waste. Solid waste shall not be buried nor burned on site.

The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.

C3.6.8.4 Hazardous wastes

Definition: Hazardous wastes are those which are proven to be toxic, corrosive, explosive, flammable, carcinogenic, radioactive, poisonous or as determined by the Hazardous Substance Act as amended.

Discharges of hazardous chemicals (such as paint, turpentine, oil and cement), as declared under the Hazardous Substances Act as amended, on the site or to the storm water system are prohibited.

Potentially hazardous raw and waste materials shall be handled and stored on-site in containers with tight lids that must be sealed and must be disposed of at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.

The following hazardous waste products shall be disposed of at a registered hazardous waste disposal site:

(a) cement;
(b) diesel, petroleum, oil and lubricants;
(c) explosives;
(d) drilling fluids;
(e) pesticides;
(f) paints and turpentine;
(g) concrete additives; and
(h) any other material which is listed in terms of the Hazardous Substances Act.

The Contractor must maintain a hazardous materials register.

C3.6.9 MANAGEMENT OF STORMWATER AND SOIL EROSION

The aim is to minimise soil loss from the site due both to wind and water.

C3.6.9.1 Storm water

At all stages of the contract, storm water control measures shall be applied to keep soil onsite by minimising

(a) Erosion or leaching of water from temporary stockpiles of topsoil and permanent spoil dumps
(b) Erosion from construction roads, excavations and borrow pits, where applicable
(c) Silt-laden run-off from all areas stripped of vegetation, including excavation surfaces and stockpiles of spoil and topsoil (the correct placement of rocks together with straw bales can be used to prevent silt-laden run-off); and
(d) Contaminated run-off from storage areas;

Thereby preventing it from entering waterways or the storm water drainage system.

Natural storm water run-off that is not polluted by site operations shall be diverted around spoil dumps and topsoil stockpiles. Effective measures shall be taken to minimise the flow of storm water to excavations.

Where uncontaminated storm water has accumulated in excavations and needs to be pumped out, it must be disposed of in such a way that erosion does not occur along the course of its passage. Contaminated storm water shall not be disposed of into the waterways, unless it has been treated to the satisfaction of the Engineer, after consultation with the ECO.

C3.6.9.2 Control of erosion

At all stages of the contract, erosion of bare soil, other excavation surfaces and stockpiles of topsoil and spoil shall be prevented by the application of erosion control measures.

Should erosion occur due to negligence on the part of the Contractor to apply adequate measures, the Contractor will be responsible for reinstatement of the eroded area to its former state at his own expense. Any surface water pollution occurring, as a result of this negligence, shall be cleaned up by the Contractor or a nominated clean-up organization at the expense of the Contractor.

Cross and side storm water drainage measures shall be constructed on access and haul roads to the site and on roads within the site.

The Contractor shall ensure that run-off from access and haul roads, and that diverted into cross and side drains, does not cause erosion

C3.6.10 CONTROL OF DISTURBANCE TO NEIGHBOURS AND/OR AFFECTED RESIDENTS

All issues and items agreed to in the negotiations and discussions between the Owner and affected residents must be implemented.

C3.6.10.1 Scenic quality

The Contractor shall position all temporary structures as well as temporary plant on site in locations and at elevations which limit visual intrusion on neighbours. The type and colour of roofing and cladding materials shall be selected to reduce reflection.

The Contractor shall not establish or undertake any activities which, in the opinion of the Engineer, are likely to adversely affect the scenic quality of the area. The Engineer may direct the Contractor to refrain from such activities or to take ameliorative actions to reduce the adverse effect of such activities on the scenic quality of the environment.

No painting or marking of natural features shall be done. Marking for surveying and other purposes shall only be done with pegs and beacons.

All cut and fill forms shall be rounded at the edges to blend them with the surrounding landforms.

All packed rock and exposed rock cuttings shall be treated in order to blend their colour with the colours of the natural weathered rocks of the adjacent environment.

The colours of all permanent structures shall be chosen to blend in with the dominant colours of the surrounding landscape. Painted surfaces shall be painted with non-reflective (matt) colours.

C3.6.10.2 Noise

All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. Neighbouring residents must be informed of excessive noise factors.

Noise emanating from construction activities must not be "disturbing noise", that is, the sound level from the site measured at the nearest dwelling must not exceed the ambient noise level by 7dBA or more.

Appropriate directional and intensity settings should be maintained on hooters and sirens, if applicable. Silencer units on plant and vehicles shall be maintained in good working order. Any vehicle/machine emitting excess noise shall immediately be removed from site or effectively repaired.

Where required by the ECO after consultation with the Engineer, the Contractor shall provide noise reduction measures in the form of cladding and earth berm between sources of onsite noise and neighbours and/or affected property owners.

A speed restriction of 40 km/h shall be imposed on all construction vehicles in order to limit additional noise generated by these vehicles. This restriction shall apply to the site and any road within 2 kilometers of the site.

No loud music shall be allowed on site and in construction camps.

C3.6.10.3 Dust

The Contractor shall ensure that a minimum of dust is generated by construction and related activities. Roads and working areas should be maintained regularly and this may include the sprinkling of water. Water for this purpose shall be used sparingly to not generate run-off and resulting soil erosion.

The Contractor shall control dust from spoil dumps as specified above.

Soil and aggregate loads in transit must be kept covered, to prevent wind borne pollution (dust).

Stockpiles of soil must be kept covered or have a suitable dust palliative applied, such as water or commercial dust suppressants, to prevent windborne pollution.

C3.6.10.4 Social interaction and disruption

The Contractor shall maintain normal working hours (i.e. from 07:00 until 17:00) from Mondays to Fridays for the duration of the construction period. The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface.

The Contractor's activities and movement of staff shall be restricted to designated construction areas only. The Contractor and site staff may not interact directly with adjacent landowners but only through the Project Manager/Engineer, who will contact property owners to obtain permission.

The Contractor's staff shall wear special identity cards (with the employee's photograph displayed on the card), which shall make identification possible, at all times. Any temporary staff employed by the Contractor or any sub- contractor appointed by the Contractor shall also comply with this clause.

Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.

Criteria for selection and appointment, by the Contractor, of construction labour must be established to allow for preferential employment of local communities.

C3.6.10.5 Disruption of services and access

Care must be taken by the Contractor to avoid damaging major and minor pipelines and other services. The relevant authorities must be notified of any interruptions of services, especially the Midvaal Local Municipality, the National Roads Agency, Spoornet, TELKOM and ESKOM, or other entities.

Disruption of access for local residents during construction, and haulage or any other construction activity shall only take place with the prior consent of the Engineer.

The Contractor shall liaise with the Engineer on a regular basis with regard to specific activities that could cause inconvenience to property owners, especially increased vehicular traffic through residential areas adjacent to the site. The Contractor shall prior to commencement inform property owners of his planned activities within a reasonable period of time.

The movement of construction vehicles through the affected areas shall be restricted to off-peak hours to minimise adverse impacts on private vehicular traffic. Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.

C3.6.10.6 Traffic control

The Contractor shall ensure that all construction traffic including that of subcontractors, vendors, suppliers of materials and services are notified that a special speed limit of 40 kph shall apply along any road within the adjacent Klipwater Township; and special attention shall be given to road signs. Vehicles not complying with this ruling shall on the instruction of the Engineer, be denied access to the Site.

C3.6.11 Archaeology and cultural sites

All finds of human remains must be reported to the nearest police station.

Human remains from the graves of victims of conflict, or any burial ground or part thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).

Work in areas where artefacts are found must cease immediately.

Under no circumstances must the Contractor, his/her employees, his/her sub- contractors or his/her sub-contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.

A fence at least 2m outside the extremities of the site must be erected to protect archaeological sites.
All known and identified archaeological and historical sites must be left untouched.

Work in the area can only be resumed once the site has been completely investigated. The Engineer will inform the Contractor when work can resume.

C3.6.12 REHABILITATION

It is important that rehabilitation will commence as soon as feasible and to run in parallel with the construction and not to be left until completion of the works. This will increase the chances of successful rehabilitation as it can be monitored throughout the construction period.

The construction site shall be cleaned and rehabilitated as close as is reasonably possible to its original state.

All drainage deficiencies must be corrected.

Cut and fill areas must be restored and re-shaped.

Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the re-growth of natural vegetation.

Rehabilitation of all the disturbed and compacted areas shall mean that these areas are ripped and covered with topsoil.

- Ripped shall mean - ploughed with a ripper to a depth of not less than 300mm in two directions at right angles.
- Top soiled shall mean - the spreading of a minimum of 150mm of stockpiled topsoil either before or after ripping over the surface to be rehabilitated.

The areas immediately adjacent to the Works which are not designated for paving shall be grassed in accordance with the relevant engineering specification.

All alien vegetation removed during construction shall not be replaced.

The rehabilitated areas will be weeded by the nominated rehabilitation contractor for a period of 1 year.

C3.6.13 RESPONSE TO PUBLIC COMPLAINTS

The Contractor shall assist the Engineer with responding to queries and complaints from the public regarding construction activities by:

(a) Documenting the details of such communications and submitting the information to the
(b) Engineer for inclusion in the complaints register;
(c) Bringing any such matters to the attention of the Engineer immediately as they arise;
(d) Taking any remedial action as per the Engineer; and d.) discuss such matters at the site meetings.

The Contractor shall assist the Engineer and consult with affected parties for the purpose of explaining the construction process and answering questions raised by affected parties at reasonable times.

Should the owner of any property, contact the Contractor during the construction period regarding specific requests, the Contractor shall include all pertinent details in his report (Section 2.3 hereof).

C3.6.14 CLEARANCE OF SITE ON COMPLETION

On completion of the Works, the Contractor shall clear away and remove from the site all construction plant, surplus materials, foundations, plumbing and other fixtures, rubbish and temporary works of every kind. Areas thus cleared shall be graded and scarified to restore the ground to its original profile as near as practicable before topsoil placement.

C3.6.15 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SPECIFICATIONS

(a) All persons employed by the Contractor or his subcontractors shall abide by the requirements of these Environmental Management Specifications.

(b) Any employees of the Contractor or his subcontractors found to be in breach of any of the Environmental Management Specifications may be ordered by the Engineer to leave the site forthwith. The order may be given orally or in writing. Confirmation of an oral order will be given as soon as practicable but lack of confirmation in writing shall not be a cause for the offender to remain on site. No extension of time will be granted for any delay or impediment to the Contractor brought about by a person ordered to leave the site.

(c) Supervisory staff of the Contractor or his subcontractors shall not direct any person to undertake any activities which would place such person in contravention of the Environmental Management Specifications.

(d) Via these specifications the Contractor has been made aware of what actions are required of him and/or his subcontractors. Certain do's and don'ts have been given and onus for compliance rests with the Contractor as he is the only person capable of controlling these aspects. A fine/reward system will be implemented to encourage compliance. For every week that the Contractor successfully complies with the Environmental Management Plan and Specifications a bonus sum of R500 will be generated. However, for each and every time that the Environmental Management Plan and Specification is not met, a fine of R500 will be imposed.

C3.6.16 MEASUREMENT AND PAYMENT.

Unit:

Under Schedule No. 1 in Bill: Environmental Management ..... Sum.

The lump sum tendered shall include full compensation for initiating and maintaining the environmental awareness campaign as required in the Environmental Management Plan and Specifications.