



PROJECT:

**CONTRACT No: RFB/MW/ES-07/2026-27/02
TENDER: TSWASA HOUSING PROJECT**

PROCUREMENT DOCUMENT

TENDER SUBMITTED BY:

Registered Name of Company:

Address:

Telephone Number:

Fax Number:

e-mail:

CIDB CRS Number: _____ CIDB Grading: _____

Reviewed by:
Magalies Water

Private Bag X82327
Rustenburg, 0300

Prepared by:
Magalies Water

Tender Total Amount carried from Form of Offer (incl. VAT)

R _____ (incl. VAT)

VIRTUAL COMPULSORY BRIEFING SESSION: 21 JULY 2026 AT 13:00AM

CLOSING DATE: 06 AUGUST 2026 AT 12:00PM

BID BOX LOCATION: 38 HEYSTEK STREET, RUSTENBURG, 0299



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

STRUCTURE OF TENDER AND CONTRACT DOCUMENT

General Conditions of Contract for Construction Works, Third Edition, 2015.

Volume 1 Tender Notice, Condition of Tender, Returnable Schedules, Form of Offer and Bill of Quantities

Volume 2 General Scope of Work and Site information

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFB/MW/ES-07/2026-27/02	CLOSING DATE:	06 AUGUST 2026	CLOSING TIME:	12H00
DESCRIPTION	THE TSWASA WTW HOUSING PROJECT				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAGALIES WATER, OFFICE: 38 HEYSTEK STREET, RUSTENBURG, 0300					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	R. Mulaudzi		CONTACT PERSON	F. Hadebe	
TELEPHONE NUMBER	014 597 4636		TELEPHONE NUMBER	014 597 4636	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	tenders@magalieswater.co.za Cc : rabelanim@magalieswater.co.za		E-MAIL ADDRESS	fanah@magalieswater.co.za Cc : tender@magalieswater.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

1.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature Date
..... Position Name of bidder

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.20.1 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Either the 90/10 or 80/20 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.

1.30.1 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIAL GOALS	20
Total points for Price and B-BBEE must not exceed	100

1.50.1 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.

1.60.1 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. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.20.1 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.30.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.10.1 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

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

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:

- 5.20.1 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- 5.2.1 an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- 5.2.2 any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Application of preference point system for Quotation & Tender procurement of below 50million.

DECLARATION WITH REGARD TO COMPANY/FIRM

5.30.1 Name of company/firm:.....

5.40.1 Company registration number:.....

5.50.1 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]

5.60.1 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the 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 2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

NOTE: VAT to be excluded from all calculations

(D1) Tender No. _____
(D2) Tender description: _____
(D3) Designated Products: _____
(D4) Tender Authority: _____
(D5) Tendering entity name: _____
(D6) Tender Exchange Rate: _____

EU R 9.00 GBP R 12.00

Pula

A. Exempted imported content

Tender item no's (D7)	Description of imported content (D8)	Local supplier (D9)	Overseas Supplier (D10)	Foreign currency value as per Commercial Invoice (D11)	Tender Exchange Rate (D12)	Calculation of imported content			Total landed cost exd VAT (D16)	Exempted imported value (D18)
						Local value of imports (D13)	Freight costs to port of entry (D14)	All locally incurred landing costs & duties (D15)		
(D17) Total exempted imported value: _____ This total must correspond with Annex C - C.21										

B. Imported directly by the Tenderer

Tender item no's (D20)	Description of imported content (D21)	Unit of measure (D22)	Overseas Supplier (D23)	Foreign currency value as per Commercial Invoice (D24)	Tender Rate of Exchange (D25)	Calculation of imported content			Total landed cost exd VAT (D29)	Total imported value (D30)
						Local value of imports (D26)	Freight costs to port of entry (D27)	All locally incurred landing costs & duties (D28)		
(D32) Total imported value by tenderer: _____										

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content (D33)	Unit of measure (D34)	Local supplier (D35)	Overseas Supplier (D36)	Foreign currency value as per Commercial Invoice (D37)	Tender Rate of Exchange (D38)	Calculation of imported content			Total landed cost exd VAT (D42)	Quantity Imported (D43)
						Local value of imports (D39)	Freight costs to port of entry (D40)	All locally incurred landing costs & duties (D41)		
(D45) Total imported value by 3rd party: _____										

D. Other foreign currency payments

Type of payment (D46)	Local supplier making the payment (D47)	Overseas beneficiary (D48)	Calculation of foreign currency payments	
			Foreign currency value paid (D49)	Tender Rate of Exchange (D50)
Signature of tenderer from Annex B				

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date: _____

This total must correspond with Annex C - C.23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10)	Manpower costs (Tenderer's manpower cost)	
(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	
	(E13) Total local content	
	This total must correspond with Annex C - C24	

Signature of tenderer from Annex B

Date: _____



POPIA consent by the Bidder

Magalies Water undertakes to process the personal information of the Bidder and any related information supplied only in accordance with the conditions of lawful processing as set out in terms of POPIA and only to the extent that it is necessary to evaluate the tender document and within the framework of the Procurement process.

The bidder acknowledges that the collection of personal information is only for the evaluations process of the tender document.

The bidder irrevocably and unconditionally agrees-

- That he/she is notified of the purpose and reason for the collection and processing of such information in so far as it relates to the tendering and evaluation process,
- That he/she consents and authorizes the Magalies Water to undertake the collection, processing, and further processing of the bidder's personal information and any information supplied to Magalies Water, for the purposes of evaluating the tender document.

The bidder gives and authorises this consent unconditionally for Magalies Water to lawfully process their personal information solely to evaluate the tender document

Thus, Done and Signed at _____ On This Day Of _____ 2026

The Director / CEO Name and Surname.

Witnesses _____
(Signature)

Witnesses _____
(Signature)

Contents – Volume 1 Contract :				
Number	Heading	Colour	Volume	Pages
THE TENDER				
Part T1: Tendering Procedures				
T1.1	Tender Notice and Invitation to Tender	White	1	T1.1(1 of)
T1.2	Tender Data	Pink	1	T1.2(22 of)
T1.3	Standard Conditions of Tender	Pink	1	T1.3(15 of)
Part T2: Returnable documents				
T2.1	Compliance	Yellow	1	T2.1(3 of)
T2.2	Returnable Documents	Yellow	1	T2.2(4 of)
T2.3	Returnable Schedules	White	1	T2.3(62 of)
THE CONTRACT				
Part C1: Agreement and Contract Data				
C1.1	Form of Offer and Acceptance	Pink	1	C1.1(6 of)
C1.2	Contract Data	Pink	1	C1.2(23 of)
C1.3	Forms of Security	Pink	1	C1.3(12 of)
Part C2: Pricing Data				
C2.1	Pricing Instructions	Yellow	1	C2.1(3 of)
C2.2.1	Civil works: Ground Water Supply Pipelines - Bill of Quantities	Yellow	1	C2.2.1(41 of)

Contents – Volume 2 Contract:				
Number	Heading	Colour	Volume	Pages
Part C3: General Scope of Work				
C3.1	Description of the Works	Blue	2	C3.1(5 of)
C3.2	Engineering	Blue	2	C3.2(1 of)
C3.3	Procurement	Blue	2	C3.3(1 of)
C3.4	Construction	Blue	2	C3.4(9 of)
C3.5	Project Management	Blue	2	C3.5(1 of)
C3.6	Occupational Health and Safety Specification	Blue	2	C3.6(49 of)
C3.7	Environmental Management Plan (EMP)	Blue	2	C3.7(19 of)
Part C4: Site Information				
C4.1	Geotechnical Data	Green	2	C4.1(2 of)
C4.2	Atmospheric/Climatic Data	Green	2	C4.2(1 of)
C4.3	Environmental Requirements	Green	2	C4.3(1 of)
C4.4	Induction	Green	2	C4.4(1 of)
C4.5	Site Specific Data Required	Green	2	C4.5(1 of)
Part C5: Specifications				
C5.1	Project Specifications - Civil	Blue	2	C5.1(44 of)
C5.2	Technical Specifications	Blue	2	C5.2(18 of)
C5.3	Materials Specification	Blue	2	C5.3(12 of)

Contents – Volume 4				
Number	Heading	Colour	Volume	Page
Part C6: Drawings				
C6.1	Schedules of Drawings	White	4	C6.1(109 of)

Contents – Volume 5				
Number	Heading	Colour	Volume	Page
Part C7: Reports				
C7.1	Geotechnical Report	White	5	C7.1(31 of)
C7.2	Geohydrological Report	White	5	C7.2(72 of)

Note: The Tenderer must ensure that the documents received are complete, as neither the Employer nor the Employer's Agent will accept any responsibility for any problem that may occur as a result of incomplete documentation.



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

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PART T1: TENDERING PROCEDURES



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

T1.1 Tender Notice and Invitation to Tender

Magalies Water invites tenders for the construction of the new water supply for TSWASA HOUSING PROJECT

It is estimated that Tenderers should have a CIDB **Contractor** grading designation as follows:

4 GB or HIGHER

Payment of the non-refundable fee of R500,00 for the tender documents (prior to issuing) must be paid into Magalies Water's bank account as follows: Standard Bank, Branch: Rustenburg, Branch Code: 052646, Account Name: Magalies Water. Account Number: 033139539. The payment reference will be tender reference.

Tender documents will be available from 17 July 2026 from 10:00 and can **ONLY** be collected at the offices of Magalies Water, 38 Heystek Street, Rustenburg. Proof of payment of the document fee is to be provided when collecting documents.

Queries relating to procurement issue of these documents may be addressed to tenders@magalieswater.co.za. Queries relating to technical issues can be addressed to Mrs Phephelaphi Magoro, Tel No 014 597 4636/ 079 103 2289 Fax No 011 326 1055 and e-mail: fanah@magalieswater.co.za.

A virtual compulsory clarification meeting with representatives of the Employer will take place on 21 July 2026 starting at 13:00PM. Clarification meeting to be held virtually on Microsoft teams, interested contractors to request the briefing session link by sending an email to tenders@magalieswater.co.za.

The closing time for receipt of tenders is **12:00PM** on **06 AUGUST 2026**. Sealed bids clearly marked: **Tender for TSWASA HOUSING PROJECT** - Bids must be placed in the tender box at the reception of the **Magalies Water head office, 38 Heystek Street, Rustenburg**. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Responsive tenders will be evaluated on the basis of mandatory requirements, **functionality with a threshold of 70 points** and then on the 80/20 preference point system, price (80) and Specific Goal (20). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Construction Procurement August 2019. (The tenderer to obtain a copy of the Annex C from the CIDB website www.cidb.org.za).

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

T1.2.2 Tender Data Information

The following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender. The following Clauses are highlighted. It is the responsibility of the Tenderer to obtain the full CIDB Standard Conditions of Tender from their website. www.cidb.co.za

Clause number	Tender Data
C.1.1	The Employer is <i>Magalies Water</i>
C.1.2	<p>The Tender Documents issued by the Employer comprises the following documents:</p> <p>THE TENDER - VOLUME 1</p> <p>Part T1: Tendering procedures</p> <ul style="list-style-type: none"> T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 - Standard conditions of tender <p>Part T2: Returnable documents</p> <ul style="list-style-type: none"> T2.1 - Compliancy T2.2 - Returnable documents T2.3 - Returnable schedules T2.4 - Returnable schedules – pipe supply T2.5 - Typical technical data sheets <p>THE CONTRACT – VOLUME 1</p> <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Forms of security <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> C2.1 - Pricing instructions C2.2.1 - Civil works: Pipelines - Bill of quantities <p>VOLUME 2</p> <p>Part C3: Scope of work</p> <ul style="list-style-type: none"> C3.1 - Description of Works C3.2 - Engineering C3.3 - Procurement C3.4 - Construction C3.5 - Project Management C3.6 - Occupational Health and Safety Specification C3.7 - Environmental Management Plan and Specification <p>Part C4: Site information</p> <ul style="list-style-type: none"> C4.1 - Geotechnical Data C4.1 - Atmospheric/Climatic Data C4.3 - Environmental Requirements C4.4 - Induction C4.5 - Site Specific Data Required <p>Part C5: Specifications</p> <ul style="list-style-type: none"> C5.1 - Project specifications - Civil C5.2 - Technical Specifications C5.3 - Fibre Optic Telecom Infrastructure Specification

Clause number	Tender Data
	VOLUME 3 - Not applicable for this Contract
	VOLUME 4 Part C6: Drawings C6.1 - Schedules of Drawings
	VOLUME 5 Part C7: Reports C7.1 - Geotechnical Report C7.2 - Geohydrological Report
C.1.4	The Employer's Agent to be announced after appointment of contractor:
C.1.6.2	The competitive negotiation procedure shall be applied.
C1.6.2(a)	<u>Data Pertaining to Targeted Procurement</u> This tender will be adjudicated and awarded in terms of the Magalies Water Procurement Policy. The complete document can be requested from Magalies Water. A list of trained local labour will be provided by the Municipality on Award of the Tender. Tenderers are required to complete the Relevant Schedule – Proposed Subcontractors and Schedule I – Schedule of Labour under the Returnable Schedules
C1.6.2(b)	Local Participation Goal: Invitation and Evaluation of bid will be based on a stipulated minimum threshold of local production and content for valves product and actuators as per National Treasury instruction issued in terms of Regulation 9 (2) of the Preferential Procurement Regulation gazetted 20 January 2017.

Clause number	Tender Data																														
C1.6.4	<p><u>Data Pertaining to CIDB Registration</u></p> <p><u>Basis for CIDB Rating Requirement – CIDB Table 8 of Regulation 17 (Government Notice no. 42561 of July 2019) as amended, is considered to be capable of undertaking a contract in the range of values indicated in column 3 below in the class of construction works to which the category of registration relates to:</u></p> <p style="text-align: center;"><i>Table 1 amended by Government Notice No. 42561 of 5 July 2019:</i></p> <table border="1" data-bbox="416 546 1385 999"> <thead> <tr> <th>Contractor Grading Designation</th> <th>Tender Value Range Designation</th> <th>Less Than or Equal to (R)</th> </tr> </thead> <tbody> <tr> <td>1 (Class of Construction Works)</td> <td>1</td> <td>R 500 000</td> </tr> <tr> <td>2 (Class of Construction Works)</td> <td>2</td> <td>R 1 000 000</td> </tr> <tr> <td>3 (Class of Construction Works)</td> <td>3</td> <td>R 3 000 000</td> </tr> <tr> <td>4 (Class of Construction Works)</td> <td>4</td> <td>R 6 000 000</td> </tr> <tr> <td>5 (Class of Construction Works)</td> <td>5</td> <td>R 10 000 000</td> </tr> <tr> <td>6 (Class of Construction Works)</td> <td>6</td> <td>R20 000 000</td> </tr> <tr> <td>7 (Class of Construction Works)</td> <td>7</td> <td>R60 000 000</td> </tr> <tr> <td>8 (Class of Construction Works)</td> <td>8</td> <td>R200 000 000</td> </tr> <tr> <td>9 (Class of Construction Works)</td> <td>9</td> <td>“No limit”</td> </tr> </tbody> </table> <p><i>Table 8 has of Regulation 17 amended on 07 October 2019. Information regarding the CIDB can be obtained from their website: www.cidb.org.za</i></p>	Contractor Grading Designation	Tender Value Range Designation	Less Than or Equal to (R)	1 (Class of Construction Works)	1	R 500 000	2 (Class of Construction Works)	2	R 1 000 000	3 (Class of Construction Works)	3	R 3 000 000	4 (Class of Construction Works)	4	R 6 000 000	5 (Class of Construction Works)	5	R 10 000 000	6 (Class of Construction Works)	6	R20 000 000	7 (Class of Construction Works)	7	R60 000 000	8 (Class of Construction Works)	8	R200 000 000	9 (Class of Construction Works)	9	“No limit”
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C.2.1	<u>Eligibility of the Tender.</u>																														
C2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with the Employer.																														
C2.1.1.1	Only those Tenderers who have a valid and updated registration with the Construction Industry Development Board (CIDB) or is capable of registration before the date of evaluation are eligible to submit tenders. Proof of Registration to be attached.																														
C2.1.1.2	Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders. NQF Level 5 will be a minimum requirement for supervisors.																														
C2.1.1.3	The tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders																														

Clause number	Tender Data				
C2.1.1.3 (a)	<p>Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the value in a class of construction work as per CIDB Table 1; and who satisfy the following criteria, that the employer:</p> <table border="1" data-bbox="316 427 1406 645"> <thead> <tr> <th data-bbox="316 427 979 477">Section</th> <th data-bbox="979 427 1406 477">Grading</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 477 979 645"><u>TENDER: TSWASA HOUSING PROJECT</u></td> <td data-bbox="979 477 1406 645">4 GB OR HIGHER</td> </tr> </tbody> </table>	Section	Grading	<u>TENDER: TSWASA HOUSING PROJECT</u>	4 GB OR HIGHER
Section	Grading				
<u>TENDER: TSWASA HOUSING PROJECT</u>	4 GB OR HIGHER				
C2.1.1.4	<p>Only tenderers who are <u>competent and experienced</u> and tenderers with CIDB registration will be considered. The Tenderer must indicate his relevant experience (similar to the Scope of Works as tendered for). If no information is provided, the tenderer will be considered as inexperienced in the work tendered for and may therefore be disqualified.</p>				
C2.1.1.5	<p>Only tenderers that are capable of providing a performance guarantee of 7.5% of the contract value (excl. VAT & Contingencies) for the full duration of the construction period from:</p> <ul style="list-style-type: none"> - a Registered Financial Institution or, - Authorised Financial Provider registered at the Financial Services Board or, - issued by a company duly registered in terms of the Insurance Act (Long Term Insurance Act no. 52 of 1998) or, - Short Term Insurance Act No 53 of 1998) or, - A bank duly registered in terms of the Banks Act No, 94 of 1990 will be considered. 				

Clause number	Tender Data																
C2.1.1.6	<p>Joint ventures are eligible to submit tenders provided that:</p> <p>a) <u>every</u> member of the joint venture is registered with the CIDB;</p> <p>b) the lead partner has a contractor grading designation of 4GB in the Civil Engineering work classification; and</p> <p>c) 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 4GB of Civil Engineering work. (Refer to the schedule below)</p> <p>Joint ventures are eligible to submit tenders provided that: Table of Joint Venture Combinations</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Designation</th> <th style="text-align: center;">Deemed to satisfy joint venture arrangements</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">3</td> <td>Three Contractors registered in Contractor grading designation 2</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Three Contractors registered in Contractor grading designation 3</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Two Contractors registered in Contractor grading designation 4 One Contractor registered in Contractor grading designation 4 and two registered in Contractor grading designation 3</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Two Contractors registered in contract grading designation 5 One Contractor registered in contract grading designation 5 and two registered in contract grading designation 4</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Two Contractors registered in Contractor grading designation 6 One Contractor registered in Contractor grading designation 6 and two registered in Contractor grading designation 5</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Three Contractors registered in contractor grading designation 7</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Three Contractor registered in Contractor designation 8</td> </tr> </tbody> </table>	Designation	Deemed to satisfy joint venture arrangements	3	Three Contractors registered in Contractor grading designation 2	4	Three Contractors registered in Contractor grading designation 3	5	Two Contractors registered in Contractor grading designation 4 One Contractor registered in Contractor grading designation 4 and two registered in Contractor grading designation 3	6	Two Contractors registered in contract grading designation 5 One Contractor registered in contract grading designation 5 and two registered in contract grading designation 4	7	Two Contractors registered in Contractor grading designation 6 One Contractor registered in Contractor grading designation 6 and two registered in Contractor grading designation 5	8	Three Contractors registered in contractor grading designation 7	9	Three Contractor registered in Contractor designation 8
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C2.2	<u>Cost of Tendering</u>																
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.																
C.2.3	<u>Check documents</u> Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.																

Clause number	Tender Data
C.2.4	<p><u>Confidentiality and copyright of documents</u></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p> <p>Any receiver of tender documents whether a Tender is submitted or not must consider the contents of the documents as private and confidential. Information supplied by Tenderers relating to the examination, clarification, evaluation and adjudication of tenders and recommendations for the award of the contract will not be disclosed to Tenderers or any other persons not officially concerned with such processes. If so instructed by the Procurement Department, return all retained tender documents within 28 days after the expiry of the validity period stated in the Tender Document.</p>
C.2.5	<p><u>Reference documents</u></p> <p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
C.2.6	<p><u>Acknowledge addenda</u></p> <p>Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.</p>
C.2.7	<p><u>Site Visit and Clarification Meeting:</u></p> <p>Date: As per Tender Invitation Venue: As per Tender Invitation Time: As per Tender Invitation</p> <p>A person who is suitably qualified and experienced to comprehend the implications of the work involved, must represent that Tenderer at the briefing and the site inspection. If the Tenderer or its representative does not attend the site meeting, the tender will be disqualified.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Tenders and Addenda will only be issued to those tendering entities appearing on the attendance list.</p>
C2.9	<p><u>Insurance</u></p> <p>The Contractor will be required to provide the following insurances (securities) and the Tenderer is advised to seek qualified advice regarding insurance.</p>

Clause number	Tender Data
C.2.9.1	<p><u>Contract Work Insurance</u></p> <p>A Performance Guarantee to the employer equal in value to 10% of the contract value excluding Contingencies and escalation if applicable by an institution approved by the employer. The amount so deposited, or the Suretyship so furnished, shall be held until the completion of the Contract, as security that the Contract shall be implemented and carried out to the fullest extent of its terms by the Contractor.</p> <p>In the case of Joint Ventures, the Construction Guarantee must be issued in the name of the Joint Venture. The fixed construction guarantee shall come into force on the date of issue and shall lapse on the date of Completion Certificate being issued. The employer or his representatives shall return the original fixed construction guarantee policy contract to the contractor within fourteen (14) days from the date of Completion Certificate being issued.</p> <p>Should the contractor fail to furnish the required construction guarantee the employer, in his sole discretion may cancel the agreement with the appointed contractor. Should the Contractor not provide the Employers Agent with a Notice of Renewal for the Guarantee within 30 days from expiry date, the Employer reserves the right to reinstate the Guarantee and deduct the monies due from the Contractor's Payment Certificate.</p> <p>The Tenderer is to state clearly in the Tender form which of the forms of Surety specified, he proposes to submit in the event of his being called upon to take up the Contract, either:</p> <p>[a] Bank Guarantee Or [b] Surety Bond by an Accredited Financial Institution</p>
C.2.9.2	<p><u>Public Liability Insurance</u></p> <p>This insurance provides indemnity against legal liability in the event of accidental death of or injury to a third-party person and/or loss of or damage to third party property directly arising from the performance of the contract and occurring during the period of insurance with an indemnity limit of R 5,0 million of all claims arising from any one event or series of events resulting from or attributable to any one source or original source.</p>

C2.10	<u>Pricing the tender offer</u>
C2.10.1	<p>The Tenderer must allow in the tendered rates for all labour, materials, equipment, temporarily works, arrangements, etc., for the satisfactorily completion of the Works according to the Tender documents. No additional payments will be considered.</p> <p>Should a Tenderer wish to deviate from the specifications or propose different construction materials or methods, he may do so, provided that full details are submitted with the tender. Notice of any deviations or alterations must be given in SCHEDULE A.</p>
C2.10.2	<p>A provisional amount for VAT must be allowed for in the Schedule of Quantities. The amount allowed is (15%) of the Tender amount including contingencies. All payment claims must be accompanied by a Tax Certificate in accordance with the requirements of the Income Tax Law.</p>

C2.12	<p><u>Alternative Offer.</u></p> <ol style="list-style-type: none">1. The Client will consider an alternative tender submitted by the tender for a proposal or design other than that incorporated in the Tender Documents.2. The Tenderer is obliged also to tender for the Client's designs.3. The alternative tender shall include the following information in sufficient details and to the same standards as the tender documents to enable the alternative tender to be considered from the technical, financial and other aspects in relating to the Client's design:<ol style="list-style-type: none">a) <u>Technical Details</u> Full details of design parameters utilised for alternative tender, attention being given to deviations from and interpretations of the data in the tender documents.b) <u>Drawing and Specifications</u><ol style="list-style-type: none">i. Detailed specifications for those of the alternative tender not covered by the Client's specifications.ii. Drawings fully describing the alternative tenderc) <u>Risk</u><ol style="list-style-type: none">i. Statement of the effect that the alternative tender has on the sharing of risk between the Client's and the Contractor. Any increased risk to the Client's shall be described.ii. Risk unacceptable to the Client's will render the tender liable to be rejected by the Client's.d) <u>Schedule of Qualities</u> A detailed price schedule of rates shall be submitted and shall cover the following aspects:<ol style="list-style-type: none">i. The cost implication of any change in riskii. The cost implication of qualifications to the tender (qualifications not priced will render the alternative tender liable to be rejected by the Client's)iii. Any items not priced in the alternative tender shall be deemed to be included in the rates and prices tenderede) <u>Construction Programme</u> A detailed programme stating advantage, if any, over the programme utilising the Client's design for the works4. Should the alternative tender include any building work to be carried out in compliance with the National Building Regulations, the tender shall certify that the alternative proposals will be in accordance with the National Building Regulations. Payment will not be made by the Client's in respect of such building work prior to the approval by the Client's of the alternative building plans.
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	<p>5. The alternative tender will be regarded as incomplete and is liable to be rejected by the Client's should</p> <ul style="list-style-type: none"> • The Client's design be not priced by the tender where so required in terms of sub-paragraph (2) above <p>b) The data in respect of the alternative tender in terms of sub-paragraphs (3) and (4) above be not submitted.</p> <p>6. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the Tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>7. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
C2.13	<p><u>Submitting a Tender Offer</u> Submit <u>one</u> tender offer only, either as a single entity or as a member of a Joint Venture to provide the whole of the works, services identified in the contract data and described in the Scope of Works.</p> <p>Members/Partners in a JV may only submit ONE tender with one set of partners. If a member/partner in a JV also commit to a partnership with another company BOTH tenders will be disqualified as unfair competition.</p> <p>An original tender document with all pages intact <u>including drawings</u>. No copies to be submitted. Alternative tender offers to be submitted in original format i.e. Schedule of Rates & Drawings.</p>
C.2.13.5	<p><u>Tender Envelope Information</u></p> <p><i>Employers Address:</i> Magalies Water, 38 Heystek Street, Rustenburg, 0299</p> <p><i>Location of Tender Box:</i> Reception at Magalies Water Head Office, 38 Heystek Street, Rustenburg</p> <p><i>Identification Details:</i> Contract No: RFB/MW/ES-07/2026-27/02</p> <p><i>Description of Project:</i> TSWASA HOUSING PROJECT</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. Late tenders will be disqualified.</p>
C2.13.6	<p><u>Two Envelope Procedure</u> A two-envelope procedure will not be followed.</p>
C2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
C2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
C2.16	<p>The tender offer validity period is 120 days.</p>

C2.19	Access shall be provided for the following inspections: Site inspection at the site as per Scope of Works.
C.2.20	The Tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part C1.3.1 of this procurement document
C.2.23	<p><u>Certificates to be submitted</u></p> <p>The following certificates need to be included in the Tender:</p> <ol style="list-style-type: none"> a) A valid SARS and or VAT Clearance Certificate for the Tenderer or Joint Venture Tenderer for each of the JV partners issued by the South African Revenue Services; b) A valid B-BBEE certificate, issued by an accredited verification agency. c) The Tenderer's CIDB Registration Certificate or the JV's CIDB Registration Certificates for each JV partner with an indication of the senior partner. d) Workman's Compensation Commissioner - Letter of Good Standing.
C.3.4	Tenders will be opened immediately after the closing time for tenders.
C.3.8	<p><u>Test for responsiveness</u></p> <p>The employer or his representative will determine after opening and before detail evaluation whether each tender offer received:</p> <ol style="list-style-type: none"> 1. Complies with the requirements of these Conditions of Tender in terms of Eligibility 2. Has been properly and fully completed and signed 3. And is responsive to the other requirements of the tender document. 4. A responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations or qualifications. A material deviation or qualification is one which, in the opinion of the employer or his representative, would: <ul style="list-style-type: none"> • Detrimentally affect the scope, quality or performance of the works, services or supply identified in the Scope of Work • Significantly change the Employers of the Tenderer's risks and responsibilities under the contract, Affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.

<p>C.3.9</p>	<p><u>Arithmetical errors, omissions and discrepancies</u></p> <p>The Employer will not correct any arithmetical or other errors in the calculation of the Tender amount, but will take into consideration the final offer as stipulated in the tender document. The highest scoring Tenderer will be notified accordingly prior to his tender being accepted. Under no circumstances will the unit rates be adjusted. Where any discrepancy exists between the unit price and the extended total against any item, the discrepancy will be adjusted by altering the <u>total amount</u> filled in against such item and consequently the <u>total tendered sum</u>.</p> <p>a) Justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, and subsequently</p> <p>b) Consider amending and adjusting such rate or rates. It must be understood that in the event of the Tenderer refusing to adjust any rate or rates to the satisfaction of the Employer such refusal may prejudice his Tender.</p> <p>c) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</p> <p>Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described above</p>
<p>C.3.11</p>	<p>The tender evaluation method to evaluate all responsive tender offers that score a minimum of 70 points in the evaluation of functionality will be Method 2.</p>
<p>C.3.11.3</p>	<p>The formula to be used in the scoring of the Financial offer will be</p> $\text{Price PS} = 80 \left(1 - \frac{(\text{Pt} - \text{Pmin})}{\text{Pmin}} \right)$ <p>Where Ps = Point scored for price of tender under consideration Pt = Rand value of Tender under consideration Pmin = Rand value of the lowest responsive tender</p>
<p>C.3.11.7</p>	<p>The maximum possible number of tender evaluation points awarded for the financial offer = W1 = (80)</p> <p>The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender. Tenders will be evaluated in four stages:</p> <p>Stage 1: Administrative Requirement 1A and Mandatory Requirements 1B Stage 2: Functionality Stage 3: Financial offer and Preference Stage 4: Risk analysis</p>

C.3.11.9	<p>Stage 1 – Administrative Requirements and Mandatory Requirements</p> <p>Stage 1A – Administrative Requirements</p> <ul style="list-style-type: none"> a) Certificate of Authority for Signatory. b) Joint Venture Agreement and Power of Attorney, if applicable. c) Bill of Quantities must be completely filled with permanent ink (preferably black). d) The document must be completely filled in Permanent Ink (preferably black) & Corrections are countersigned (All returnable documents see T2.1 from a to m as well as returnable Schedules, see T2.2 from T2.2.1 to T.2.2.26) e) The bidder completed and signed all prescribed standard bid forms f) Proof of Central Supplier Database (CSD) Registration Report or MAAA number. <p>Stage 1B – Mandatory Requirements</p> <p>During this stage, the Tenderer will be evaluated on responsiveness under mandatory requirements.</p> <p><u>If any of the following requirements are not adhered to it will lead to disqualification.</u></p> <ul style="list-style-type: none"> 1) Attendance Register at Clarification Meeting. 2) Bidder must submit electronic copy (PDF Format) on USB 3) Valid CIDB Grading of 4GB class of construction work or Higher 4) Attach signed Record of Addenda to Tender Document and complete T2.26 form B4 with addenda received information. 5) Valid Workman’s Compensation Commissioner - Letter of Good Standing (COIDA) 6) A rate/amount is to be entered against all items in the schedule of fees / Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage. Corrections must be countersigned. 7) Filled and signed POPIA act consent form 8) Valid registration with NHBRC (National Home Builders Registration Council) as a builder. 9) Valid professional indemnity to the value of the project or higher (From a credible service provider, registered with FSCA). <p>Stage 2: Functionality</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Functionality criteria</th> <th style="width: 30%;">Maximum number of points</th> </tr> </thead> <tbody> <tr> <td>Schedule 1: Experience of the tenderer for building construction of a value of R1,000,000.00 or higher in the past 10 years.</td> <td style="text-align: center;">30</td> </tr> <tr> <td>Schedule 2: Experience of Key Personnel and Project Team</td> <td style="text-align: center;">40</td> </tr> <tr> <td>Schedule 3: Design Team</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Schedule 4: Specific Plant and Equipment</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Schedule 5: Quality Management System</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Maximum possible score for functionality (Ms)</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	Functionality criteria	Maximum number of points	Schedule 1: Experience of the tenderer for building construction of a value of R1,000,000.00 or higher in the past 10 years.	30	Schedule 2: Experience of Key Personnel and Project Team	40	Schedule 3: Design Team	15	Schedule 4: Specific Plant and Equipment	10	Schedule 5: Quality Management System	5	Maximum possible score for functionality (Ms)	100
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	Functionality shall be scored independently by not less than three evaluators in accordance with the following schedules:
	<p>Scores will be allocated to each of the criteria and sub-criteria based on the indicators contained in these schedules.</p> <p>The scores of each of the evaluators will then be weighted and then totaled to obtain the final score for functionality.</p> <p>The requirement of this tender is that the Contractor must score at least 70 points (70 per cent) for functionality to qualify for further evaluation. Only information completed in the relevant Returnable Forms and Data Sheets will be used for the Functionality Evaluation</p>

Details and Description of sub-criteria for each of the main criteria listed above.

No.	Technical / Functional Requirements	Weight
1.	Company Experience:	30 Points
	<p>Attach both appointment letters and completion letters from Clients for the construction of building</p> <p>All projects to be considered shall be projects completed within the last 10 years. Projects must be of a value of at least R 1, 000,000.00 (including VAT).</p> <p>NB: In case a sub-contracting, attach also letter of appointment for the main Contractor from the client and a Completion Certificate, duly signed by contracting party, Contractor and the appointed Consulting Engineer on the project.</p>	
	No appointment and completion letters attached	0 points
	One (1) to Two (2) appointment and completion letter attached	10 points
	Three (3) to Four (4) appointment and completion letters attached	20 points
	Five (5) or more appointment and completion letters attached	30 points
2.	Qualifications and experience of Key Personnel	40 Points
	<p>2.1. Professional qualification of Contracts Manager.</p> <p>A Contracts Manager with a Bachelor of Science/Engineering Degree in Civil Engineering or B-Tech in Civil Engineering (minimum NQF Level 7).</p> <p>An Active Professional registration with Engineering Council of South Africa (ECSA) as Pr. Eng. Or Pr. Tech Eng. Or an active registration as a Professional Construction Manager/Professional Construction Project Manager under South African Council for the Project and Construction Management Professions (SACPCMP).</p> <p>Please attach Certified copies of Certificates and Qualification.</p> <p>NB: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 7</p>	5 points
	No Proof of Qualifications and Professional Registration attached	0 points
	Both Proof of Qualifications and Professional Registration for contracts manger to be attached	5 points
	<p>2.1.1. Contracts Manager’s experience.</p> <p>The Contract Manager has experience in projects related to the construction of the concrete buildings with associated infrastructures.</p> <p>Attach Comprehensive CV listing the projects with contactable references</p>	10 Points
	Zero (0) projects	0 points
	One (1) to Three (3) projects	5 points
	Four (4) or more projects	10 points
	<p>2.2. Professional qualification of Site Agent.</p> <p>Site Agent with a minimum National diploma in Civil Engineering (Minimum NQF Level 6)</p>	

	<p>Minimum registration with Engineering Council of South Africa (ECSA) as a candidate Pr. Techni Eng. Or any relevant professional bodies.</p> <p>Please attach Certified Copies of Certificates and Qualification.</p> <p>N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 minimum</p> <table border="1" data-bbox="276 443 1158 584"> <tr> <td>No Proof of Qualifications and Minimum Candidate Registration for Site Agent attached</td> <td>0 points</td> </tr> <tr> <td>Both Proof of Qualifications and Minimum Candidate Registration for Site Agent attached</td> <td>5 points</td> </tr> </table>	No Proof of Qualifications and Minimum Candidate Registration for Site Agent attached	0 points	Both Proof of Qualifications and Minimum Candidate Registration for Site Agent attached	5 points	5 Points			
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	<p>2.3. Professional qualification of the Health and Safety Practitioner.</p> <p>The Health and Safety Practitioner with a minimum of Diploma in Safety Management or Diploma in Environmental Health/ Science/Management, NQF Level 6 minimum.</p> <p>Professional registration with SACPCMP as a Construction Health and Safety Officer</p> <p>Please attach Certified Copies of Certificates and Qualification.</p> <p>N.B: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 6 minimum.</p> <table border="1" data-bbox="276 1435 1158 1576"> <tr> <td>No Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached</td> <td>0 points</td> </tr> <tr> <td>Both Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached</td> <td>5 points</td> </tr> </table>	No Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	0 points	Both Proof of Qualifications and Professional Registration for Health and Safety Practitioner attached	5 points	5 Points			
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	<p>2.3.1. Health and Safety Practitioner Experience</p> <p>The Health and Safety Practitioner should demonstrate capacity in terms of experience on construction-related projects.</p> <p>Attach Comprehensive CV listing the projects with contactable references</p> <table border="1" data-bbox="276 1827 1158 1901"> <tr> <td>Two (2) or less projects</td> <td>0 points</td> </tr> <tr> <td>Three (3) or more projects</td> <td>5 points</td> </tr> </table>	Two (2) or less projects	0 points	Three (3) or more projects	5 points	5 Points			
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3.	Design Team	15 Points							
	The Employer shall appoint a single contractor (meaning on contractor, a joint venture, or consortium) a turnkey contract, where an employer hands full responsibility over to the contractor for all design, engineering, and construction. This								

	<p>approach expects the employer to "wait for the keys" and to have little day-to-day management of the project as work progresses. Therefore, it is recorded that the pointed contractor must have the following professional team to implement designs for the project.</p> <ul style="list-style-type: none"> • ECSA registered structural Engineer (Pr. Engineering) • SACAP registered architects <p>Please attach Certified copies of Certificates and Qualification.</p> <p>NB: Attach SAQA accreditation for Foreign Qualifications equivalent to NQF Level 7</p>		
	No Proof of Qualifications and Professional Registration for Design Team	0 points	
	Both Proof of Qualifications and Professional Registration for Design Team	15 points	
4.	Specific Plant and Equipment		10 Points
	<p>Bidders must submit either proof of ownership of the plant or a verifiable letter of intent to lease the plant. The letter of intent must be issued on the official letterhead of the hiring company. Vehicle registration documentation to be attached.</p> <p>Please attach photographic evidence or tax invoices as proof of ownership for small equipment.</p> <p>Please attach Certified Copies of Vehicle Registration Certificates.</p>		
	◦ Light Duty Vehicles (Bakkies / LDVs)	2 points	
	◦ TLB (Tractor Loaded Backhoe)	2 points	
	◦ Scaffolding and Formwork Systems	2 points	
	◦ Roller Compactor	2 points	
	◦ Generators	2 points	
5.	Quality Management System		5 Points
	Provision of a Valid Quality Management System - ISO9001		
	Not attached / No QMS system in place	0 point	
	ISO9001 Certificate	5 points	
	Total points		100

Maximum points that can be scored = 100.

Contractors needs to score a minimum of 70 Points in order to be considered for the next evaluation stage.

C.3.11.1 **Stage 3 – Price & Specific Goals**

All bids that achieved the minimum threshold for functionality (acceptable bids) will be evaluated further in terms of the **80/20** preference point system, as follows:

CRITERIA	POINTS
Price	80
Specific Goals	20
TOTAL	100 points

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (Municipal rates, invoice or statement of account, tribal authority letter or Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

NB: For JV, consortium and partnerships, agreement should be attached for points allocations.

Locality -The nearest partner will be considered for points allocation

C3.12.1	<p>Stage 4 – Risk Analysis</p> <p>In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed on the highest-ranking tenders to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer.</p> <p>Bid offer will only be accepted if:</p> <ul style="list-style-type: none"> a) The Bidder has submitted, with the offer, all relevant documentation as required in stage/phase 1B b) The bidder or any of its directors is not listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. c) The Bidder has proved track record in similar works (employers will be contacted to prove track record) d) The Bidder has not: <ul style="list-style-type: none"> i) Abused the Employer’s Supply Chain Management System or ii) Failed to perform on any previous contract
C.3.13.1	<p>Notice to successful and unsuccessful tenderers.</p> <p>Add the following to the clause:</p> <p>Before accepting the tender of the successful tenderer, the Employer shall notify the successful tenderer in writing of the decision of the Employer to award the tender to the successful tenderer.</p> <p>The Employer shall, at the same time as notifying the successful tenderer of the Employer’s decision to award the tender to the successful tenderer, also publish tender results on the relevant websites</p>
C.3.17	<p>The number of paper copies of the signed Contract to be provided by the Employer is 1.</p>
C4. ADDITIONAL CONDITIONS APPLICABLE TO THIS TENDER	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> 1. The Employer/Employer’s Agent may also request that the Tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer 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 Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.

<p>C.4.1 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 2014</p>	<p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 2014 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer needs to take note of COVID 19 Occupational Health and Safety amendments and measure in terms of Regulation 4(10) of regulations R480 of 29 April 2020 in terms of Section 27(2) of the Disaster Management Act,2002 (Act 57 of 2002). The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p>
<p>C4.1 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 2014 (continued)</p>	<p>a) to ensure that every principal Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and</p> <p>b) to ensure that potential principal Contractors (Contractors) submitting tenders, have made provision for the cost of health and safety measures during the construction process : See Volume 1, Returnable Documents, Part C 2.2 Schedule of Quantities.</p> <p>In terms of Clause 4(4), no Client shall appoint a principal Contractor to perform construction work, unless the Client is reasonably satisfied that the principal Contractor which he or she intends to appoint has the necessary competencies and resources to carry out the work safely.</p> <p>In this regard the Tenderer shall submit with his tender, appended to Form 2.2.26: Form Concerning Fulfilment of the Construction Regulations, 2014 in T2.2 Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <p>Management structure, site supervision and responsible persons including a succession plan.</p> <p>(2) Contractor's induction training programme for employees, sub-Contractors and visitors to the Site.</p> <p>(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.</p> <p>(4) Regular monitoring procedures to be performed.</p> <p>(5) Regular liaison, consultation and review meetings with all parties.</p> <p>(6) Site security, welfare facilities and first aid.</p> <p>(7) Site rules and fire and emergency procedures</p> <p>Tenderers are to note that the appointed Contractor is required to ensure that all sub-Contractors or others engaged in the performance of the contract also comply with the above requirements.</p>
	<p>The appointed Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.3.5 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days from the Commencement Date of the contract.</p>

<p>C4.2 QUALITY MANAGEMENT</p>	<p>Only Contractors capable of testing and commissioning of plant and equipment to the quality standards required under this tender will be considered. Materials and components used by the Contractor shall comply with the requirements of the specification and, in addition, shall be of demonstrated quality for the purpose for which they are intended. Tenderers will be required, to understand and demonstrate compliance with these requirements by the submission of their Quality System at the time of tender.</p>
	<p>The Quality System shall take the form of a coordinated and formally documented statement and shall include quality management objectives, policies, organisation, procedures and work instructions that demonstrate the Contractor's implementation of the requirements of ISO 9001/2008 Code for Quality Management Systems.</p> <p>The Tenderer shall submit an assessment report on his Quality System with his tender. The assessment report shall be issued by an independent quality assurance authority and shall have been carried out not more than 12 months prior to the date of submission of this tender.</p> <p>The Tenderer shall at the time of tender submit the names of all staff responsible for administration of the Contract, the quality assurance procedures, and control of the quality of material and components to be used in the manufacture of the plants and equipment. Curriculum Vitae for each employee so nominated and the Quality Manager responsible for implementation of the Quality System shall also be submitted.</p>

<p>C4.3 CLAIMS ARISING AFTER SUBMISSION OF TENDER</p>	<p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none">1) inspected the Contract drawings and read and fully understood the Conditions of Contract,2) read and fully understood the whole text of the Scope of Work and pricing data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract,3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from the site and made the necessary provisions for any additional costs involved thereby, and4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer. <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the pricing data contain any obvious errors, the Tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p>
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MAGALIES WATER



PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02
TENDER: TSWASA HOUSING PROJECT

T1.3 Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in the CIDB Standard for Uniformity in Construction Procurement August 2019. (The tenderer to obtain a copy of the Annex C from the CIDB website www.cidb.org.za).

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

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each Tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in **C.2** and **C.3**, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the Tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a Tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

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

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

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the Tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **functionality (quality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

C.1.4 Communication and employer's agent

Each communication between the employer and a Tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

- C.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.
- C.1.5.2** The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to **C.3.13**, be concluded with the Tenderer who in terms of **C.3.11** is the highest ranked or the Tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

- C.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, Tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of **C.3.4**, the employer shall announce only the names of the Tenderers who make a submission. The requirements of **C.3.8** relating to the material deviations or qualifications which affect the competitive position of Tenderers shall not apply.
- C.1.6.2.2** All responsive Tenderers, or not less than three responsive Tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of **C.2.17**, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a Tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- C.1.6.2.3** At the conclusion of each round of negotiations, Tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
- C.1.6.2.4** The contract shall be awarded in accordance with the provisions of **C.3.11** and **C.3.13** after Tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-System

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the Tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions offender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive Tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the Tenderer satisfies the criteria stated in the tender data and the Tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the Tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.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.

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the Conditions of Contract identified in the contract data. The Tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The Conditions of Contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

- C.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3** Submit the parts of the tender offer communicated on paper as an original, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the Tenderer. Signatories for Tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner which the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5** Seal the original tender offer as package marking the package as "ORIGINAL". The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.
- C.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the Tenderer's name and contact address.
- C.2.13.7** Seal the original tender offer that states on the outside only the employer's address and identification details as stated in the tender data.
- C.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- C.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

- C.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of the offender apply equally to the extended deadline.

C.2.16 Tender offer validity

- C.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- C.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- C.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both).

No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

- C.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the Tenderer's commercial position (including notarized joint venture Agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- C.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

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

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the Tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each Tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each Tenderer whose technical proposal is opened.

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

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

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check the highest ranked tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with **C.3.11** for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

C.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.11.2 Method 1: Price and Preference (N/A)

In the case of a price and preference:

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

C.3.11.3 Methods 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

N/A - The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

(4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

(4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

(5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

$$P_s = 90 \times \left(1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

(5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the BBBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

(5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5) (b).

(5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

(5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

C.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

C.3.11.7 Scoring price

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W^1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W^1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1 ³	Option 2 ^a
1	Highest price or discount	$A = (1 + (P - P_m)) / P_m$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - (P - P_m)) / P_m$	$A = P_m / P$
^a P_m = is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

A is a number calculated using the formula and option described in Table C.1

Confirm that Tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where Tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

C.3.11.9 Scoring functionality (quality)

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_0 = W_2 \times S_0 / M_s$$

Where:

S_0 is the score for quality allocated to the submission under consideration;

M_s is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

C.3.12 Insurance provided by the employer

If requested by the proposed successful Tenderer, submit for the Tenderer's information the policies and / or certificates of insurance which the Conditions of Contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the Tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful Tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Notice to unsuccessful Tenderers

C.3.16.1 Notify the successful Tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

C.3.16.2 After the successful Tenderer has been notified of the employer's acceptance of the tender, notify other Tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

Provide to the successful Tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to Tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Tenderers or might prejudice fair competition between Tenderers.

C.3.19 Transparency in the procurement process

C.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

C.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

C.3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

C.3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- ♣ Procurement planning process

- ♣ Procurement method and evaluation process
- ♣ Contract type
- ♣ Contract status
- ♣ Number of firms tendering
- ♣ Cost estimate
- ♣ Contract title
- ♣ Contract firm(s)
- ♣ Contract price
- ♣ Contract scope of work
- ♣ Contract start date and duration
- ♣ Contract evaluation reports

C.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

C.3.19.6 Consultative Forum must be an independent structure from the bid committees

C.3.19.7 The information must be published on the employer's website.

C.3.19.8 Records of such disclosed information must be retained for audit purposes.



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

PART T2: RETURNABLE DOCUMENTS AND SCHEDULES

T 2 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer must complete all the returnable schedules. Failure to fully complete the relevant returnable schedules will render such a tender offer unresponsive. The returnable documents and schedules are required for tender evaluation purposes.

T2.1	RETURNABLE DOCUMENTS AND SCHEDULES – COMPLIANCY	1
T2.2	RETURNABLE DOCUMENTS	
Form T 2.2.1	Proposed Joint Venture Agreement	2
Form T 2.2.2	Tax Clearance Certificate	2
Form T 2.2.3	B-BBEE Status Level Verification Certificates	2
Form T 2.2.4	Confirmation of Employment Equity Policy from the Department of Labour	3
Form T 2.2.5	Latest UIF Return	3
Form T 2.2.6	Proof of Expenditure for Skills Development	3
Form T 2.2.7	Form of Intent to Provide a Performance Guarantee	4
Form T 2.2.8	National Treasury Central Supplier Database (NTCSD) REPORT not older than one (1) month from closing date.	4
Form T 2.2.9	COIDA – Letter of Good standing	4
T2.3	RETURNABLE SCHEDULES	
Form T 2.3.1	Certificate of Authority of Signature	2
Form T 2.3.2	Certificate of Attendance at Clarification Meeting	6
Form T 2.3.3	Record of Addenda to Tender Documents	7
Form T 2.3.4	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2011	8
Form T 2.3.5	Size of Enterprise (Description, Address and Size)	14
Form T 2.3.6	Schedule of Proposed Sub Contractors	15
Form T 2.3.7	Financial References	16
Form T 2.3.8	Details of Alternative Tenders Submitted	17
Form T 2.3.9	Current Workload (Description, Value and Dates)	18

The following returnable schedules will be used in the functionality evaluation of the tender

Form T 2.3.10	Key Personnel Numbers	19
Form T 2.3.11	Experience of Key Staff and Curriculum Vitae Key Personnel	20
Form T 2.3.13	Schedule of Previous Work Carried out by Tenderer	26
Form T 2.3.14	Financial Ability to Execute the Project	30
Form T 2.3.15	Quality Control Procedures	31
Form T 2.3.16	Proposed Programme	32
Form T 2.3.17	Proposed Organization and Staffing	32

The following returnable schedules will be incorporated into the Contract

Form T 2.3.18	Form Concerning Fulfilment of the Construction Regulations, 2014	32
Form T 2.3.19	Compulsory Enterprise Questionnaire	35
Form T 2.3.20	Amendments and Qualifications by Tenderer	37
Form T 2.3.21	Declaration Certificate for Local Production and Content for Designated Sectors	38
Form T 2.3.23	Declaration of Interest SBD4	47
Form T 2.3.24	Preference Points Claim Form of the Preferential Procurement Regulation 2011 SBD6.1	50

T2.1 RETURNABLE DOCUMENTS AND SCHEDULES – COMPLIANCY

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the fully completed applicable documents will result in the tender offer being recorded as non-responsive in terms of Clause 3.8.2 of the Standard Conditions of Tender and will be disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included <i>(Tenderers may use this column to confirm documents have been completed and included in the tender)</i>
Form of Offer and Acceptance	Section C1.1	
Certificate of authority of signatory	Form T2.3.1	
Compulsory enterprise questionnaire	Form T2.3.19	

RETURNABLE DOCUMENTS CHECK LIST

Document Name	Reference	Confirmation of Document Included <i>(Tenderers may use this column to confirm documents have been completed and included in the tender)</i>
Proposed Joint Venture Agreement	Form T2.2.1	
Tax Clearance Certificate	Form T2.2.2	
Confirmation of Employment Equity Policy from the Department of Labour	Form T2.2.4	
Latest UIF Return	Form T2.2.5	
Proof of Expenditure for Skills Development	Form T2.2.6	
Form of Intent to Provide a Performance Guarantee	Form T2.2.7	
National Treasury Central Supplier Database (NTCSD) REPORT not older than one (1) month from closing date.	Form T2.2.8	
COIDA Letter of Good Standing	Form T2.2.9	
Certificate of Attendance at Clarification Meeting	Form T2.3.2	
Size of Enterprise (Description, Address and Size)	Form T2.3.5	
Schedule of Proposed Sub Contractors	Form T2.3.6	
Financial References	Form T2.3.7	
Details of Alternative Tenders Submitted	Form T2.3.8	
Current Workload (Description, Value and Dates)	Form T2.3.9	

RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the fully completed applicable documents will result in the tender offer being evaluated with 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included <i>(Tenderers may use this column to confirm documents have been completed and included in the tender)</i>
B-BBEE Status Level Verification Certificates	Form T2.2.3	
Preference points claim form in terms of the Preferential procurement regulations 2011 (90/10 version)	Form T2.3.4	

DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: *Failure to submit the applicable documents may result in the tender offer being disqualified from further consideration.*

Document Name	Reference	Confirmation of Document Included <i>(Tenderers may use this column to confirm documents have been completed and included in the tender)</i>
Form of offer and acceptance	Section C1.1	
Contract data (Part 2: Data provided by the Tenderer)	Section C1.2	
Activity Schedules / Schedule of Quantities	Section C2	
Record of addenda to tender documents	Form T2.3.3	
Form Concerning Fulfilment of the Construction Regulations, 2014 *	Form T2.3.18	
Compulsory enterprise questionnaire	Form T2.3.19	
Amendments and Qualifications by Tenderer	Form T2.3.20	
Declaration Certificate for Local Production and Content for Designated Sectors	Form T2.3.21	

FUNCTIONALITY EVALUATION SCHEDULES

Note: *Failure to submit the applicable documents or the data required will result in the tender offer receiving a zero or low score in the evaluation for functionality process.*

Document Name	Reference	Confirmation of Document Included (Tenderers may use this column to confirm documents have been completed and included in the tender)
Key Personnel Numbers	Form T2.3.10	
Evaluation Schedule of Key Staff: Experience and Curriculum Vitae	Form T2.3.11	
Schedule of Previous Work Carried out by Tenderer	Form T2.3.13	
Financial Ability to Execute the Project	Form T2.3.14	
Quality Control Procedure	Form T2.3.15	
Proposed Programme	Form T2.3.16	
Proposed Organization and Staffing	Form T2.3.17	



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02
TENDER: TSWASA HOUSING PROJECT

PART T2.2: RETURNABLE DOCUMENTS

T 2.2.1 Proposed Joint Venture Agreement

The Tenderer shall attach hereto a copy of the proposed Joint Venture Agreement (if applicable) and completed Enterprise Declaration forms for each of the contracting parties (if applicable).

If not a Joint Venture indicate as such on this page Joint Venture:

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

Refer to T2.3.1 (iv) "Certificate of authority for Joint Venture" and also insert information pertaining to the above.

T 2.2.2 Tax Clearance Certificate – NON-MANDATORY

Tax Clearance Certificate obtained from SARS to be inserted here.

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

SARS TAX STATUS PIN

2. No contract may be awarded to a person who has failed to submit an original SARS tax status pin from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or those suitable arrangements have been made with SARS."
3. The ST 5.1 form, Application for SARS tax status pin (in respect of tenders), must be **completed by the Tenderer in every detail and submitted to the Receiver of Revenue** where the Tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the Tenderer with a tax status pin that will be valid for 12 months from date of issue. **This Tax Status Pinn must be submitted in the original form with the tender that is before the closing time and date of the tender.**

Each party to a Consortium / Joint Venture / **Subcontractors** must provide a valid SARS Tax Status Pin.

Failure to submit an original and valid Tax Clearance Certificate will invalidate the tender.

T 2.2.3 Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates – NON MANDATORY

1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.
2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for BBBEE but should not be disqualified from the bidding process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for BBBEE.
3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.
4. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

Refer to T2.3.4 Preference points claim for in terms of Preferential Procurement Regulations 2022

T 2.2.4 Confirmation of Employment Equity Policy from the Department of Labour

The Tenderer must attach hereto a copy of the confirmation from the department of labour that their Employment Equity Policy has been submitted.

Employment Equity Act, 55 of 1998

“Employment Equity Plan: Section 20

- a. A designated employer must prepare and implement a plan to achieve employment equity, which must:
- have objectives for each year of the plan;
 - include affirmative action measures;
 - have numerical goals for achieving equitable representation;
 - have a timetable for each year;
 - have internal monitoring and evaluation procedures, including internal dispute resolution mechanisms; and
 - identify persons, including senior managers, to monitor and implement the plan”

T 2.2.5 Latest UIF Return

The Tenderer must attach hereto a copy of the latest Unemployment Insurance Fund return.

Unemployment Insurance Contributions Act, No. 4 of 2002

CHAPTER 2

Duty to contribute and recovery of contributions

5. Duty to contribute to Fund

- (1) Every employer and every employee to whom this Act applies must, on a monthly basis, contribute to the Unemployment Insurance Fund.
- (2) The contributions must be paid by the employer either to the Commissioner in terms of section 8 or to the Unemployment Insurance Commissioner in terms of section 9, whichever is applicable to the particular employer.”

T 2.2.6 Proof of Expenditure for Skills Development

The Tenderer must attach hereto proof of expenditure on skills development as required.

SKILLS DEVELOPMENT LEVIES ACT, 1999

1. Imposition of levy

- (1) Every Employer must pay a skills development levy

T 2.2.7 Form of Intent to Provide a Performance Guarantee

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

Refer to Form T 2.3.14 “Financial ability to execute the project” and also insert information pertaining to the above.

T 2.2.8 National Treasury Central Supplier Database (NTCSD) REPORT not older than one (1) month from closing date.

Important note to Tenderer: National Treasury Central Supplier Database (NTCSD) REPORT not older than one (1) month from closing date must be inserted under this heading.

T 2.2.9 COIDA Letter of Good Standing

The Tenderer must attach hereto a valid Letter of Good Standing issued by the Compensation Commissioner confirming that the Tenderer is in compliance with the Act.

Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993) as amended.



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

PART T2.3: RETURNABLE SCHEDULES



T 2.3.1 Certificate of Authority of Signatory

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

All signatories, including sole proprietors, shall confirm their authority by attaching to this page of this tender a duly signed and **dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be

(I) Certificate for Company

I,, chairperson of the Board of Directors of

....., hereby confirm that by resolution of the Board (copy attached) taken on 20, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for RFB/MW/XXXXXXXXXX and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.
 2.

Date:



(II) Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms, acting in the capacity of
, to sign all documents in connection with the
 Tender for Tender RFB/MW/XXXXXXXXXXXX and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*



(III) Certificate for Partnership

We, the undersigned, being the key partners in the business trading as,
, hereby authorize Mr/Ms,
 acting in the capacity of, to sign all documents in connection
 with the tender for Tender RFB/MW/XXXXXXXXXXXX and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the partnership as a whole.*



(IV) Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation
		Signature..... Name Designation

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business trading as

Signature of sole owner: **Date:**

As Witnesses:

1. **Date:**

2. **Date:**



T 2.3.2 Certificate of Attendance at Clarification Meeting

This is to certify that (*Tenderer*)
of (*address*)
..... was represented by the person(s) named
below at the compulsory meeting held for all Tenderers at (*location*)
..... on (*date*) starting at (*time*)

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the Site of the Works and its surroundings and / or matters incidental to doing the work specified in the Tender Documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender. I / We also acknowledge that I / we have examined the Site Data made available by the Employer (including borehole cores and related information).

Particulars of person(s) attending the meeting:

Name:Signature:

Capacity:

Name:Signature:

Capacity:

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

Name:Signature:

Capacity:Date and Time:



T 2.3.3 Record of Addenda to Tender Documents

We confirm that the following communications received from The Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signature: Date:

Name: Position:

Capacity:



T 2.3.4 Preference Points Claim Form In Terms of the Preferential Procurement Regulations 2011

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

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

1. GENERAL CONDITIONS

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

- 1.2
- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

DEFINITIONS

- 2.1 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad - Based Black Economic Empowerment Act;

- 2.3 **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2014 (Act No. 53 of 2014);
- 2.6 **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **"contract"** means the Agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **"EME"** means any enterprise with an annual total revenue of R5 million or less.
- 2.10 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the **Contractor** and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **"non-firm prices"** means all prices other than "firm" prices;
- 2.13 **"person"** includes a juristic person;
- 2.14 **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **"sub-contract"** means the primary **Contractor's** assigning, leasing, making out work to, or employing, another person to support such primary **Contractor** in the execution of part of a project in terms of the contract;
- 2.16 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. ADJUDICATION USING A POINT SYSTEM

- 3.1 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.





3. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{(Pt - Pmin)}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{(Pt - Pmin)}{Pmin} \right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING



- Will any portion of the contract be sub-contracted (**Tick applicable box**)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted?%
- ii) The name of the sub- contractor
- iii) The B-BBEE status level of the sub- contractor

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

(**Tick applicable box**)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

- DECLARATION WITH REGARD TO COMPANY/FIRM

- Name of company/firm:

7.1 VAT registration number:.....

7.2 Company registration number:.....

7.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company (Pty)Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....



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

8.6 COMPANY CLASSIFICATION

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

MUNICIPAL INFORMATION

8.7 Municipality where business is situated:

Registered Account Number:

Stand Number:.....

Total number of years the company/firm has been in business:.....



• DECLARATION WITH REGARD TO COMPANY/FIRM

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



T 2.3.5 Size of Enterprise

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

Physical facilities:

Provide information on offices, factories, yards, warehouses and workshops occupied by your enterprise (attach details if the space provided is not enough)

	Description	Address	Area (m ²)
1.			
2.			
3.			
4.			
5.			
6.			

Note: Please limit information to this page only. Do not attach any additional information.

Signed Date

Name Position



Tenderer



T 2.3.6 Schedule of Proposed Sub-Contractors

We notify you that it is our intention to employ the following Sub-Contractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Name and address of proposed Sub-Contractor	Nature and extent of work	Previous experience with Sub-Contractor

Signed Date

Name Position

Tenderer



T 2.3.7 Financial References

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

TENDERER'S TAX DETAILS

Tenderer's VAT vendor registration number:

Tenderer's SARS tax reference number:

DETAILS OF TENDERING ENTITY'S BANK

If the Tenderer is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Employer's Agent to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER		
Name of bank		Contact person	
Branch name			
Branch code			
Street address			
Postal address			
Telephone number ()		Fax number	
Account number			
Type of account, (i.e. cheque account)			



T 2.3.9 Current Workload

List your current contracts and obligations:

	Description	Value (R)	Start date	Duration	Expected completion date
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

Note : Please limit information to this page only. Do not attach any additional information

Do you have the capacity to supply the goods and services described in this tender, should the contract be awarded to you? **(Tick)**

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

Signed Date

Name Position

Tenderer



T 2.3.10 Key Personnel Numbers

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the number of personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS		
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY	UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY
Construction Manager, Project Managers			
Foremen, Quality Control and Safety Personnel			
Technicians, Surveyors, etc			
Artisans and other Skilled Workers			
Plant Operators			
Unskilled Workers			
Others:.....			

Signed Date

Name Position

Tenderer



T 2.3.11 Evaluation Schedule: Experience of Key Staff

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

A CV of the Contracts Manager, Site Agent and OHS Officer of not more than 2 pages should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Overview of post graduate / diploma experience (year, organization and position)
- 6 Outline of recent assignments / experience that has a bearing on the scope of work

Note: An individual may be nominated to serve as the team leader in more than one discipline and as the team leader and a discipline specific leader.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

Provide separate forms for each position listed in Form: Key Personnel



T 2.3.11 Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in Form: Key Personnel

Site Agent:

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
 Date



T 2.3.11 Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in Form: Key Personnel

Occupational Health Safety Officer:

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required Service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
 Date



T 2.3.12 Schedule of Plant and Equipment

The following are lists of major items of **relevant** equipment that the bidder presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

	Quantity	Description, size, capacity, etc.	Indicate if equipment is : owned, rented, will be rented will be bought
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Signed Date

Name Position

Tenderer





T 2.3.13 Schedule of Previous Work carried out by Tenderer

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work **over the last twelve years will be evaluated.**

These forms will be used in the Functionality Evaluation for the relevant experience of the company. Only projects listed in these forms will be considered for functionality points. Attachments will not be considered.

The information provided in the following Forms (Forms T 2.3.13. A-E) are works successfully executed by the Tenderer and is correct and verifiable:

NOTE:

The document only makes provision for a total of 5 projects for this Contract.

The Tenderer can add more projects for the relevant Contract as an Annexure to the Covering Letter of his Tender.

Signed Date

Name Position

Tenderer



FORM T2.3.13.A – Schedule of Previous SIMILAR Projects Carried Out by the Tenderer – Project 1

	DETAILS	DESCRIPTION
1.	Project Name:	
	Client:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Engineers:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Total Value of Project (Incl. VAT):	R _____
	Type of Project:	
	Project Completion Date:	Year / Month: _____
	Total Project Scope:	Brief description of entire project's scope of work:
	Tenderer's Value of Work (Incl. VAT):	R _____
	Tenderer's Scope of Work:	<input type="checkbox"/> Main Contractor <input type="checkbox"/> Sub- Contractor (tick which is relevant)
	Scope of Work, Please indicate if the following elements were included with a tick(✓) as well as provide the information requested within the (insert) section:	Bulk Water Infrastructure (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Water Reticulation (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Concrete/Steel works <input type="checkbox"/> Reinforcement <input type="checkbox"/>

FORM T2.3.13.B – Schedule of Previous SIMILAR Projects Carried Out by the Tenderer – Project 2

	DETAILS	DESCRIPTION
1.	Project Name:	
	Client:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Engineers:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Total Value of Project (Incl. VAT):	R _____
	Type of Project:	
	Project Completion Date:	Year / Month: _____
	Total Project Scope:	Brief description of entire project's scope of work:
	Tenderer's Value of Work (Incl. VAT):	R _____
	Tenderer's Scope of Work:	<input type="checkbox"/> Main Contractor <input type="checkbox"/> Sub- Contractor (tick which is relevant)
	Scope of Work, Please indicate if the following elements were included with a tick(✓) as well as provide the information requested within the (insert) section:	Bulk Water Infrastructure (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Water Reticulation (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Concrete/Steel works <input type="checkbox"/> Reinforcement <input type="checkbox"/>



FORM T2.3.13.C – Schedule of Previous SIMILAR Projects Carried Out by the Tenderer – Project 3

	DETAILS	DESCRIPTION
1.	Project Name:	
	Client:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Engineers:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Total Value of Project (Incl. VAT):	R _____
	Type of Project:	
	Project Completion Date:	Year / Month: _____
	Total Project Scope:	Brief description of entire project's scope of work:
	Tenderer's Value of Work (Incl. VAT):	R _____
	Tenderer's Scope of Work:	<input type="checkbox"/> Main Contractor <input type="checkbox"/> Sub- Contractor (tick which is relevant)
	Scope of Work, Please indicate if the following elements were included with a tick(✓) as well as provide the information requested within the (insert) section:	Bulk Water Infrastructure (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Water Reticulation (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Concrete/Steel works <input type="checkbox"/> Reinforcement <input type="checkbox"/>



FORM T2.3.13.D – Schedule of Previous SIMILAR Projects Carried Out by the Tenderer – Project 3

	DETAILS	DESCRIPTION
1.	Project Name:	
	Client:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Engineers:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Total Value of Project (Incl. VAT):	R _____
	Type of Project:	
	Project Completion Date:	Year / Month: _____
	Total Project Scope:	Brief description of entire project's scope of work:
	Tenderer's Value of Work (Incl. VAT):	R _____
	Tenderer's Scope of Work:	<input type="checkbox"/> Main Contractor <input type="checkbox"/> Sub- Contractor (tick which is relevant)
	Scope of Work, Please indicate if the following elements were included with a tick(✓) as well as provide the information requested within the (insert) section:	Bulk Water Infrastructure (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Water Reticulation (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Concrete/Steel works <input type="checkbox"/> Reinforcement <input type="checkbox"/>



FORM T2.3.13.E – Schedule of Previous SIMILAR Projects Carried Out by the Tenderer – Project 3

	DETAILS	DESCRIPTION
1.	Project Name:	
	Client:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Engineers:	
	- Contact Person:	
	- Contact Details:	Tel: _____ Fax: _____ Email: _____ Address: _____
	Total Value of Project (Incl. VAT):	R _____
	Type of Project:	
	Project Completion Date:	Year / Month: _____
	Total Project Scope:	Brief description of entire project's scope of work:
	Tenderer's Value of Work (Incl. VAT):	R _____
	Tenderer's Scope of Work:	<input type="checkbox"/> Main Contractor <input type="checkbox"/> Sub- Contractor (tick which is relevant)
	Scope of Work, Please indicate if the following elements were included with a tick(√) as well as provide the information requested within the (insert) section:	Bulk Water Infrastructure (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Water Reticulation (Main <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Concrete/Steel works <input type="checkbox"/> Reinforcement <input type="checkbox"/>



T 2.3.14 Financial Ability to Execute the Project

In terms of Clause F2.18.1 of the Conditions of Tender, the Employer may make inquiries to obtain a bank rating from the Tenderer's bank.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion. However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for the project.

Provide details on the surety provided if the tender is awarded to your company/firm.

AMOUNT: (See Section C 1.3 Contract Data Clause 6 for required amount expressed as a percentage (%) of Contract price)

Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):
- Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):

- Cash

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

Month No	Amount (VAT included)			
	a Expected Certificate Value (Value of Work done)	b Expense Payments made (Labour, materials, etc)	a – b Net cash flow	Cumulative cash flow
1			d	d1=d
2			e	e1=e+d1
3			f	f1=f+e1
4			g	g1=g+f1



5			h	$h_1=h+g_1$
6			Etc.	Etc
7				
8				
9				

Failure to provide either to complete this form or the required bank details in Form T 2.3.7 with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.



I / We agree, if required, to furnish a copy of the latest audited set of financial statements together with my / our Director's and Auditors' report for consideration by the Employer.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

Signed Date
Name Position
Tenderer

T 2.3.15 Quality Control Procedures

Evaluation Schedule:

The quality control practices and procedures which ensure compliance with stated employer's requirements will be evaluated.

Tenderer should very briefly outline all the procedures in relation to the project and attach this to this schedule.

I, the undersigned, who warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date
Name Position
Tenderer



T 2.3.16 Proposed Programme & Number of Personnel

Refer to the project specifications C3.5.1.3 "Planning and programming" for the programme requirements.

Tenderers are required to provide a detailed project plan listing all the activities and sub activities related to the scope of work. This must be represented in a Gantt Chart (preferably MS project) clearly indicating an indicative commencement date as well as completion date that is in line with the **Clients** expected duration. Duration of activities must be realistic to the scope of work. Those activities that are inter-dependant must be properly reflected. Tenderers are encouraged to provide as much relevant detail as possible to reflect their knowledge and expertise with regards to the scope. It is also important to reflect clearly the resources that are to be used.

T 2.3.17 Evaluation Schedule: Proposed Organisation and staffing

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

I, the undersigned, who warrants that I am duly authorised to do so on behalf of the enterprise, and confirm that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Tenderer

T 2.3.18 Form Concerning Fulfilment of the Construction Regulations, 2014

In terms of Clause 4(4) of the Occupational Health and Safety Act, Act no 85 of 1993 (OHSA) Construction Regulations 2014 (referred to as "the Regulations" hereafter), a **Contractor** may only be appointed to perform construction work if the Employer is satisfied that the **Contractor** has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA Construction Regulations 2014.

To that effect a person duly authorized by the Tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I, the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures



envisaged in the OHS&A Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.



(Tables to be completed by Tenderer)

TABLE 1: COST OF SAFETY PERSONNEL

PERSONNEL	COSTS ALLOWED IN TENDER	NOMINATED PERSON/S
Construction Supervisor		
Construction Safety Officer		
Health and Safety Representatives		
PERSONNEL	COSTS ALLOWED IN TENDER	NOMINATED PERSON/S
Health and Safety Committee		

TABLE 2: COST OF SAFETY EQUIPMENT

EQUIPMENT	STATE YES or NO	COST ALLOWED FOR IN TENDER
Hard hats		
Safety boots		
Harnesses		
Gas detectors		
Add items as per risk assessment:		



4. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
5. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act and Regulations 2014 will be provided on site and will at all times be available for inspection by the **Contractor's** personnel, the Employer's personnel, the Employer's Agent and his Agents, visitors, and officials and inspectors of the Department of Labour.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the **Contractor's** part to comply with the provisions of the Act and the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act and Regulations 2014, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

Signed Date

Name Position

Tenderer



T2.3.19 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

- | | |
|---|---|
| a member of any municipal Client's | an employee of any provincial department, national or |
| a member of any provincial legislature | provincial public entity or constitutional institution within the |
| a member of the National Assembly or the National | meaning of the Public Finance Management Act, 1999 (Act 1 |
| Client's of Province | of 1999) |
| a member of the board of directors of any municipal | a member of an accounting authority of any national or |
| entity | provincial public entity |
| an official of any municipality or municipal entity | an employee of Parliament or a provincial legislature |

If any of the above boxes are marked, disclose the following:

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

*insert separate page if necessary





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

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

- | | |
|---|---|
| a member of any municipal Client's | an employee of any provincial department, national or |
| a member of any provincial legislature | provincial public entity or constitutional institution within the |
| a member of the National Assembly or the National Client's of Province | meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of the board of directors of any municipal entity | a member of an accounting authority of any national or provincial public entity |
| an official of any municipality or municipal entity | an employee of Parliament or a provincial legislature |

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

*insert separate page if necessary

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

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

Signed Date

Name Position



Tenderer



T 2.3.20 Amendments and Qualifications by Tenderer

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

PAGE	DESCRIPTION

Signed Date

Name Position

Tenderer

T 2.3.21 Declaration Certificate for Local Production and Content for Designated Sectors

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

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

1. General Conditions

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

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

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

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

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

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contractor”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Valves	Local Content %
50mm Air Valve, Class 16 RBX Double Orifice AV with Anti Shock Mechanism	70%
80mm Wedge Gate Valve, Class 25, with Hand wheel (SANS 664)	70%
150mm Resilient Seal Gate Valve, Class 16 (SANS 664)	70%
Steel Pipes	
50mm Steel Pipe (SANS 62 Heavy Duty)	80%
100mm Steel Pipe (SANS 719)	80%
uPVC pipes	
75 - 110mm uPVC pipe class 12	80%
75 – 110mm uPVC pipe class 16	80%

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

(Tick applicable box)

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



4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

5.1. If yes, provide the following particulars:

(a) Full name of auditor:

(b) Practice number:

(c) Telephone and cell number:

(d) Email address:

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

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



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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB!

1) The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2) Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of (name of bidder entity), the following:

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.



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

SIGNATURE.....

DATE:.....

WITNESS No. 1

DATE:.....

WITNESS No. 2

DATE:.....



T2.3.21 Declaration Certificate for Local Production and Content for Designated Sectors
(Continued.....)

In terms of Paragraph 3 above, Tenderers must complete a separate Annexure C for each Designated Sector.

Completed Annexures must be appended to this page.



T 2.3.22 Technical Data Sheets

The attached Technical Data Sheets must be completed in full. The Technical Data Sheets will be used in the evaluation of functionality and will be included in the contract document.

The information provided in the Technical Data Sheets by the Tenderer is complete and correct.

Tenderers should take note and adhere to the following:

The Returnable Technical Data Sheets have been included and divided in the following manner:

- Generic: These Returnable Technical Data Sheets cover all five Contracts and should be filled in by the Tenderer at all times.
- Specific: These Returnable Technical Data Sheets cover only one of the Contracts and should only be filled in by the Tenderer as is relevant to the specific Contracts. These Specific Returnable Technical Data Sheets will have a clear reference to the relevant Contract.

Signed Date

Name Position

Tenderer



T 2.3.23



SBD 4

MAGALIES WATER

BIDDER'S DISCLOSURE

3. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

4. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

1.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

³ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

3.3.1 If so, furnish particulars:

.....
.....

4 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidd



T 2.3.24



SBD 6.1

SBD 6.1

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

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

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

6. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

6.20.1 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- c) The applicable preference point system for this tender is the 80/20 preference point system.
- d) Either the 90/10 or 80/20 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.

6.30.1 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (c) Price; and
- (d) Specific Goals.

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

	POINTS
PRICE	80
SPECIAL GOALS	20
Total points for Price and B-BBEE must not exceed	100

- 6.50.1 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.
- 6.60.1 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.

7. DEFINITIONS

- (f) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (g) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (h) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (i) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (j) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

8. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

9. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{min} = Price of lowest acceptable bid

9.20.1 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

9.30.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10}
 \end{array}$$

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

10. POINTS AWARDED FOR SPECIFIC GOALS

10.10.1 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:

10.20.1 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

10.2.1 an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

10.2.2 any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Application of preference point system for Quotation & Tender procurement of below 50million.

Specific goal	Number of points (80/20 system)	Means of verification
Black people ownership equity	5	Central Supplier Database (CSD) report
Women equity	3	Central Supplier Database (CSD) report
Youth equity	2	Central Supplier Database (CSD) report
Disability	2	Medical certificate or (CSD)
Promotion of small businesses Medium- 2 Points Small- 3 Points Micro- 4 Points Other- 0 Points	4	Signed Financial Statements for transactions above R500 000.00
Locality Within 100km radius of where goods/service is required	3	Proof of address (tribal authority letter/ Lease agreement accompanied by municipal rates invoice/statement)
Military Veterans (MVA)	1	MVA force number/CSD
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

10.30.1 Name of company/firm:.....

10.40.1 Company registration number:.....

10.50.1 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]

10.60.1 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 2, the contractor may be required to furnish documentary proof to



the satisfaction of the purchaser that the claims are correct;

viii) If the specific goals has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (f) disqualify the person from the bidding process;
- (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (h) 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;
- (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (j) forward the matter for criminal prosecution.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

PART C1: AGREEMENT AND CONTRACT DATA



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **TSWASA HOUSING PROJECT – CONTRACT NO: RFB/MW/ES-07/2026-27/02**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Tenderer becomes the party named as the **Contractor** in the Conditions of Contract identified in the Contract Data.

Signature(s):

Date:

Name(s):

Capacity:

For the Tenderer:
(insert name and address of organisation)

Name and signature of witness: Date:

Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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

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

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

Signature(s): Date:

Name(s): Capacity:

For the Employer:
(insert name and address of organisation)

Name and signature of witness: Date:

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as foresaid become the subject of Agreements reached during the process of, offer and acceptance, the outcome of such an 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 Agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Date

Name(s)

Capacity

Name

Address of Organisation

.....

.....

Witness

Name(s)

Signature

Date

For the Employer:

Signature(s)

Date

Name(s)

Capacity

Name

Address of Organisation

.....

.....

Witness

Name(s)

Signature

Date

CONFIRMATION OF RECEIPT

The Tenderer, (now **Contractor**), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day) of(month) 2021 at (place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness

.....
Signature

.....
Name



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

C1.2 CONTRACT DATA

CONTENTS

C.1.2.1	Part 1: Data provided by the Employer
C.1.2.1.1	Conditions of Contract
C.1.2.1.2	Contract-specific Data
C.1.2.1.2.1	Compulsory Data
C.1.2.1.2.2	Additional Clauses to the General Conditions of Contract
C.1.2.2	Part 2: Data provided by the Contractor
C.1.2.3	Part 3: Corrigenda to EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017” by SAICE
C.1.2.4	Part 4: Corrigenda to EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017” by Employer

C.1.2.1 Part 1: Data provided by the Employer

C.1.2.1.1 Conditions of Contract

PREAMBLE:

This Engineering Procurement Construction (“EPC”) template has been created for the purpose of providing a standardized document to be used in the sourcing of the Turnkey Contractor (s) for the execution of the infrastructure deliver sourcing model namely: Integrated Execution Programme;

Magalies Water as the Employer uses a Red and Yellow Book as their conditions of contracts for infrastructure projects, however for the implementation of the Integrated Execution, the contracting strategy has changed as influenced by the complexity and the size of projects to be executed.

The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (“Silver book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the “Particular Conditions” will be applicable and shall be used.

The Employer shall appoint a single contractor (meaning on contractor, a joint venture, or consortium) a turnkey contract, where an employer hands full responsibility over to the contractor for all design, engineering, and construction. This approach expects the employer to “wait for the keys” and to have little day-to-day management of the project as work progresses.

Now therefore, it is recorded as that the following approach to the procurement of Works has been adopted and should be recorded therein

- (i) where the Contractor is to take total responsibility for the design and execution of building or engineering works,

NB PART 2 –

Joint Ventures / Consortiums:

- a. Bidder shall be a firm that is a private entity or a company or any combination of such entities in the form of a Joint Venture / Consortiums or a similar entity. In this case, a signed Joint Venture agreement or a letter of intent must be submitted as part of the returnable documents.
- b. Bidders who submit as a combined entity must ensure that they incorporate a Joint Venture upon award to ensure that the contract is executed by an entity with a legal *persona* (*Please see conditions precedents below*). There is no limit on the number of members in a JV.
- c. During the bidding process, the employer will accept unincorporated entities in the form of JV and Consortiums. However, signed agreements or a letter of intent must be submitted with the bid.
- d. In the case of a Joint Venture or Consortiums or similar entity, all members/partners shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms.
- e. The member/partners shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the Joint Venture or Consortium or similar entity during the Bidding process.

CONDITIONS PRECEDENTS

It is the employers’ requirements that, in the event the Joint Venture, Consortium or similar entity is awarded the Contract, it shall within 30 days from the date of issuance of the letter of award, submit the following:

- a. In case of entities which only submitted letters of intent, bidders must submit signed agreements;
- b. Bidders must further submit proof of incorporation of the entity confirming incorporation either as Joint Venture, Consortium or similar entity.

Failure to incorporate shall forthwith render the appointment and or award null and void and Magalies Water shall terminate the agreement with immediate effect.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

General Conditions (GC)

This Section refers to the “General Conditions” which form part of the “Conditions of Contract for EPC/Turnkey Projects (‘Silver book’) ‘Second Edition 2017’ published by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC). **The text of the certain identified clauses of these General Conditions shall be modified to align with business operations of the Employer.**

The appointed Contractor must obtain an original copy of the above FIDIC “*Conditions of the Contract for EPC/Turnkey Projects*”.

Particular Conditions (PC)

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

C.1.2.1.2 Contract-specific Data

The following contract-specific data, referring to the General Conditions of Contract, are applicable to this Contract:

C.1.2.1.2.1 Compulsory Data:

Conditions	Sub-Clause	Data
<i>1.1 Definitions</i>		
Contract Agreement	1.1.8	Delete the whole contents and replace with: means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Employer's Requirements, the Schedules, the Contractor's Proposal, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
Insert new Clause.	1.1.8 (a)	"Contractor's Proposal" means the document entitled Proposal, which the Contractor submitted with the Letter of Tender, as included in the Contract. Such document may include the Contractor's preliminary design.
Employer	1.1.27	Delete the whole contents and replace with: "Employer" means Magalies Water which is a body corporate established in terms of Section 83 of the Water Services Act 107 of 1997. Notwithstanding that Magalies Water is the Employer. <u>Notwithstanding that Magalies Water is the Employer Magalies Water shall delegate and name a person who shall be referred to as the Employer within 42 days after acceptance of the award.</u>
Employer's Representative	1.1.30	<u>To delete the words" the person named by the Employer in the Contract Data and replace with "The name is of the Employer's Representative shall be made known to the Contract within 14 days of accepting the award.</u> <u>OR Magalies Water officially appointed personnel's, who shall be appointed as and when needed.</u>
JV Undertaking	1.1.40	To substitute the definition with: means a Letter of Intention to incorporate a company within 30 days after award. The intention to incorporate must be signed in terms of the delegated authority / passed resolution.
Site	1.1.67	[Describe any other places as forming part of the Site]
Time for Completion	1.1.76	To add the following words: 'the time for completion of the whole of the Works and the time for completion of sections, if applicable'. Time for completion shall be as per the officially approved project programme, by the Employers Representative.
Works	1.1.79	To insert the following: means all design, engineering, procurement, construction, erection, installation, testing <i>commissioning, put into operation</i> , training, and activities and services necessary for a complete and operable Asset/ Facility as per the terms of this Agreement or as implied by the Agreement, and includes all activities and services which (although not mentioned in the Contract) are necessary for stability or for the completion, or safe and proper operation, of the Works.

Add the following clause: Milestones	1.1.81	<i>Milestone are control points in the project that help to chart progress. They are used as signal posts for a project's start or end date. Milestones may correspond to the completion of a key deliverable, allowing the next phase of the work to begin.</i>
Add the following definition: Cession	1.1.82	<i>Shall mean a bilateral juristic act whereby rights and/ obligations are being transferred from the cedent (the person transferring the rights) in favour of the Cessionary (the one who</i>

Conditions	Sub-Clause	Data
		<i>accepts transfer of personal rights and becomes the holder of that rights and the corresponding obligation(s)</i>

1.3 Notices and Other Communications

Electronic transmission system	1.3 (a)(ii)	<i>Accepted electronic system by Employer, include email, electronic document may be shared through electronic storage devices viz. Flash Drives (USB)</i>
Address of Employer for communications	1.3 (d)	<i>The physical address is noted, but since communication is done electronically it should therefore be directed to the electronic address provided by the engineer officially, through employer's notices.</i>
Address of Employer's Representative for communications	1.3 (d)	<i>To be given one the Employer's Representative is named or appointed.</i>
Address of Contractor for communications	1.3 (d)	<i>The electronic address too should be communicated through official communication from official appointment contractor personnel.</i>

1.4 Law and Language

Governing Law	1.4	<i>At the end of the following paragraph "The Contract shall be governed by the law of the country (or other jurisdiction) stated in the Contract Data (if not stated, the law of the Country), excluding any conflict of law rules." add The Contractor shall also at all times conform in all respects with the provisions of any Act of Parliament, Regulations, Bye-law of any Local or any other Statutory Authority or other Enactment having the force of law which may be applicable to the performance of its obligations under the Contract and shall indemnify, and keep indemnified the Employer, against damages that it may suffer as a result of any breach by the Contractor, its agents or employees, including any hired labour, of any such Act, Regulation, Bye-law or other Enactment and including all legal costs on the attorney and client scale which may be payable as a result of any claims or proceedings in respect of the Contract."</i>
Ruling language	1.4	<i>English</i>
Language for communications	1.4	<i>English</i>

1.6 Contract Agreement

Time for the Parties to sign a Contract Agreement	1.6	<i>48 days after receipt of letter of acceptance</i>
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1.8 Care and Supply of Documents

Number of additional paper copies of Contractor's Documents	1.8	One original document.
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1.14 Limitations of liability

Total liability of the Contractor to the Employer under or in connection with the Contract	1.14	Shall not exceed the contract value/price.
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2.1 Right of Access to the Site

Time for access to the Site	2.1	<p><i>To delete the clause and replace with:</i></p> <p><i>the right of access to and possession of all parts of the Site shall be given by "No later than the 42 days after Commencement Date"</i></p> <p><i>The contractor must meet all the site access requirements before being granted site access, these include permits, safety files, securities, insurances, approval by engineer of completion date (programme). Employer has no reason not</i></p>
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Conditions	Sub-Clause	Data
		<p><i>granting site access except during construction such as plant shutdowns etc.</i></p> <p><i>[If it is not practical or feasible to give the right of access to and possession of all parts of the Site by the Commencement Date as per, Sub-Clause 2.1:</i></p> <p><i>The Employer shall give right of access within reasonable time as may be required to enable the Contractor to proceed in accordance with the Program or, if there is no Program at that time, the initial program submitted under Sub-Clause 8.3 [Program"]</i></p> <p><i>In the instances where the Employer is aware of any reason(s) that may potentially delay the issuing of site on time as required, the Employer shall notify the Contractor within reasonable time before the actual date of expected Site Access Date. Upon receiving this notice, the contractor shall not be entitled to any delay damages"</i></p>

Employers Administration

Employer's Representative	3.1	<p>The words "full authority" in paragraph 2 of the clause is deleted and replaced by:</p> <p>"The authority vested in the Employer's Representative expressly excludes the authority to issue variations of the Works as provided for in Sub-Clause 13.1 [Right to Vary]."</p>
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Engineer's Duties and Authority	3.1(b)(ii)	Variations resulting in an increase of the Accepted Contract Amount more than_20% shall require approval of the Employer.
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	4.2	Performance Security
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Contractors Obligation(s)	4.2.1	<ul style="list-style-type: none"> In the second paragraph of this Sub-Clause to add the following word". <p>"The Contractor shall deliver the performance security/ guarantee in the form of a <i>"demand guarantee" or "performance bond" issued by a reputable financial Services Provider, who is registered with FSCA</i>".</p> <p>"The Contractor shall ensure that the performance guarantee shall remain valid and enforceable until the Issuance of the Completion or Takeover certificate has been issued and the works have been certified to have been completed".</p> <p>"The Guarantor hereby unconditionally and irrevocably guarantees to pay the Employer from time to time any or all monies due and owing to the Employer from the Contractor under the Agreement arising out of the default or non-performance by Contractor of its obligations thereunder, of which the Employer shall be the sole judge, provided that the liability thereto shall not exceed the sum equivalent to <i>10% of the contract value/ Amount</i>".</p>
	4.2.1.1	

Conditions	Sub-Clause	Data
		<p>"Should the Contractor fail to provide the said security within the specified time the Employer, in his sole discretion, shall either:-</p> <p>(a) Withhold payment from the Contractor until the amount withheld is equivalent the required 10% value of Accepted Contract Amount, or</p> <p>(b) Proceed to terminate the contract forthwith.</p>
4.4 Sub contractors		
Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	4.4(a)	30%
<i>Parts of the Works for which subcontracting is not permitted</i>	4.4(b)	None
4.19 Temp rary Utilities		
Period of payment for temporary utilities	4.19	<i>As per general payment terms (As per Preliminary and General, that are fixed, and time based)</i>

4.20 Progress Reports		
Number of additional paper copies of progress reports	4.20	<i>One paper copy for the Engineer</i>
5.1 General Design Obligations		
General Design Obligations	5.1	(a) insert at the end of the sentence the following: “they shall be registered with the Engineering Council of South Africa in their respective area of expertise and disciplines. (b) Substitute the Clause with “comply with the Design Procedures and Processes as stated in the Employer’s Requirements; and
Design Obligations <i>conti</i>	5.1	The paragraph of the subsection starting with the following word: However, the Employer shall be responsible for the correctness...amend the aforesaid by adding sub-paragraph (e). (e) Instance where outline technical information has been provided the Contractor shall use such information as Employer’s requirement.
5.4 Contractor’s Undertaking		
Contractor’s Undertaking	5.3	Insert sub-graph (c): the works meet the performance criteria for testing. (c) (d) <i>provide risk management through early warning process, through notifying the Employer of risks in reasonable time before they occur.</i>
5.5 Training		
Training	5.5	Delete the Clause in its entirety and replace same with the following new Clause(s): 5.5.1 The Contractor shall carry out the training of Employee’s of the Employer in the operation and maintenance of the Works, and any other aspect of the Works to the extent specified in the Employer’s Requirements. 5.5.2
Conditions	Sub-Clause	Data
		If the Contract specifies training which is to be carried out before taking-over, the Works shall not be FIDIC Particular Conditions of Contract 14 considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until this training has been completed.
5.6 As-Built Records		

As - Built Records	5.6	To add the following at the end of the paragraph: "The Contractor shall obtain the consent of the Engineer as to their size, the referencing system, and other relevant details. Prior to the issue of any Taking-Over Certificate, the Contractor shall supply to the Engineer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until the Engineer has received these documents".
6.5 Working hours		
Normal working hours	6.5	
8.1		
Commencement of Works	8.1	Insert the words "design and" before the word "execution" (Third paragraph)
8.3 Programme		
Number of additional paper copies of program:	8.3	as will be determined by the Engineer
8.8 Delay Damages		
Maximum amount of Delay Damages	8.8	<i>Not exceeding 10%</i> of the Accepted Contract Amount, less provisional sum.
13.4 Provisional Sums		
Percentage rate to be applied to Provisional Sums for overhead charges and profit	13.4(b)(ii)	10 %
14.2 Advance Payment		
Total Advance Payment	14.2	<i>Advance payment does not apply.</i>
Period of payment of Advance Payment to the Contractor	14.2.2	<i>Advance payment does not apply.</i>
Repayment of Advance Payment	14.2.3	<i>Advance payment does not apply.</i>
14.3 Application for Interim Payment		
Conditions	Sub-Clause	Data

Application for Interim Payment:	14.3	The Clause is amended by deleting of the words “ <i>end of the period of payment</i> ” in the first sentence of the Clause and replace the words with “25th day of each month.” And by Addition of the following wording at the end of the SubClause: “In the event that the Contractor fails to submit a Statement by end of business day on the 25th day of the month. The submission shall be regarded as late submission and any late submission will only be evaluated in the following month.” <i>Magalies Water shall endeavour to make payment within 30 days from date of monthly statement, date of the aforesaid monthly statement should reflect the last day of the month wherein the services being invoiced were rendered.</i> The rest of the Sub-Clauses will remain unchanged.
Number of additional paper copies of Statements	14.3(b)	
Percentage of retention	14.3(iii)	<ul style="list-style-type: none"> To the extent to which monies are to be retained by the Employer. A maximum 10% of the contract value or amount shall be retained and a portion of the retention money (5%) will be released on achieving practical completion / issuance of Takeover certificate. and the balance (2.5%) shall be payable after the relevant defect's notification period has expired.
Limit of Retention Money (as a percentage of Accepted Contract Amount)	14.3(iii)	10%

14.5 Plant and Materials intended for the Works

Plant and Materials	14.5(b)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when shipped <i>Package/ Project specific [list]</i> .
	14.5(c)(i)	If Sub-Clause 14.5 applies: Plant and Materials for payment when delivered to the Site: <i>Applicable to all Material on Site (MOS), subject to approval by Engineer [list]</i> .

14.7: Payment

Minimum amount of interim payment	14.7 (a)	To be deleted. Advance payments are not applicable.

14.7 Payment: To add the following words

Any payment due and payable to the contractor shall be made in accordance with Clause 14.3 above.

14.8 Delay and Payment

Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a))	14.8	Delete
---	------	--------

14.9 Release of Retention Money

Conditions	Sub-Clause	Data
Release of Retention Money	14.9	<p>Deletion of the Sub-Clause and substitute with the following: The retention amount to be deducted from the submitted payment certificate shall be 10%, and shall be released as follows:</p> <ul style="list-style-type: none"> • <i>The two and half percent (5%) cash retention shall remain be released at the issuance of the takeover certificate.</i> • <i>The remaining two and a half percent (5%) retention of money shall be released after the expiry date of the defect's notification period.</i> <p>In the first paragraph, add after the words "issued for the Works," the following words: "the Works have passed all specified tests (including the Tests after Completion, if any)"</p>

17.2 Liability for Care of the Works

Forces of nature, the risks of which are allocated to the Contractor	17.2(d)	<p>Force Majeure Event: <i>"If either party is prevented from performing any of its obligations in terms of this contract as a result of any event beyond its control including war, riots, earthquakes, hurricanes and or encroachments it shall not be liable for any failure to perform its obligations while such event persists and either party shall have the right to terminate the contract if the event persists for a period in excess of 30 days."</i> <i>upon invoking force majeure at the time of its occurrence, the contract is suspended for the duration of the force majeure event with a commensurate extension of the delivery schedule.</i></p>
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Sub-Clause 17.5: Indemnities

fourth paragraph add: construction or execution of the Works, (ii) the use of the Contractor's Equipment, or (iii) the proper use of the Works.

Insurance: Clause 19:
19.1 General Requirements

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21 Disputes and Arbitration

The Employer shall establish a panel of independent adjudicators and Arbitrators to deal with the dispute avoidance and determinations as provided for in clause 3.5 and other related matters. The clauses dealing with Disputes and Arbitration will be amended, customized and a harmonised Edition will be issued as an Appendix to this Contract.

		Cession And Assignment
Conditions	Sub-Clause	Data
imitation of Cession	New Clause	<p>CESSION AND ASSIGNMENT. <i>Assignments of contracts:</i> (a) <i>In line with National Treasury PFMA SCM INSTRUCTION NO. 8 OF 2022/2023 the assignment of contract is prohibited.</i> (b) <i>The appointed bidder shall not <u>assign</u>, <u>abandon</u> or <u>transfer</u> any of its <u>rights and/or obligations</u> in <u>terms of this Agreement</u> (whether in part or in whole) or <u>delegate</u> any of its obligations in terms of this Agreement.</i> (c) <i>National Treasury avers that action of assigning one's rights and obligations to another party is contrary to the prescript of section 217 of the Constitution.</i></p> <p><i>Cession Agreement:</i> (a) <i>As per the Instruction Note 8 of 2022/2023 Cession of rights is only permissible wherein, the service provider cedes (transfer) its right to be paid for the services it rendered in terms of the contract to a third party.</i></p> <p><i>The Cession of right to be paid for services rendered is permissible on condition that the supplier is ceding to a Financial Services Provider (FSP) or a State Institution.</i></p>

C.1.2.2 Part 2: Data provided by the Contractor

The *General Conditions of Contract*, as specified in Part 1, shall be used as a basis for this Data which is required to be completed.

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

Clause	Data
1.1.1.9	The Name of the Contractor is:
1.2.1.2	The address of the Contractor is: Physical address: Postal address:
	e-mail address: Contact numbers: Corporate: Direct: Mobile: Fax:

Clause	Data												
6.2.1	<p>The security to be provided by the Contractor shall be:</p> <table border="1"> <thead> <tr> <th>Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)</th> <th>Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.</td> <td></td> </tr> </tbody> </table>	Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)	Indicate "Yes" or "No"	Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.									
Type of security (with Value Added Tax excluded from the Contract Sum and from the value of the Works for calculating the percentages)	Indicate "Yes" or "No"												
Performance guarantee of 10% of the Contract Sum plus retention of 10% of the value of the Works.													
6.8.3	<p>The variation in cost of special materials is</p> <table border="1"> <thead> <tr> <th>Type of special material</th> <th>Unit</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Type of special material	Unit	Rate									
Type of special material	Unit	Rate											

C.1.2.3 Part 3: Corrigenda to EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017 by SAICE

All updates, errata or other amendments to EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017” published by SAICE prior to the Base Month of this Contract shall be deemed to form part of EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017”.

C.1.2.4 Part 4: Corrigenda to EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017” by the Employer

The items in this Part 4 shall be deemed to be supplementary corrigenda by the Employer to the EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017”, and shall be deemed to form part of EPC/TURNKEY PROJECTS (“SILVER BOOK”) “SECOND EDITION 2017”. In the event of conflict between any item in this Part 4 and an item in the above Part 3, the relevant item in Part 3 shall take precedence



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

C1.3 : FORMS OF SECURITY

PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER

C1.3.1 PERFORMANCE GUARANTEE

PRO FORMA

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

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means: Magalies Water

“Contractor” means:

“Employer’s Agent” means: TBA

“Works” means: RFB/MW/ES-07/2026-27/02: TSWASA HOUSING PROJECT

“Site” means: Site.

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee (Indicate Variable or Fixed):

“Expiry Date” means: Date of issue of the Certificate of Completion of the Works

CONTRACT DETAILS

The Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employer's Agent of the Certificate of Completion of the Works. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the **Contractor** stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar day, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the **Contractor** stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 The Contract has been terminated due to the **Contractor's** default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 A provisional or final sequestration or liquidation court order has been granted against the **Contractor** and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the **Contractor** in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

- 13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.3.2 DISCLOSURE STATEMENT

PRO FORMA

Date:

Contract:

Contractor:

Employer: **Magalies Water**

Employer's Agent: **TBA**

Dear Sirs,

I am willing and available to serve as *ad-hoc* Adjudication Board Member in the above mentioned Contract.

In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- 5. I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- 6. I have had no previous involvement with this project.
- 7. I do not have any financial interest in this project.
- 8. I am not currently employed by the Contractor, Employer or Employer's Agent.
- 9. I do not have any financial connections with the Contractor, Employer or Employer's Agent.
- 10. I do not have or have not had a personal relationship with any authoritative member of the Contractor, Employer or the Employer's Agent which could affect my impartiality.
- 11. I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

Should there be any deviation from the foregoing statements, details shall be given.

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full:

Signature:

C1.3.3 ADJUDICATION BOARD MEMBER AGREEMENT

PRO FORMA

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, e-mail address, fax number, telephone number and mobile number)*.

The **Contractor** and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the **Contractor**, Employer and Employer's Agent for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent traveling:
 - a. A monthly retainer of *(amount)* for *(number)* of months, and/or
 - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
 - c. A hourly fee of *(amount)*, and/or
 - d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the (**Contractor/Employer***) shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amount so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3 % points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature:

Contractor's name:

Place:

Date:

Employer's signature:

Employer's name:

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

**Delete the inapplicable party*

C1.3.4 DECLARATION OF INSURANCES

I/We hereby declare that the insurance policies enumerated below have been effected by me/us in accordance with the Contract Data.

Cover effected	Clause	Insurer	Policy	Expiry date
Construction Plant				
Provisions of the COIDA Act				
Common Law Liability				
Motor Vehicle Liability				
Other deemed necessary				
Professional Indemnity	as applicable			

Copies of the abovementioned policies are attached

NOTE: In respect of COIDA, a copy of the current receipt and letter of good standing is attached

For and on behalf of the **Contractor**:

Official Capacity:

Date :

NOTE : This schedule shall be completed and submitted to Magalies Water within 14 days from the Commencement Date of the contract and will serve as a condition precedent. The **Contractor** shall ensure that all policies are in place for the full period under contract, and were policies need to be renewed and or any changes effected, Magalies Water is to be provided with the renewal confirmation and/or details of changes within 14 days of such renewal or changes.

C1.3.5 OHS ACT AGREEMENT

WHEREAS MAGALIES WATER UNDER CONTRACT RFB/MW/ES-07/2026-27/02 CALLED FOR TSWASA HOUSING PROJECT

.....
AND WHEREAS THE **CONTRACTOR**

HAS AGREED TO REGULATE AS PROVIDED FOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993, ("THE ACT") PROCEDURES AND ARRANGEMENTS AS REQUIRED BY THE ACT FOR THE EXECUTION OF THE WORK:

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1 The **Contractor** warrants that all his and his Sub-**Contractors**' workmen are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, which cover shall remain in force whilst any such workmen is present on Magalies Water premises.
- 2 The **Contractor** undertakes to ensure that he and/or his Sub-**Contractors** and/or their respective employees will at all times comply with all the requirements of the Act and without derogating from this general undertaking, also comply with the following conditions:
 - 2.1 All work performed on Magalies Water premises must be performed under the close supervision of the **Contractor's** employees who are trained to understand the hazards associated with any work that the **Contractor** performs on the stated premises.
 - 2.2 The **Contractor** shall assume the responsibility in terms of Section 16(1) of the Act. If the **Contractor** delegates any duty in terms of Section 16(2), a copy of such written delegation shall immediately be forwarded to Magalies Water.
 - 2.3 The **Contractor** shall ensure that he familiarizes himself with all the requirements of the act, and that he, his employees and any Sub-**Contractor** comply with them.
 - 2.4 The **Contractor** shall appoint competent employees who shall be trained on any occupational health and safety aspect pertinent to them or to the work that is to be performed.
 - 2.5 Discipline regarding occupational health and safety shall be strictly enforced.
 - 2.6 Personal protective equipment shall be issued as required and worn at all material times.
 - 2.7 Safe work practices shall be enforced and all employees shall be made conversant with the contents of these practices.
 - 2.8 No unsafe equipment/machinery and/or articles shall be used on the site.
 - 2.9 All incidents referred to in Section 24 of the Act shall be reported by the **Contractor** to the Department of Labour as well as to Magalies Water. Magalies Water shall further be provided with copies of any written documentation relating to any incident.
 - 2.10 Magalies Water hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Act into any incident involving a **Contractor** and/or his employees and/or his Sub **Contractor**.
 - 2.11 No use shall be made of any Magalies Water machinery/article/substance/personal protective equipment without written approval.
 - 2.12 Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
 - 2.13 No alcohol or other intoxicating substance shall be allowed on the site. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the site.

2.14 Full participation shall be given if and when Magalies Water employees inquire into Occupational Health and Safety issues.

2.15 The **Contractor** expressly agrees to comply with the procedures and arrangements as required by the Act in the execution of the work.

3 The **Contractor** confirms that he will report to the Employer's Agent anything that he deems to be unhealthy and/or unsafe, and that he has versed his employees and/or Sub **Contractor** in this regard.

4 The **Contractor** warrants that he shall not endanger the health and safety of Magalies Water employees in any way whilst performing any work on the site.

5 The **Contractor** confirms that he will acknowledge and adhere to Magalies Water Environmental Management requirements, as well as co-operate in the following areas :

5.1 Full compliance with existing approved standards for performing work, for example, SANS and Magalies Water site written safe working procedures.

5.2 The **Contractor** agrees to comply with emergency response procedures.

DATE:

SIGNED BY MAGALIES WATER
(Section 16(2) assignee)

DATE:

SIGNED BY **CONTRACTOR** OR
HIS AUTHORISED
REPRESENTATIVE

C1.3.6 BLASTING INDEMNITY

CONTRACT NO. RFB/MW/ES-07/2026-27/02

Given by

*Company Registration No.:

Address:

A *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the **Contractor**), represented herein by in his capacity as the **Contractor** duly authorized.

Hereto by a resolution of the **Contractor** dated a certified copy of which resolution is attached to this indemnity.

WHEREAS the **Contractor** has entered into a Contract with Magalies Water (hereinafter called the Company) for, **TSWASA HOUSING PROJECT** and the Company required this Indemnity from the **Contractor**.

NOW THEREFORE THIS DEED WITNESSED that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the **Contractor** at.....

on the day of 20.....in the presence of the subscribing witnesses.

AS WITNESSES

1.
SIGNATURE DESIGNATION OF SIGNATORY

2.
SIGNATURE DESIGNATION OF SIGNATORY

* Delete where not applicable

C.1.3.7 ADVANCE PAYMENT GUARANTEE

Name of Contract/Contract No: RFB/MW/ES-07/2026-27/02: TSWASA HOUSING PROJECT

Name and address of Beneficiary ("the Employer"):

Magalies Water
P O Box X82327
Rustenburg
0300

We have been informed that:

(*name of Contractor*)

(hereinafter called the "Principal") is your **Contractor** for the above-named Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we:

(*name of bank*)

hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not

exceeding in total the amount of (amount in words):

(.....)

The "guaranteed amount") upon receipt by us of your demand in writing with your written statement stating:

- (a) that the Principal has failed to repay the advance payment in accordance with the Conditions of Contract, and
- (b) the amount which the Principal has failed to repay.

This guarantee shall become effective upon receipt of the advance payment, or, where applicable, the first instalment thereof, by the Principal. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you from time to time as evidenced by the Interim Payment Certificates issued under Sub-Clause 6.10.1 of the Conditions of Contract. Following receipt by us from the Principal of each Interim Payment Certificate, we shall promptly notify you of the revised guaranteed amount.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before, the expiry date of completion of the contract (the "expiry date"), when this guarantee shall expire and be returned to us.

If the advance payment has not been fully repaid 28 days prior to the expiry date, we undertake, upon receipt of your written demand and statement that the advance payment has not been repaid, to pay you the guaranteed amount within 28 days of your demand.

This guarantee shall be governed by the laws of, and shall be subject to the Uniform Rules for Demand Guarantees, published as number 458 by the International Chamber of Commerce, except as stated above.

Signed by:
(*signature*)

Signed by:
(*signature*)

.....
(*name*)

.....
(*name*)

Date:



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02
TENDER: TSWASA HOUSING PROJECT

C2: PRICING DATA



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

C2.1 PRICING INSTRUCTIONS

1. The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardized Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SANS 1200 standardized specifications".
2. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardized Specifications. Clause 8 of each Standardized Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardized Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" or "Payment clause" in the schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardized Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the **Contractor** will be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

No.	=	number
%	=	percent
Sum	=	Lump sum
PC sum	=	Prime cost sum
Prov sum	=	Provisional sum
RO	=	rate only
EO	=	Extra over
incl	=	inclusive
fl	=	flange or flanged
pe	=	plain-ended
pe/fl	=	plain-ended and flanged
d/fl	=	double flanged
OD	=	outside diameter
c/f	=	centre to face
f/f	=	face to face
scj	=	short collar joint
CI	=	cast iron
dia	=	diameter
FC	=	fibre cement
nom	=	nominal

NB	=	Nominal bore
RC	=	Reinforced concrete
thk	=	thick
PVC	=	Poly-vinyl chloride
uPVC	=	Unplasticised poly-vinyl chloride
HDPE	=	High density polyethylene
mod	=	modified
hdg	=	heavy duty galvanised
S/S	=	Stainless steel Grade 304

- 10 All prices and rates entered in the Bill of Quantities must be **excluding** VAT. VAT will be added last on the summary page of the Bill of Quantities.
- 11 Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
- 12 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 12.
- 13 Payment for the labour-intensive component of the works:
Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the **Contractor** in any way from his obligations either in contract or in delict.

CORRECTION OF ENTRIES MADE BY TENDERER

Any entry made by the Tenderer in the Bill of Quantities, forms, etc, which the Tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

C 2.2.1: BILL OF QUANTITIES

TSWASA HOUSING PROJECT:

CONTRACT No:				
CONTRACT TITLE:		TSWASA HOUSING PROJECT		
<u>SECTION SUMMARY</u>				
	-			
Bill No				Amount
A	Preliminaries and General			
1	Provisional Sums	-		
2	Alterations			
3	Earthworks			
4	Concrete			
5	Masonry			
6	Waterproofing			
7	Carpentry			
8	Ceilings			
9	Ironmongery			
10	Tiling			
11	Plastering			
12	Paintwork			
13	Plumbing			
14	Glazing			
15	Roofing			
16	Fencing			
17	Electrical installation			
	SUB TOTAL A			
	Contingencies (10%)			

	SUB TOTAL B				
	VAT 15%				
	TOTAL				

CONTRACT No:					
CONTRACT TITLE:		TSWASA HOUSING PROJECT			
SECTION A:	P&Gs				
SECTION A: PRELIMINARY AND GENERAL					
Item No	Description		Quantity	Rate	Amount
	The cost for the contractor to provide performance guarantees to the amount of 10% of the Project total including Contingencies but excluding VAT must be included under Item 1.1.1 of Section A. The performance Guarantee must be in place prior to the commencement of any work forming part of this project				
	The amount to cover Professional fees for repairing damage and loss to be included in the insurance sum is 20% of the contract value				
	The limit of indemnity for Liability Insurance is R2,000,000,00 for any single liability claim. Liability insurance shall include spread of fire risk.				
	Any delays resulting the contractor's failure to provide Personal Protective Equipment or meet any requirements stated under 1.1.2.1.h) will be at the contractor's cost, including penalties of 0.05% of the Contract Amount per day.				
	The percentage retention on the amounts due to the contractor is 10%, excluding Contract Price Adjustment, Contingencies and VAT, and limited to 5% of the contract amount, excluding Contract Price Adjustment, Contingencies and VAT				
	The Defect Liability Period is 12 months measured from the date of the Certificate of Completion.				
1.1	<u>GENERAL</u>				
	<u>FIXED CHARGE AND VALUE-RELATED ITEMS</u>				
	-				
1.1.1	Contractual Requirements for a project where the capital cost of the contract work is:	Sum	1		
1.1.2	<u>ESTABLISH FACILITIES ON SITE</u>				

1.1.2.1	<u>Facilities for the Service Provider</u>							
	a)		<u>Offices and storage sheds</u>					
			(i) Office of 16 m ² floor area	Sum	1			
			(iv) Storage shed of 36 m ² floor area	Sum	1			
	b)		<u>Workshop</u>					
			(i) With 36m ² floor area	Sum	1			
	d)		<u>Living Accommodation</u>	Sum	1			
	d)		<u>Ablution & latrine facilities</u>					
			(i) at site office	Sum	1			
			(ii) at construction site	Sum	1			
TOTAL CARRIED FORWARD							R	-
SECTION A: PRELIMINARY AND GENERAL								
Item No	Description				Quantity	Rate	Amount	
			Brought forward					
	e)		<u>Water supplies, electric power and communications</u>					
			(i) water supplies	Sum	1			
			(ii) electrical power	Sum	1			
	f)		<u>Dealing with water</u>	Sum	1			
	g)		<u>Establishment of Construction Plant</u>	Sum	1			
	h)		<u>Occupational Health and Safety</u>					
			(i) Preparation of a Health and Safety Plan.	Sum	1			
			(ii) Compilation of a Risk Assessment prior to construction.	Sum	1			
			(iii) Health and Safety Induction Training of employees	Sum	1			
			(iv) Compilation and the keeping up to date of a Health and Safety file, which shall include all documentation required in terms of the Act.	Sum	1			

		(v) Implementation of the Health and Safety Plan over the entire construction period.	Mont h	3		
		(vi) Provision of Safety Gear as per OHS Act	Sum	1		
1.1.3.		<u>Other fixed charge obligations</u>	Sum	1		
	-					
1.1.4.		<u>Removal of site establishment</u>	Sum	1		
TOTAL CARRIED FORWARD						
SECTION A: PRELIMINARY AND GENERAL						
Item No	Description			Quantit y	Rate	Amount
		Brought forward				
1.2	<u>TIME RELATED ITEMS</u>					
1.2.1		<u>Contractual requirements</u>	Sum	1		
	-					
1.2.2		<u>Operations and maintenance of facilities on site</u>				
1.2.2.1		<u>Facilities for the Service Provider</u>				
	a)	<u>Offices and storage sheds</u>				
		(i) Office of 16 m ² floor area	mont h	3		
		(iv) Storage shed of 36 m ² floor area	mont h	3		
	b)	<u>Workshop</u>				
		(i) with 36 m ² floor area	mont h	3		
	d)	<u>Living accommodation</u>	mont h	3		
	e)	<u>Ablution facilities</u>				
		(i) at site office	mont h	3		
		(ii) at construction site	mont h	3		
	g)	<u>Water supplies, electric power and communications</u>				
		(i) water supplies	mont h	3		
		(ii) electrical power	mont	3		

				h			
	h)		<u>Dealing with water</u>	mont h	3		
	j)		<u>Plant</u>	mont h	3		
1.2.3			<u>Supervision for Duration of Construction</u>	mont h	3		
	-						
1.2.4			<u>Company and Head Office costs</u>	mont h	3		
	-						
1.2.5			<u>Other time-related obligations</u>				
	-						
	a)		General	mont h	3		
	b)		Survey and setting out costs	Sum	1		
TOTAL SECTION A CARRIED TO SUMMARY							

CONTRACT No:							
CONTRACT TITLE:		TSWASA HOUSING PROJECT					
Item No					Quantity	Rate	Amount
			-				
<u>SCHEDULE NO. 1 - PROVISIONAL SUMS</u>				-			
<u>BILL NO. 1</u>				-			
<u>PROVISIONAL SUMS</u>				-			
	Design Structural Geotechnical Architectural		Work Engineering Engineering		Sum		
	Compliances COC's NHBRC Municipality Building Council Submission		Enrolment		Sum		
<u>SMOKE DETECTION</u>							
1	Provide the Provisional Sum of R 40 000.00 (Fifty Thousand Rand) for the smoke detection supply and installation			Psum			
2	Allow for profit				%		
3	Allow for attendance on smoke detection				%		
<u>HVAC INSTALLATION</u>							
4	Provide the Provisional Sum of R 60 000.00 (Fifty Thousand Rand) for the HVAC supply and installation by a sub-contractor complete			Psum			
5	Allow for profit				%		
6	Allow for attendance on hvac installation				%		
				-			
				-			

			Carried to Final Summary					
			Section No. 1					
			Total Provisional Sums					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
<u>SCHEDULE NO.2</u>					
<u>BILL NO. 2</u>					
<u>ALTERATIONS</u>					
NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill					
<u>SUPPLEMENTARY PREAMBLES</u>					
Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc and making good floor and wall finishes to match existing					
<u>REMOVAL OF EXISTING WORK</u>					
<u>Breaking up and removing reinforced concrete, including cutting off and removing reinforcement</u>					
-					
1	Concrete floor slab	m ³	0		
<u>Breaking down and removing brickwork etc</u>					
2	One brick walls	m ²	0		
3	Half brick walls	m ²	0		
<u>Breaking down and removing Roof structure</u>					
6	Removal of existing roof structure	m ²	0		
7	Removal of ceiling boards	m ²	0		
<u>Removal of window and door frames</u>					
-					
8	Removal of window and door frames	m ²	0		
Carried to Final Summary					

	Section No. 2					
	Total Alterations					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
<u>SCHEDULE NO.3</u>					
<u>BILL NO. 3</u>					
<u>EARTHWORKS (PROVISIONAL)</u>					
NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill					
<u>EXCAVATION, FILLING, ETC</u>					
<u>Excavation in earth not exceeding 2m deep</u>					
1	Trenches	m ³	111		
<u>Extra over all excavations for carting away</u>					
2	Surplus material from excavations and/or stock piles on site/ to a dumping site 20km away from site	m ³	34		
<u>Earth filling obtained from the excavations and/or prescribed stock piles on site compacted to 95% Mod AASHTO density in layers of 150mm</u>					
3	Backfilling to trenches, holes, etc	m ³	65		
4	G5 Imported material to backfill trenches, holes, etc	m ³	65		
<u>SOIL POISONING</u>					
<u>Soil insecticide</u>					
4	Under floors etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	m ²	51		
					-
					-
					-
					-

						-
						-
						-
	-					
	Carried to Final Summary					
	Section No. 3					
	Total Earthworks					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO.4</u>				
	<u>BILL NO. 4</u>				
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>				
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Cost of tests</u>				
	The costs of making, storing and testing of concrete test cubes as required under Clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the Architect. The testing shall be undertaken by an independent firm or institution nominated by the Contractor to the approval of the Architect (Test cubes are measured separately)	Sum	1		
	<u>Formwork</u>				
	Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use. The vertical strutting shall be carried down to such construction as is sufficiently strong to afford the required support without damage and shall remain in position until the newly constructed work is able to support itself	m ²	50		
	<u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u>				
	<u>30MPa/19mm concrete</u>				

1	Strip footings/ Raft	m ³	30.00			
	Carried Forward					
	Section No. 4					
	Concrete, Formwork, Reinforcement					
	Brought Forward					
	<u>REINFORCED CONCRETE</u>					
	<u>30MPa/19mm concrete</u>					
2	Slabs	m ³	30			
	<u>TEST BLOCKS</u>					
3	Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	4			
	<u>CONCRETE SUNDRIES</u>					
	<u>Finishing top surfaces of concrete smooth with a wood float</u>					
4	Surface beds, slabs, etc	m ²	111			
	<u>SMOOTH FORMWORK (DEGREE OF ACCURACY II)</u>					
	<u>Smooth formwork to sides</u>					
5	Edges, risers, ends and reveals exceeding 300mm high or wide	m ²	40			
	-					
	-					
	Carried Forward					
	Section No. 4					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	-				
	<u>SCHEDULE NO.5</u>				
	<u>BILL NO. 5</u>				
	<u>MASONRY</u>				
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill				
	<u>FOUNDATIONS (PROVISIONAL)</u>				
1	Two brick wall	m ²	230		
	<u>SUPERSTRUCTURE</u>				
	<u>Brickwork of NFP bricks in class II mortar</u>				
2	Two brick wall	m ²	50		
3	Brick face window sills	m	230		
	<u>Brickwork reinforcement</u>				
4	150mm Wide reinforcement built in horizontally	m	700		
	<u>Prestressed fabricated lintels</u>				
5	100 x 70mm Lintels in lengths not exceeding 3m	m	200		
	-				
	-				
	-				
	Carried to Final Summary				
	Section No. 5				
	Total Masonry				

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO.6</u>				
	<u>BILL NO. 6</u>				
	<u>WATERPROOFING</u>				
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Waterproofing</u>				
	Waterproofing of roofs, basements, etc shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets, etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	<u>DAMP-PROOFING OF WALLS AND FLOORS</u>				
	<u>One layer of 375 micron "Consol Plastics Brikgrip DPC" embossed damp proof course</u>				
1	In walls	m ²	35		
	<u>One layer of 250 micron "Consol Plastics Gunplas USB Green" waterproof sheeting sealed at laps with "Gunplas Pressure Sensitive Tape"</u>				
2	Under surface beds	m ²	111		
	<u>JOINT SEALANTS ETC</u>				
	<u>ABE or similar approved two-part grey polysulphide sealing compound including backing cord, bond breaker, primer, etc</u>				
3	10 x 10mm In isolation joints	m	66		
	-				

	-					
	-					
	-					
	Carried to Final Summary					
	-					
	Section No. 6					
	Total Waterproofing					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
<u>SCHEDULE NO.7</u>					
<u>BILL NO. 7</u>					
<u>CARPENTRY AND JOINERY</u>					
NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill					
<u>KITCHEN CUPBOARDS</u>					
1	Kitchen cupboards including sink and stove cupboards and installation	P Sum			
2	Allow for profit		%		
3	Allow for attendance on the supply and installation		%		
<u>BEDROOM CUPBOARDS</u>					
4	Bedroom cupboards including installation	P Sum			
5	Allow for profit		%		
6	Allow for attendance on the supply and installation		%		
<u>DOORS ETC</u>					
7	D1 - Lotus RG2 Panel Door (2032 x 813 x 40 mm)	No.	6		
8	D2 - Doortec D/C Field Door - White (2032 x 813 x 40 mm)	No.	6		
Carried to Final Summary					
Section No. 7					
Total Carpentry and Joinery					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO. 8</u>				
	<u>BILL NO. 8</u>				
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Descriptions:</u>				
	Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins or shot pinned to brickwork or concrete				
	Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 600mm centres, and where described as "bolted" the bolts have been given elsewhere				
	<u>CEILINGS ETC</u>				
	<u>Aerolite insulation</u>				
1	135mm Non combustible class 1 fire rating insulation closely fitted and laid on top of brandering between roof timbers, etc.	m ²	111		
2	Upper Edge PVC Ceiling - White Matt (3900 x 300 x 6mm) to be similar to existing ceiling	m ²	60		
	<u>Partition Walls</u>				
3	Gypsum Drywall Board with complete installation including door frame kit, 70mm skirting and doors	m ²	80		
	-				
	-				

	Carried to Final Summary					
	Section No. 8					
	Total Ceilings					

CONTRACT No:								
CONTRACT TITLE: TSWASA HOUSING PROJECT								
Item No			Quantity	Rate	Amount			
	<u>SCHEDULE NO.9</u>							
	<u>BILL NO. 9</u>							
	<u>IRONMONGERY</u>							
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill							
	<u>KITCHEN FITTINGS</u>							
	-							
1	Stirling Mist Stainless Steel Sink Bowl Depth 145mm Top Mounted - 780 x 430mm (Code: FTKS0019)		7					
	<u>WINDOW FRAMES</u>							
2	W1 - Robmeg Fx7 NE1 Window Frame or similar	No.	6					
3	W2 - Robmeg Fx C4F Window Frame or similar	No.	12					
4	W3 - Robmeg NC2FI Window Frame or similar	No.	6					
	-							
	<u>DOOR FRAMES</u>							
5	D1 - Robmeg Righthand Steel Door Frame (2032 x 762 x 115 mm) or similar	No.	30					
6	D2 - Alluminium Drywall 89 mm Precut Door Frame Kit or similar	No.	30					
	Burgler Doors							
7	Xpanda Security Gate Trellis - Bronze or similar	No.	6					
	<u>DOOR HANDLES</u>							
8	D1- Bortello 6 Inch Steel Handle - Sapphire Black Nickle or similar	No.	30					
9	D2 - Lockset Chrome 2 Lever Lock and Handle set or similar	No.	30					

	Carried to Final Summary					
	Section No. 9					
	Total Ironmongery					
	-					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO.10</u>				
	<u>BILL NO. 10</u>				
	<u>TILING</u>				
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill				
	<u>SUPPLEMENTARY PREAMBLES</u>				
	<u>Descriptions</u>				
	All floor tiles are to be completely covered/backed with adhesive in order to ensure no hollow areas behind tiles.				
	<u>Sealants, etc</u>				
	Tenders should include in their price for silicone sealant between all skirting tiles and floor tiles.				
	<u>Movement joints</u>				
	Tenders are to include in their price for soft joint and sealants horizontally and vertically every 5 ^m to floor tiling or in accordance with the manufacturer's requirements. Joints to be sealed with "Sikaflex Pro 2HP" after priming the joint with "Sika Primer". Where practical the bulk of the depth of the joint can be filled with 6mm diameter closed cell polyethylene chord. Always provide expansion joint on wall perimeter of tiles.				
	Joints to be 3 to 5mm maximum width				
	<u>Prime Cost (PC) Sums</u>				
	Prime Cost (PC) Sums means an amount of money provided in the bills of quantities for material and goods to be obtained from a supplier nominated by the architect and to be fixed by the contractor				

	The prime cost amount shall be omitted from the contract sum and the amounts actually paid by the contractor in respect of the purchase of the nett quantity of such items including delivery to site shall be added to the contract sum					
	The contractor has to allow for delivery, adhesive, grout, labour, profit and waste in his rate over and above the PC amount					
	Carried Forward					
	Section No. 10					
	Tiling					
	Brought Forward					
	<u>WALL TILING</u>					
	<u>Ceramic tiles 300 x 300 x 8mm (P.C. Sum R150.00/m² excluding VAT, supply and delivered to site) on screed (Screed elsewhere measured) including adhesive and flush pointed with tinted waterproof jointing compound</u>					
1	On walls	m ²	40			
2	On narrow widths	m ²	1			
	<u>FLOOR TILING</u>					
	<u>Ceramic tiles 300 x 300 x 8mm (P.C. Sum R250,00/m² excluding VAT, supply and delivered to site) on screed (Screed elsewhere measured) including adhesive and flush pointed with tinted waterproof jointing compound</u>					
3	On floors and landings	m ²	264			
	<u>NCI ceramic tiles 240 x 110 x 11.5mm or similar including adhesive and flush pointed with tinted waterproof jointing compound</u>					
4	Skirting 100mm high	m	70			
	-					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
<u>SCHEDULE NO.11</u>					
<u>BILL NO. 11</u>					
<u>PLASTERING</u>					
NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill					
<u>SCREEDS</u>					
<u>Screeds steel floated on concrete</u>					
1	25mm Thick on floors and landings	m ²	111		
<u>INTERNAL PLASTER</u>					
<u>Cement plaster on brickwork</u>					
2	On walls	m ²	230		
3	On narrow widths	m ²	1		
	-				
	-				
	-				
Carried to Final Summary					

	Section No. 11					
	Total Plastering					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO.12</u>		-		
	<u>BILL NO. 12</u>		-		
	<u>PAINTWORK</u>		-		
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill				
	<u>PREPARATORY WORK TO EXISTING WORK</u>		-		
	<u>Previously painted plastered surfaces</u>		-		
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
	-		-		
	-		-		
	-		-		
	<u>ON FLOATED PLASTER</u>		-		

	<u>Prepare and paint one coat "Plascon Professional PP700" plaster primer and 2 coats "Plascon Polvin" super pva or similar</u>		-			
1	On internal walls	m ²	250			
2	On narrow widths	m	1			
	<u>ON PLASTER BOARD</u>		-			
	<u>Prepare and paint one coat "Plascon Professional PP700" plaster primer and 2 coats "Plascon Polvin" super pva or similar</u>		-			
3	On ceilings and cornices	m ²	111			
	<u>ON METAL</u>		-			
	<u>Prepare and paint one coat "Duram DTM smooth" low gloss clear polywax sealer or similar</u>		-			
4	On door frames	m ²	4			
5	On window frames	m ²	12			
	<u>ON WOOD</u>		-			
	<u>Prepare and paint one coat "Silkseal Varnish timber" low gloss clear polywax sealer</u>		-			
6	On doors	m ²	35			
	Carried to Final Summary					
	Section No. 12					R0.00
	Total Paintwork					

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
<u>SCHEDULE NO.13</u>					
<u>BILL NO. 13</u>					
<u>PLUMBING AND DRAINAGE (PROVISIONAL)</u>					
NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill					
<u>SUPPLEMENTARY PREAMBLES</u>					
<u>uPVC pipes and fittings</u>					
Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings. Soil, waste and vent pipes and fittings shall be solvent weld jointed.					
<u>Copper pipes</u>					
Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-syphon pipes, capillary solder fittings and compression fittings shall be "Cobra Watertech" type or similar. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground.					
-					
Section No. 13					

	Plumbing, Drainage					
	<u>Reducing fittings</u>					
	Where fittings have reducing ends or branches they are described as "reducing". In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained.					
	<u>Excavations</u>					
	No claim for rock excavation will be entertained unless the contractor has timeously notified the quantity surveyor thereof prior to backfilling. "Soft rock" and "hard rock" shall be as defined in "Earthworks".					
	<u>Laying, backfilling, bedding, etc of pipes</u>					
	Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.					
	Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following:					
	SABS 1200 L : Medium-pressure pipelines					
	LD: Sewers					
	LE: Stormwater drainage					
	Pipe trenches etc shall be backfilled in accordance with clauses 3, 5.5, 5.6, 5.7 and 7 of SABS 1200 DB : Earthworks (Pipe trenches).					
	Pipes shall be bedded in accordance with clauses 3.1 to 3.4.1, 5.1 to 5.3 and 7 of SABS 1200 LB : Bedding (Pipes).					

	<u>TRAPS ETC</u>					
	<u>Cobra Watertech or similar</u>					
4	32mm chrome plated bottle trap (Code: 340) with 75mm deep re-seal, adjustable telescopic pipe and 32mm outlet	No	12			
5	SHOWER WASTE AND GRATING	No	12			
	<u>TAPS, VALVES, ETC</u>					
	<u>Cobra Watertech or Similar</u>					
6	Callisto plain raised single tap hole basin mixer with 110mm body extension, mounting kit, angle valves with sliding flanges, flexible connection tubes and temperature and flow control cartridge (Code: CL-951R) or similar complete with all fitments	No	12			
7	Amalfi Rubellite sink mixer pillar type complete with fitments, manufactured in accordance with SANS 226:2004 Type 2 (BS 5412) or similar	No	12			
8	Ledimo 15mm chrome plated C x C (Compression) underwall stoptap (Code: LO-238-15) with sliding wall flange, manufactured in accordance with SANS 226:2004 Type 1 (BS 5412) or similar complete with all fitments	No	12			
9	15mm chrome plated Full Flow shower head (Code: 74-15) or similar, size 150mm diameter with classic spray	No	12			
10	15mm chrome plated shower arm (Code: 23TU-250) or similar with 250mm throw	No	12			
	-					
	Carried Forward					
	Section No. 13					
	Plumbing, Drainage					
	Brought Forward					

	<u>Internal sanitary plumbing installation</u>					
	Taking the above mentioned specification into consideration the contractor is to design, supply and install the complete internal plumbing installation inclusive of safety valves, stopcocks, water supply pipes, waste water pipes, etc for the following:					
	<u>ELECTRIC WATER HEATERS</u>					
11	Kwikot Kwiksol direct close coupled thermosyphon solar water heating system with 16No. solar vacuum tubes set, system to include 100 Litre SOL-150-DIR round solar water heater, operating at 400kPa with 400kPa Kwikot Multi pressure control and expansion relief valve (Code: KHN3.214), 20mm draincock and 22mm insulated pipe work including two Kwikot vacuum breakers (Code: KHN4.200CX) installed on hot and cold water supply, including all necessary brackets, frost resistant pipe set, thermostatic mixing valve and 7 day digital geyser timer. Geyser to be positioned horizontally on roof, all in accordance with SANS 10254:2004 and SANS 10106:2006, connected to single phase electrical power supply with isolator 1m away from connection on geyser.	No	6			
	-					
	-					
	-					
	-					
	-					
	Carried to Final Summary					
	Section No. 13					
	Total Plumbing, Drainage					

CONTRACT No:								
CONTRACT TITLE: T TSWASA HOUSING PROJECT								
Item No			Quantity	Rate	Amount			
	<u>SCHEDULE NO.14</u>							
	<u>BILL NO. 14</u>							
	<u>GLAZING</u>							
	NOTE: Tenderers are advised to study the Specifications and Model Preambles before pricing this bill							
	<u>GLAZING TO WINDOW FRAMES</u>							
	Clear 3mm thick glazing with brown putty							
1	Panes exceeding 0,5m ²	m ²	30					
	Obscure 3mm thick with brown putty							
2	Panes exceeding 0,1m ² and not exceeding 0,5m ²	m ²	15					
	<u>MIRRORS, ETC</u>							
3	Frameless rectangular mirror 700 x 450 x 3mm	No	12					
	-							
	-							
	Carried to Final Summary							
	Section No. 14							
	Total Glazing							

CONTRACT No:					
CONTRACT TITLE: TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO.16</u>		-		
	<u>BILL NO. 16</u>		-		
	<u>Fencing</u>				
	<u>Daimond mesh fence with barbed wire at the top</u>				
1	Provide a Provisional Sum for 1,8 daimond mesh fence with security post and barbed wire of galvanised steel 1,6 mm wire with 15 mm long and 1,5 thick barbs. Fence to be similar to the existing fence. Security gate with a 3m width is included.	PC Sum	0		
2	Allow for profit		%		
3	Allow for attendance on the supply and installation		%		
	-		-		
	Carried to Final Summary				
	Section No. 16				
	Total Fencing				

CONTRACT No:					
CONTRACT TITLE: T TSWASA HOUSING PROJECT					
Item No			Quantity	Rate	Amount
	<u>SCHEDULE NO.17</u>		-		
	<u>BILL NO. 17</u>		-		
	<u>ELECTRICAL INSTALLATION</u>				
1	Provide the Provisional Sum of R 60 000.00 (Sixty Thousand Rand) for electrical installation including stoves, bulk extentions and connection	PC Sum	1		
2	Allow for profit		%		
3	Allow for attendance on the supply and installation		%		
4	Provide 14 KVA complete solar system (Inverter, Solar Panels & Battery Storage)		0		
6	Allow for profit		%		
7	Allow for attendance on the supply and installation		%		
	-		-		
	Carried to Final Summary				
	Section No. 17				
	Total Electrical Installation				

VOLUME 2

Contents – Volume 2 (THIS DOCUMENT)				
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C3.2	Engineering	Blue	2	C3.2(1 of)
C3.3	Procurement	Blue	2	C3.3(1 of)
C3.4	Construction	Blue	2	C3.4(9 of)
C3.5	Project Management	Blue	2	C3.5(1 of)
C3.6	Occupational Health and Safety Specification	Blue	2	C3.6(49 of)
C3.7	Environmental Management Plan (EMP)	Blue	2	C3.7(19 of)



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02
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PART C3: GENERAL SCOPE OF WORKS



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

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TENDER: TSWASA HOUSING PROJECT

C3.1: DESCRIPTION OF THE WORKS

C.3.1.1 Employers objectives

Magalies Water desires to provide its employees with housing accommodation within Tswasa WTW. Therefore, the contractor is expected to conduct investigation, design and build to achieve Magalies Water's objective. **Scope Structure:** The contractor is responsible for the design, material supply, and labour for complete turnkey construction of: Six - 36.6 m² unit each consisting of two bedroom, two bathrooms and living area.

1. Detailed Scope of Works (Construction)

- **Site Preparation & Earthworks:** Site clearing, excavation, platforming, and terracing for each housing unit.
- **Civil Works:** Installation of stormwater pipe systems, water reticulation and sewer connections
- **Substructure:** Concrete foundations and surface beds designed according to geotechnical conditions.
- **Superstructure:**
 - **Walls:** Brickwork
 - **Roof:** Galvanized steel roof sheeting with required insulation and trusses.
 - **Doors & Windows:** Installation of external/internal doors with locking
- **Internal Works & Finishes:**
 - **Plumbing:** Installation of toilet, sink, and taps, connecting to sewer/septic systems.
 - **Electrical:** Installation of DB boards, light points, switches, and socket outlets.
 - **Finishes:** Internal and external painting, screeding, and plastering.

2. Technical Compliance and Standards

- **NHBRC Enrollment:** All houses must be enrolled with the National Home Builders Registration Council (NHBRC).
- **SANS Specifications:** Construction must comply with South African National Standards (SANS) and relevant building regulations.
- **Quality Management:** Daily site inspection reports and progress reports against milestones

Location of the works

The project site is situated in the Northwest region of the Ramotshere Moiloa Local Municipality. The specific area under investigation is Tswasa Water Treatment Plant, which is located in the North West. The GPS coordinates are as follows: (24°52'12"S 26°27'12"E).

C.3.1.3 Location of Works

The project site is situated in the Northwest region of the Ramotshere Moiloa Local Municipality. The specific area under investigation is Tswasa Water Treatment Plant, which is located in the North West. The GPS coordinates are as follows: (24°52'12"S 26°27'12"E).



Figure 1: Show the general layout of Tswasa Treatment Plant



MAGALIES WATER

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C3.2: ENGINEERING

C3.2.1 Design Services and Activity Matrix

The responsibilities for design and related documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Detailed design for construction	Contractor
As-built drawings: Provision of data and marked up drawings Preparation of drawings	Contractor
Materials design	Contractor

C3.2.2 Employers Design

The extent of the Employer's requirements is indicated in the documentation



MAGALIES WATER

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C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

The Works shall be executed in accordance with the requirements specified in Section T1.2, Tender Data (Clause F3.11) and submitted by the **Contractor** in his Returnable Schedules.

C3.3.2 Subcontracting

The appointed **Contractor** may not subcontract the whole of the contract.
None



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C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.1 Applicable Standard Specification

The Standard General and Technical Specifications shall be the latest edition of SANS 1200: South African National Standard 1200 for the construction of Civil Engineering Works

The tender may also reference COLTO – Standards Specifications for Road and Bridge Works for State Road Authorities (1998) where additional clarification is required to an SANS 1200 item

Labour Intensive Construction (LIC) methods will apply to the contract where applicable and reference is made to SANS 1914 – Part 4 and 5.

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on pipeline contracts and may therefore cover items of work not encountered in this particular contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

C3.4.1.2 Particular (Project) Specifications

In certain clauses the Standard Specifications allow a choice to be specified in the Particular (Project) Specifications (C5) between alternative materials or methods of construction and for additional requirements to be specified to suit a particular Contract. Details of such alternatives or additional requirements applicable to this Contract are contained in the Particular (Project) Specifications (C5.1 & C5.2). It also contains some additional specifications required for this particular Contract.

C3.4.1.3 Certification by Recognized Bodies

Where required, Standards South Africa (SANS / SANS) must undertake the certification of items for inclusion in the Works.

C3.4.2 Plant and Materials

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

C3.4.3 Employment Labour Intensive Construction Works

C3.4.3.1 Competencies of Supervisory Staff and Management

Established Contractors shall only engage supervisory and management staff in employment intensive construction work who have either completed, or are registered for training towards the skills programme outlined in Table 1.

Emerging Contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging Contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards.

Personnel	NQF	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Boreholes Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain	any one of these 3 unit standards
		Water and Sanitation Services Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Construction Manager / Manager (i.e the Contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Construction Manager / Manager (i.e the Contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

C3.4.3.2 Employment of unskilled and semi-skilled workers

Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all employment-intensive construction works shall be engaged strictly in accordance with prevailing legislation and SANS 1914 - Part 5, Participation of Targeted Labour.

The following minimum labour rates as set by the Employer must be implemented on the projects
As per the latest Gazetted rates for these areas.

The following rates not to be exceeded, as a guideline. The Tenderer shall specify these rates allowed for in his tender:

1. Unskilled labourer - R230 / person / day
2. Semi-skilled labourer - R320 / person / day
3. Skilled labourer - R460 / person / day
4. CLO – R8000 / month (As per Special Conditions of Contract)

Tasks established by the **Contractor** shall be such that:

- i) the average worker completes 5 tasks per week in 40 hours or less; and
- ii) the weakest worker completes 5 tasks per week in 55 hours or less.

The **Contractor** shall revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (c) above.

The **Contractor** shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference shall be given to people with previous practical experience in construction and/or who come from households:

- i) where the head of the household has less than a primary school education;
- ii) that have less than one full time person earning an income;
- iii) where subsistence agriculture is the source of income;
- iv) those who are not in receipt of any social security pension income

The Contractor shall endeavor to employ:

55% women;

55% youth who are between 18 and 35 and

2% people with disabilities.

The minimum number of jobs to be created on the project must be 60 (1 job = 60 man-days)

C3.4.3.3 Specific provisions pertaining to SANS 1914-5

Definition: Targeted labour: Unemployed persons who are employed as local labour on the project.

Contract participation goals

There is no specified Contract Participation Goal for the contract.

The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-4, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-5

The definition for net amount shall be amended as follows: The financial contract value upon completion shall be exclusive of value added tax or sales tax.

The schedule for targeted labour shall define women, youth and persons with disabilities and the number of days of formal training provided.

Training of targeted labour

The **Contractor** shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the Contract in a manner that does not compromise worker health and safety.

The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible.

The **Contractor** shall access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the Contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012-325-8625 / EPWP Unit, Private Bag X65, Pretoria 0001) shall be furnished with a copy of this request.

The **Contractor** shall dissuade targeted labour from participating in training programs and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

An allowance equal to 100% of the task or daily rate shall be paid by the **Contractor** to workers who attend formal training.

Proof of compliance with the requirements of the above shall be provided by the **Contractor** to the Employer prior to submission of the final payment certificate.

Training of the labourers must be consist of the following categories:

- Brick & mortar construction
- Concrete construction
- Water pipe laying techniques
- Manhole construction

C3.4.3.4 Generic employment-intensive specification

Scope

This specification describes the requirements for activities which are to be executed by hand – this is not a complete list and can be adjusted where work of a labour intensive nature is identified:

- a) Excavating and removing of soil materials.
- b) Watering, and compacting.
- c) Excavation and backfill of water pipes, shallower than 1,5m and when in soft material.
- d) Reinstatement of surfaces, spreading of materials and shaping channels.
- e) Concrete construction – small works.
- C.) Brick & mortar construction.
- g) Laying of interlocking blocks.

Mechanical means of trench excavations will only be permitted for trenches over 1,5m deep or in non-pickable material (intermediate to hard rock material). Material must be classified by the Employer's Agent or his representative before the use of plant. All backfilling will be done manually.



MAGALIES WATER

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C3.5 PROJECT MANAGEMENT

C3.5.1 Designs and Drawings by the Contractor (Alternative Design)

Where the Contract entails preparation by the **Contractor** of designs and details of any work to be supplied he shall submit to the Employer's Agent a drawing or drawings giving full details, dimensions and particulars, together with all relevant information and erecting or operating instructions (if any). All such drawings shall be prepared in accordance with the Local Authorities and any related documents issued to the **Contractor** for such purpose.

Before commencing the work, the **Contractor** shall have obtained the Employer's Agent's signature on such drawings as contemplated in this Sub-Clause to signify that the **Contractor's** design concept is acceptable to the **Client**.

When any such drawing has been signed by the Employer's Agent, it shall not be departed from in any way except with the written consent of the Employer's Agent. The **Contractor** shall deliver to the Employer's Agent the original transparency of any such signed drawing and erecting or operating instructions required in connection with any work to be carried out by the **Contractor**.

The **Contractor** shall be responsible for any error or deficiency in any drawings or documents supplied by him and for any loss, damage or expense arising out of such error or deficiency, notwithstanding that any such drawing or document may have been signed by the Employer's Agent.



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1.1 The PCs are Advised to Refer to the 'Safety' Requirements as they Relate to SABS 1200A 5.7:

'The Contractor shall at all times observe proper and adequate safety precautions on the Site. Where adequate safety precautions are not being observed, the Engineer may order the Contractor to comply with minimum safety requirements at the Contractor's expense, and compliance with such an order will not absolve the Contractor from any of his responsibilities and obligations under the contract'.

Where non-conformities are noted, activities or the appropriate sections of the works will be stopped and parties will be penalized financially. No claims or standing time will be considered. The PCs are to extend the same approach to their Contractors. Full investigations are to follow each non-conformity by the CHSO/CHSM. Such aspects are to be reported to the PM; CHSA; Pr. Engineer and the Client OHS Manager. Full records of actions; disciplinary hearings; CHS Committee findings to be kept on file and reported at each site progress meeting.

1.2 Format of the Project Specific H&S Plan (PSHSP)

The format of the PSHSP plan is to follow the same Index as the PSHSS. Each aspect is to be responded to in terms of the way the PC will manage the scenario, and is please not to insert the supporting documentation within the plan. Each section is to reference where the information can be found in the supporting documentation provided that is contained within the H&S System of the PC. The submission of 'generic' documentation is not acceptable. Each PC will receive a full report on the appropriateness and further requirements if any. The Plan is to consider the project and the operational requirements, including matching to the construction programme.

1.3 Programme Details

Table 2: Program Details

Contractor Site Visit	Complete
Time allowed for preparation of PSHS plan	To be submitted to the CHSA within one week of receipt of the PSHSS
Submission/Approval date of PSHSS Plan	Within 3 days after submission but subject to content as per this requirement
Induction dates	To be advised after Approvals of SHE Plan
Estimated Commencement date of work on site	September 2023
Estimated Project completion date or project	January 2024

1.4 List of Abbreviations

AIA	Approved Inspection Authority	
BoQ	Bill of Quantities	
BRA	Baseline Risk Assessment	
CC	Compensation Commissioner	
CHS	Construction Health and Safety	
CHSA	Construction H&S Agent	
CHSM	Construction H&S Manager	
CHSO	Construction H&S Officer	
CM	Construction Manager	
CPM	Construction Project Manager	
CR	Construction Regulations (Gazette 10113 of 7/02/2014)	
CWP	Construction Work Permit	
DMR	Driven Machinery Regulations	
DoL	Department of Labour	
DRA	Design Risk Assessment	
ECSA	Engineering Council of South Africa	
ER	Engineer's Representative	
FEMA	Federated Employers Mutual Association	
GAR	General Administration Regulations	
GSR	General Safety Regulations	
HIRA	Hazard Identification Risk Assessment	
H&S	Health and Safety	
OH	Occupational Health	
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended) OHSS Occupational Health and Safety Specification	
PSHSP	Project Specific Health and Safety Plan	
PSHSS	Project Specific Health and Safety Specification PC	Principal Contractor
PM	Project Manager	
Pr. CHSA	Professional H&S Agent	
Pr. Eng	Professional Engineer	
PPE	Personal Protective Equipment	
RHCS	Regulations for Hazardous Chemical Substances RE	Resident Engineer
MW	Magalies Water	
SABS	South African Bureau of Standards (Authority)	
SACPCMP	South African Council for the Construction and Project Management Professions SANS South African National Standards (Authority)	
SMME	Small, Micro, Medium Enterprise	
SWP	Safe Work Procedure	

1.5 Key References

- a. Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
- b. Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
- c. South African Bureau of Standards (SABS) 1200. Standardized specification for Civil Engineering Construction
- d. South African National Standard 1921-1 General Engineering and Construction Works
- e. South African National Standard 1921-3 Steelworks
- f. South African National Standard 1921-6 HIV/AIDS Awareness
- g. Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
- h. Road Traffic Safety Act No. 93 of 1996 (as amended)
- i. Disaster Management Act 2000

2. ROLES AND RESPONSIBILITIES

2.1 Client

The Client Organogram will be provided by the MW PM and updated from time to time. The project and site records will be kept up to date and referenced in correspondence between parties.

Client Project Manager (PM)

Table 3: Project Manager Details

Name & Surname	Contact Number	E-mail Address
Phephelaphi Magoro	079103 2289	phephelaphim@magalieswater.co.za

The MW PM is the accountable person for the overall management of the project, on and off-site. The PM is the delegated responsible person appointed in terms of the OHSA, Section 16(2). The MW PM is responsible for ensuring that the PSHSS and any amendments are provided to the PCs and designers throughout the project. The MW PM will liaise with the CHSA to communicate any changes to designs or information relating to project H&S risk and the mitigation thereof.

The MW PM shall ensure that the Construction Work Permit (CWP) is available from the CHSA prior to any PCs commencing any form of construction work on site. The MW PM will provide a copy of the CWP to keep in the H&S file. All CHS aspects as they relate to the overall requirements will be managed through the MW PM. The PM will ensure that all the statutory requirements, MW requirements are adhered to by the PCs and their Contractors at all times.

Engineers and Resident Engineers with support staff will manage parts of the programme as they apply to the size and complexity of the project.

2.1.1 Construction Health and Safety Agent

CHSA Project Manager

Table 4: Construction Health and Safety Agent Details

Company Name	Project Manager	Contact Number	E-mail Address
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The CHSA is responsible person appointed to act on behalf of the client regarding CHS aspects. Duties are as per the outputs and deliverables outlined by the SACPCMP and statutory requirements. All parties will ensure the CHSA is informed of any design aspects, changes to design and will participate in mitigating project risk and liability.

The CHSA will audit all PCs and ensure that the CHS requirements as they relate to the dynamics of the project are adhered to. PCs and their Contractors will be expected to anticipate and plan for appropriate CHS requirements to limit risk. The CHSA will communicate any non-conformances to the client via the Engineer, or as the communication routes are discussed. The CHSA may increase the frequency of visits and audits depending on the risk and construction activities.

Managing day-to-day risks remains the responsibility of all on site. Work or activities shall be stopped or halted by any party where workers of any level are at risk, and appropriate corrective action taken. Records of such actions are to be noted, and penalties applied where deemed necessary. No claims will be made for standing time.

MW reserves the right to place a full or part-time SHE Officer to assist the CHSA with the monitoring of CHS. The SHE Officer may assist in information and is able to visit and audit the site at any time. However, all findings are to be reported to the CHSA and discussed in terms of the appropriate outcome. The MW PM and PC staff will then be notified.

2.1.2 Environmental Control Officer (ECO)

The Environmental Control Officer is to provide assurance, advice, assist and support to the MW PM and Engineer / Agent in the management of the environmental issues on the project which includes ensuring compliance to the Environmental Authorizations and the Environmental Management Plan (EMP). For more detail refer to the ECO protocol.

2.1.3 The Construction H&S Manager (CHSM) and Officer (CHSO)

A list of all the CHSMs / CHSOs are to be listed against each PC and their Contractors. All CHSMs and CHSOs are to be registered or in the process of registration with the SACPCMP, or the PC are to provide alternatives in good time as the individual needs to be assessed relative to the process of the scope of work in the area of the particular PC.

Table 5: Contractor SHE Officer/Manager Details

PC/Contractor	Name & Surname	Contact Number	E-mail Address
TBA			

The PCs CHSO and/or CHSM are to co-ordinate, advice, assist, plan and support their Project Manager / Construction Manager (CM) and support staff in all operational and planning issues as they relate to, or affect H&S. The PC is to ensure that the CHS / CHSO are competent, resourced and have the support and accountability required in terms of the OHSA and Regulations, as well as the duties required by the SACPCMP. Resources include administrative supplies such as computers, printers, 3g cards, vehicles, means of communication, stationary etc. Failure to comply will be noted as a serious offence.

2.1.4 Design Brief: Role of Designers

As design is a continuous process on this project, and done 'in-house', all those involved in the design including designers and the CHSMs / CHSOs are to be involved with the design meetings. Design method statements and activity-based method statements are required by Designers.

The requirement of each design team is a 'Design for H&S' risk approach both, from the design and materials used, complexity and constructability, where possible, to limit project and life cycle risk. The hierarchy of control in identifying and mitigating risk is to be applied. The designers are to identify risks both in terms of practical ways in which the PC is required to construct which could increase risk, products specified, and risk to the Client during maintenance stages. Mitigation outcomes are to be included in any HIRA attached to the PC documentation, and will be included in reports to the Client design meetings possibly resulting in the BRAs at PC and Client levels being amended from time to time. The CHSMs / CHSOs shall attend the Client and PC / design meetings and will ensure that feedback is provided and add value where possible.

Updated risk assessments and related documentation need to be completed on acceptance of the designs. The CHSA will provide amended BRAs and PSHSS where appropriate. The CHSA shall be included in Client design meetings. Failure to comply will be noted as a serious offence.

2.1.5 Tender Preparation Support by CHSMs / CHSOs

The CHSMs / CHSOs are to be involved with tender or quotations for their Contractors and Suppliers relative to CHS requirements, adapt the Base line risk assessments and PSHSS for inclusion with such documents. No Contractor or Supplier may commence work unless the CM and PM/ Engineer have evidence of the approval of PSHS plans. The CHSMs and CHSOs are to ensure that Contractors PSHSPs have at least a seven (7) day clearance period before they can commence on site. The audit process will measure the completeness of the documentation.

The CHSA will be responsible for auditing/inspections and ensuring compliance to legal and other requirements at least monthly, or as deemed necessary relative to risk or CHS management. Any instructions given by the CHSM / CHSO are to be followed by PCs. Failure to comply will be noted as a serious offence.

2.1.6 Principal Contractors (PCs) / Joint Ventures (JVs)

The PSHSS forms an integral part of the Contract, and each JV or PC is required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS is to be made available for each level of Contract and each Contractor shall comply as instructed. No contractor may commence work without written approval of the PSHSP by each PC or contractor when appointing their Contractors.

The PSHSS must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done, and ensure a minimum of statutory compliance. The information relative to the scope of the project, the works etc. is detailed in the tender document (but not limited to), is to be taken into account when developing the project specific H&S plan (PSHSP) and associated documentation. The BRA is included, as is a summary of risks identified as attached. However as much of the designs by the PCs were unknown during the amendments, the contents of the PSHSS are recorded as incomplete. Please note Environmental Management regarding how design will be managed through the design stages with the CHSM / CHSO.

Continuous design will occur, and where there are design changes, or change in the scope of works, an amended PSHSS may be issued and managed by either the CHSA or the CHSM / CHSO. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that a similar system must be implemented between all their Contractors.

All activities on the site and all appropriate documentation will be monitored and reported on to the Client, Engineer and PCs. Communication between the CHSA and the PC will be through the Engineer or Engineer's Representative (ER) as determined at the commencement of the project.

If any person transgresses any CHS site rules, policies or procedures, the person shall be removed from site and their site access revoked. The appropriate employer must follow a process of disciplinary action which shall include re-training/inducting the employee (at the cost of the appropriate employer) and provide proof thereof to the MW PM for review prior to allowing the person to resume duties. The CHSA, CHSM or CHSO may impose penalties on any other person where such transgressions were overlooked by colleagues and supervision.

Design method statements and activity-based method statements are required throughout the project, and are to be linked to risk assessments and training. The CHSMs and/or CHS Officers CHSOs will be included in all operational planning to ensure optimum CHS compliance and risk mitigation. Each PC is to ensure their own

and Contractors site organograms are kept up to date throughout the project. Organograms are to reflect the statutory references. Failure to comply will be noted as a serious offence.

2.1.7 Management of Suppliers

Suppliers are those organizations who deliver, test, remove or supply material but do not conduct any construction work by definition, but who are required to be managed in terms of access to site, as well as being responsible for specific H&S requirements when on site. The CHSM/CHSO will keep an up-to-date list of all Suppliers, and ensure that a list of H&S requirements that relate to the activities are available. Site rules in terms of security and induction apply to Suppliers. COIDA letters of Good Standing and appointments, registers and certificates for equipment are to accompany the Suppliers employees to site. The PC shall include specific requirements in their PSHSP, and state how the Suppliers will be managed on a day-to-day basis.

2.1.8 Hours of Work

All work conducted on site shall be in accordance with the Basic Conditions of Employment Act. PCs are required to timeously notify their MW PM/Agent of any work that needs to be performed after hours. Application forms for working after hours including breakdown/emergency projects can be acquired from Operational Site for projects inside the station, and field projects from PMs. Where applicable, the notification should include proof of application, for overtime, to the Department of Labour and /or the letter of approval from the Department of Labour. Also refer to Environmental Authorization Conditions, as these may supersede any other document. Failure to comply will be noted as a serious offence.

3. COMPLIANCE

The Client/Agent requires all of its PCs to comply with legal and other requirements as part of the contract. Expenses which result from compliance with this legislation as well as other requirements specific to the site will be for the Contractors account. Where there are major and / or repeat SHE deviations, the Client or Agent will impose the necessary penalties as per the contract document and/ or the PSHSS. Where the PC appoints a Contractor, the PC has the same duties and responsibilities in relation to the Contractors, in a similar way as the Client has in relation to the PC.

The requirements within this specification should not be considered to be exhaustive and the Client/Agent reserves the right to add, delete or modify conditions where it is considered to be appropriate, including penalties and any amendments to legislation or appropriate standards. Failure to comply will be noted as a serious offence. No claim will be accepted as a result of any costs or delays being incurred due to the Principal Contractor or his Contractors not complying with legislation, this PSHSS or their PSHSP approved by the Client/Agent, or as noted by the PC as it relates to their Contractors.

4. NON-CONFORMANCES AND WORK STOPPAGE

Where non-conformances or incidents are noted by the CHSA or any other site personnel, the CHSMs / CHSOs for each PC are to investigate and undertake corrective actions immediately, or as soon as possible. Any non-conformances/findings/observations found in these audits/inspections shall be reported at site progress meetings as an agenda item and in the weekly and monthly reports.

Each PC is to provide a procedure to manage non-conformances and work stoppages among other. The following aspects are to be taken into consideration when developing or reviewing procedures:

- The relevant activity must be stopped;
- The MWPM and/or PC and his Contractors shall immediately remove the workforce from the work area and correct the health and safety or environmental deficiencies by allowing only the people in the area that are competent to make the area safe;
- All parties shall ensure that no other work is being performed during this time. Should the estimated time from the outset to make the area safe where life threatening/imminent danger situations exist, then the area will be barricaded and a sign placed with the wording "Unsafe Area – Authorized Access Only";
- The MW PM shall review the activities, method statements and HIRAs and consult with the CHSA with the purpose of instructing the PC when necessary, or the PC is to review the activities and provide updated method statements and supporting documentation to remedy the situation, and
- The MW PM and CHSA must ensure that the revised documentation is adequate and must approve it before the work activity is commenced.

Work will not be allowed to commence until the activity and corrective actions have been closed out to the satisfaction of the Client.

Failure to comply will be noted as a serious offence.

5. LEGAL COMPLIANCE

The following legislation has been identified, but is not limited to, potentially having an impact on the project:

- Agricultural Pests Act 36 Of 1993
- Basic Conditions of Employment Act No.
- Constitution of the Republic of South Africa (Act 108 of 1996)
- Conservation of Agricultural Resources Act (Act 43 of 1983).
- COIDA Act 108 of 1996.
- Disaster Management Act (Act 57 of 2002)
- Employment Equity Act No.
- Environment Conservation Act (Act 73 of 1989)
- Fencing Act (Act 31 of 1963)
- Hazardous Substances Act (Act 15 of 1973)
- Health Act (Act 63 Of 1977)
- Labour Relations Act No.
- Mineral and Petroleum Resources Development Act (Act 28 of 2002).
- National Building Regulations and Building Standards Act 103 of 1977
- National Environmental Management Act (Act 107 of 1998)
- National Environmental Management: Waste Act 59 of 2008
- National Environmental Management: Air Quality Act 39 of 2004
- National Environmental Management: Biodiversity Act 10 of 2004
- National Environmental Management: Protected Areas Act 57 of 2003
- National Forest Act (Act 84 of 1998)
- National Road Traffic Act (Act 93 of 1996)
- National Water Act (Act 36 of 1998).
- National Veld and forest fire Act (Act 101 of 1998)
- Occupational Health and Safety Act (Act 85 of 1993) and its Regulations.
- Water Services Act (Act 108 of 1997)
- Any other applicable South African legislation at a national, provincial and local authority level.
- Applicable South African National Standards (SANS).
- Applicable international standards.
- ISO 9001:2008 –Quality Management Systems
- ISO 14001:2015 –Environment Management Systems
- OHSAS 18001:2007 – Occupational Health and Safety Management System
- National Key Points Act (Act 102 of 1980)
- Applicable By-laws

The PCs shall compile their own lists of all applicable legislation and standards that may have an impact on the scope of work that they are performing on the construction project. The list shall be updated on a regular basis.

6. SHE POLICY

The PC companies shall have a SHE Policy authorised by their OHS Act Section 16(1) appointee that clearly states overall SHE objectives and commitment to improving Safety, Health, Environment and Quality performance. Magalies Water has a SHE Policy attached to this document that clearly states the guiding principles by which Magalies Water operates and the commitment to SHE excellence and is authorised by the Chief Executive. A zero-tolerance approach will be taken to any non-conformances or non-compliance throughout the project. This is to ensure that every person who works on or visits MW work site returns home safely to their families. The principal contractor shall have a workplace policy and procedure and ensure workers are familiar with the Corona Virus. Therefore, contractors are required to update their organisational OHS policies to include the COVID 19 virus.

7. APPOINTMENTS AND COMPETENCIES

The PCs shall appoint adequate, resourced, competent persons in all the areas of work that are experienced in such areas, and are aware of their CHS accountabilities and responsibilities. All appointment letters and competency certificates, CVs etc. are to be approved by the Engineer or jointly with the CHSA in terms of technical and CHS competence prior to commencement of work. Where persons are replaced or added to the project, the aforementioned is required prior to appointment. The project Organogram is to be updated accordingly.

Note: If there are any appointments that are not applicable, then a brief explanation as to why they are not applicable should be made. The CHSM or CHSO shall review all appointments prior to submission to ensure compliance and competence.

8. TRAINING

Training of site personnel in CHS is to be ongoing, and where formal training is deemed required, is to be provided, where possible, and by accredited training service providers. The CHSM or CHSO is to determine training requirements and to report on needs or completed training in their reports and audits. For appointees that are strategically required on site, but do not meet the minimum competencies, a training plan must be submitted on a monthly basis to reflect progress of meeting the minimum training requirements.

Records of all training and acknowledgement of such training by attendees must be kept. Comprehensive records of all employees under the PCs control attending induction or any other training throughout the project shall be included. Amendments to statutes, the PSHSS, PSHSP, policies, procedures, method statements etc. shall require that all those affected shall undergo the relevant re-training.

8.1 General Training

All site personnel (at all levels) shall be adequately trained in the type of work/tasks to be performed. The training shall extend to, but not be limited to include relevant method statements, hazard identification and risk assessments, procedures, rules and regulations, and other related aspects. The induction should also include identification of sensitive features such as wetlands areas, red data species, graves, etc. The CHSM or CHSO is expected to use discretion and apply their minds to what is appropriate.

8.2 Ongoing, Pre-Task Training

The PCs are required to ensure that Daily Site Task instructions (DSTIs) are to be completed daily by supervisors and team leaders for each team. DSTIs could be done multiple times during the day if different tasks are done. The CHSMs and CHSOs are to ensure that records are kept of each team and DSTIs completed. The DSTIs are to include relevant method statements, SWPs and Tool box talks.

8.3 Client Site Induction

The PCs shall ensure that all employees, Agents and Contractors have undergone the Project SHE induction programme including a competency test prior to commencing work on site. Onsite training will be completed by MW.

Appropriate time must be set-aside for training (induction and other) for all employees. The appropriate Site Induction Request form must be completed by MW PM and submitted to the CHSO or CHSM, or MW SHEM or SHEO appointee.

All employees and visitors on site shall carry the proof of induction training in form of an induction card. Client Induction is valid for a year from the date it was conducted and thereafter SHE induction shall be re-scheduled at least one month before the induction period expires. The relevant MW site Risk Control/Health and Safety Training Officer shall keep a database of all records pertaining to induction and will inform Contractors of pending expiry though the overall responsibility of maintaining current induction cards still lies with the principal contractor. All induction cards issued must be returned on completion of the project to the Issuer.

Note:

- Where projects involve Environmental Authorisations, arrangements will be made with the Relevant Project Environment Control Officer to jointly conduct induction with the relevant site Risk/Health and safety personnel prior to commencing work on site;
- No work shall commence without the required inductions provided by the Client, and
- Client will rearrange for inductions for Contractor employees and re-approve SHE File where Contractor is not on site for more than 1 month.

8.4 Other Training

All Operators, Drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training and experience. All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training. All records to be kept in the H&S file and kept up to date.

8.5 Visitors to Site

Visitors to the site shall be required to undergo and comply with Client Site SHE induction/and the Principal Contractor construction site SHE induction requirement(s) prior to being allowed access to site. For visits of less than 8 hours, a short induction is required, and issued with a 'Temporary Visitors' card. The parents of children (minors) visiting the site will need to sign a consent form issued by the contractor, prior to them being granted access to the site

Visitors are to be made of aware of any legal environmental authorisations that exist on site and any relevant aspects that relate to the nature of the visit. All visitors must remain in the care and custody of a person (Host) who has been properly inducted. No visitors are permitted to undertake any construction work, of any nature.

9. SITE FACILITIES

All personnel are to be afforded decent, clean, hygienic facilities at all times. Respect for people irrespective of status is to be afforded to all at all times. General housekeeping, stacking and storage are to be the responsibility of each team supervisor for indicated areas, which are to be noted on a site map or the drawings for the facilities. The responsibilities are to be updated as necessary.

Fixed ablution facilities are to be in accordance with statutory or generally acceptable standards. Separate facilities (sanitary and changing) are required for each gender. All facilities to be kept clean, hygienic and in a good state of repair. The input of the ECO may be required or there may be stipulations regarding where such facilities are to be placed. Temporary toilets moved around site are not to use formaldehyde. Temporary toilets are further to be available with each team, and for each gender. The CHSM /CHSO are to determine the ratio of worker to chemical toilet, however it is recommended it is on a 1:10 ratio.

Dining areas are to be made available, that are sheltered, accessible to all, be kept clean, hygienic and in a good state of repair. Where work is away from the fixed site facilities, temporary facilities that are hygienic, clean and in good repair shall be available for all to use.

No living quarters will be allowed within the site. Suitable living quarters are to be found for those who are required to be accommodated. Such sites could be inspected by the CHSMs or CHSOs for hygienic assessment.

9.1 Temporary Facility Layout Plan

A drawing indicating all facilities at the site camp and potential remote sites are to be provided with the amended PSHSP. The ECO and the EMP will need to be cross referenced regarding waste management and particular environmental factors to be considered, and the placement of waste skips and other forms of waste.

Shower facilities for each gender are to be supplied at the discretion of the PCs. Emergency showers may be provided if the risk warrants. Such drawings are to include the following but are not limited to:

- Dining room facilities;
- Change rooms (indicating gender);
- Ablution facilities (indicating gender);

- Site Offices and Amenities;
- Lay down and Storage;
- Site Access, and
- Temporary Site Services.

Failure to comply with the requirements will be seen as a moderate offence.

10. ACCESS CONTROL TO THE CONSTRUCTION SITE

All those who access site are required to strictly adhere to all security requirements on the premises, as laid down by the Client.

10.1 Security and Site Access

Security requirements shall be included at Client and PCs induction training. Following induction, all employees are registered on the site access system and are issued with access certificates. Access certificates to be kept with each PC and their Contractors at all times within the site. Under no circumstances are access cards allowed to be used by any other person other than the person issued with the card.

10.2 Security Requirements on Site:

PCs are to provide security controls at each site camp, MW will provide security cover at the main gate. Outsourced security services are to be treated as Contractors.

The project/site security arrangements that are to be included in the PSHSP include, but are not limited to:

- The provision of shelter, with access to ablution facilities;
- The management of the Visitor's register and Occurrence book;
- The provision and maintenance of an appropriate communication system between patrols and to contact the relevant authorities in an emergency;
- Professional uniform that is neat and professional.
- Ensuring that Personal Protective Equipment is to be provided for patrolling guards, and all other CHS activities appropriate to limit their exposure.

10.3 Project Site Access

The PCs, in collaboration with the Client/Agent's representative will ensure that proper access control is in place and functional at all times on and off the construction site, by posting a notice at every entrance, prohibiting entry of unauthorised person/s.

Each PC is to take all necessary steps to control the entry and movement of non-employees into or onto a construction site or any other workplace and to ensure that persons outside the workplace are not detrimentally affected by the workplace activities.

10.4 Traffic Access and Routes

A large amount of plant, pedestrian access is expected throughout the project. A traffic plan to accommodate movement of traffic and pedestrians is required, and is to be included in the PSHSP for specific work areas in the control of the PC. The PCs shall provide a one way traffic plan to the satisfaction of the Engineer, and liaise with other PCs where routes or work overlap. Access to the site from the public roads needs to be co-ordinated and managed in accordance with the by-laws, traffic and traffic standards (SA Road Traffic Signs Manual (SARTSM), Volume 13, and Chapter 2).

Under no circumstances may workers be transported on the rear of vehicles or with plant and materials. The Road Traffic Safety Act is to be applied, as well as the PC doing risk assessments to determine risks.

Failure to comply with the requirements will be regarded as a serious offence.

11. PROJECT SPECIFIC RISKS IDENTIFIED

Internal regulations and procedures of MW and relevant legislation which will drive a zero-harm approach to workers and the environment. These rules will be specific to the Project. Further MW Site specific rules will be highlighted during induction training.

For the purposes of this PSHSS, PCs shall take cognizance of the requirements and ensure that method statements, risk assessments and appropriate aspects of the organizational documentation are added. The additional information may be required is to be submitted following further amendments prior to activities being able to commence. Technical staff and CHSMs / CHSOs are to work together to complete the requirements.

The aspects included herein include the residual risks, related to the activities noted in the Bill of Quantities and the tender documentation, and project specifications. The Environmental Management noted and included has been simply quantified, and are deemed to reduce the risks identified by between 50-75% where the extra control measures are included. The PCs are to note the extra control measures and expand upon them when considering their own activity risk mitigation.

11.1 Site Establishment

The site is made up of multiple PCs working at various stages with varying numbers of workers at any given time. The contractor shall provide electricity, drinking water and portable toilets on site. PCs are expected to link their facilities at their site camps to the services. Site establishment method statements and detailed risk assessments are required for each activity to be completed linking to the construction programme.

Details regarding management of Contractors and Suppliers are contained within the body of the PSHSS. Competent, resourced Contractors are to be used, with an H&S plan approval lead time of 7 days prior to Contractors being able to commence work.

It is expected that PCs and Contractors will respect each other work spaces and operations and communicate with each other to arrange work that overlaps.

11.1.1 Excavations and Foundations

Technical method statements linking to the HIRA are to be created for each activity and guide the excavation processes needed for the connections to sewage, electrical supply, cable lying, or potable water, as well as box cuts for foundations of each of the structures. Some excavations are likely to be up to 10m deep and shoring may be required. Slopes of excavations are to be carefully considered and close monitoring of conditions is required. Due to the clay content, consideration is required for cracks and the potential for collapsing sections of the excavation slopes. The geotechnical report and the PCs Engineers are to ensure the stability of excavations is managed.

A Permit system is required for all medium and high-risk activities, and competent resourced Contractors are to be used if PCs are not doing the work themselves. As far as possible excavations should not be open for more than a day, and no danger tape is allowed to be used for excavation demarcation. Excavations should be protected by the use of rigid fencing with plastic mesh as necessary. Competent supervision is required, with experience in the type of excavations to be done. Registers and inspections are to be completed according to organisational standards and procedures. Appropriate signage and PPE as outlined in the HIRA are to be provided.

Foundations may be required for the construction of the site offices, ablution areas and general office facilities. Method statements and HIRAs, management of ready-mix concrete Suppliers, or own vehicles will be required. PCs are to ensure traffic accommodation, separation of pedestrians and vehicles, and planning for access control.

General housekeeping is to be controlled by each site supervisor / team leader. Areas used for stacking and storage are to be noted on a plan, and appropriately maintained. Poor housekeeping will not be tolerated and a 'clean as you go' approach is to be adopted.

Dust suppression and silica monitoring, during all activities that include cutting and grinding of any cement, grouts etc., as identified by the CHSMs or CHSOs for each PC. Method statements, SWP and DSTIs are to be part of daily activities and each task planned.

12. GEOTECHNICAL REPORT AND PILING

12.1 Construction of Site Facilities

Offices, ablutions and dining facilities will be constructed during site establishment. Temporary works are to be managed by a competent person, all designs will be signed off by the designer and erected and maintained by competent appointed persons. The SANS 10085 is to be applied for all access scaffolding and any other Standards where appropriate.

Temporary abluion facilities are not to include formaldehyde products, and a ration of 1:10 is advised. It is preferable that a bacterial product is used.

12.2 Hazardous Chemical Substances

The aim of this section is to outline to the Principal Contractors and his sub-contractors how hazardous substances, as defined in the Hazardous Chemical Substances Regulations (OHS Act), should be managed.

- Prior to any HCS being brought onto the site or produced on the site, the Principal Contractor shall supply the Magalies Water Project Manager with the following: Material Safety Data Sheets (MSDS) in accordance with the requirements of the OHS Act – Regulations for Hazardous Chemical Substances; Purpose for bringing the hazardous substance onto the site; Proposed arrangements for safe storage; Proposed methods for handling/usage; Proposed method of disposal; and Hazard communication / training plan.
- The information is to be provided at least two (2) working days prior to the expected delivery on site.
- The Magalies Water Project Manager shall approve the use of any hazardous substance after receiving the above information.
- No HCS are not to be brought onto the site until the Magalies Water Project Manager approval is received.
- All HCS containers to be clearly labelled. Containers that are not marked will not be allowed. No HCS to be stored in food or drink containers.
- Users of HCS to wear/use the correct PPE as per the HCS material safety data sheet.
- Users of HCS to be adequately trained in the HCS that they are handling.
- The Contractors to have and maintain a register with all the HCS that they have on site
- SHE Teams **must** be notified of any HCS, explosive, and radiation sources that may enter the premises.

a) Flammable and Combustible Liquids

- Proposals to store fuel on site must have written approval from the Magalies Water Project Manager.
- The volumes of fuel allowed to be stored will depend on site conditions and Statutory Regulations. A maximum storage of 40 litres of fuel is allowed to be stored. Anything greater than 40 litres to be stored in a licensed flammable/combustible liquid store.
- Adequate numbers of dry chemical fire extinguishers shall be provided, installed and maintained.
- Before a machine is refuelled, the motor must be stopped. Refuelling shall take place at designated safe areas and appropriate warning signs installed. Suitable drip trays must be used to prevent spillage at the filling nozzle.
- All fuel storage areas must comply with the following requirements: -
- Storage should be well clear of buildings; Storage areas must be kept free from all combustible materials. All danger signs must be prominently displayed, i.e., Flammable Liquid, No Smoking, and No Naked flames. Hazchem identification. Adequate firefighting equipment must be available. Diesel tanks will be installed in a bund area; bund area must be able to contain 110% of tank capacity. Bund area shall be of a concrete or steel construction. Bund area shall have a lockable drain valve. No other material/equipment shall be stored in the bund area. See Construction Regulation 23, of the OHS Act.

b) Explosives

- Explosives shall not be brought onto the site or be used without the express permission of the relevant Magalies Water / Representative.
- Explosives or detonators shall not be stored on the site.
- Detonators and other explosives shall never be carried in the same box.
- The provisions of all relevant Acts and Regulations shall be strictly observed.

c) Compressed Gas Cylinders (General Safety Regulation 9) and SABS 1548

The following requirements apply to all gas cylinders storage:

- Contractors shall establish storage areas as approved by the Magalies Water Project Manager.
- Storage areas should be well clear of buildings.
- The storage areas shall be fenced, shaded, stable, and solid surfaces.
- For security and ventilation purposes, a wire mesh fence should surround the storage area. Keep the enclosure locked.
- All danger signs must be prominently displayed at storage area; e.g.
- No Smoking and naked flames.
- A protective covering must be provided.
- Adequate ventilation must be provided.
- Storage areas must be kept free from all combustible materials; no other materials must be stored in cylinder enclosure.
- Full cylinders must be kept apart from empty cylinders so that it will not be necessary to open valves to check whether cylinders are empty or full.
- Cylinders must always be chained separately in an upright position and special stands must be used for cylinders.
- Cylinders must be stored in rows with aisle in-between for easy removal in event of fire.
- Mark empty cylinders clearly and move to approved storage areas.
- Adequate fire fighting equipment must be available.
- Cylinders for different gasses must be stored separately.
- Flammable and oxidising gasses must not be stored together; greases and oils must never be allowed to come in contact with oxygen.
- Only flame-proof electrical lighting should be used, if required.
- Cylinders will only be allowed on site in an approved trolley, properly secured and with a chain.
- All gas cylinder torches to have flashback arrestors fitted on both sides.
- Clamps are to be used to separate cables

The following list of substances is likely to be used, but each PC is to compile a list from the specifications provided by their Designers and Contractors and ensure the Safety Data Sheets (SDSs) are obtained and included in all HIRAs. The link to medical surveillance or health risks is to be included.

Table 6: Construction Hazards and Associated Risks

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, will be used for structures, stabilizing. 50kg bags delivered on pallets, ergonomic risk from handling, dust exposure, chromates. Eye, skin and respiratory irritant
Petrol/diesel/lubricants	Storage tanks/ bowsers on site. Fire, spillage, fumes
Herbicides and ant poison	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Coatings	Type not specified, but will be used. Principal Contractor to ensure use of SDSs and appropriate protection measures
Grouts	Will be determined by the Principal Contractor; various grouts will be required, cementitious or other, may contain silica (crystalline - quartz), hexavalent chromium, respiratory, skin and eye irritant

12.3 General Environmental Management

- Planning for access needs to coincide with the MW internal induction programmes and requirements for medical certification of fitness;
- The adjacent water treatment plants do contain chlorine, and the emergency plan will include aspect to manage any Environmental Management;
- Access to site will involve routes through residential areas, and the protection of the public is to be considered at all times;
- Weather extremes may be experienced in winter and summer. Humidity levels are unlikely to be a concern, but the Discomfort Index (DI) is to be calculated and taken into consideration. Where a DI of 105 is likely,

alternative working hours can be suggested to limit work during the hours of 11h00 and 14h00. Snow is unlikely, but temperatures may dip below zero in winter. A weather device is to be installed and each PC is to indicate in a procedure how workers will be protected from such extremes;

- Working hours are to be within the labour relations legislative confines. Procedures for working overtime are to be available, and where extended concrete pours are likely or other such activities, these must be well planned, incorporate shift changes and any other aspects that will keep workers safe;
- Project interfacing. Each PC is expected to ensure that their activities do not overly impact on other PCs. Co-ordination of activities is to be discussed with the Engineers and MW to ensure limiting the risks;
- No key staff may be removed during the decommissioning stages of work, snagging or site de-establishment. Competent supervision will be required at all times, and
- Ongoing Baseline and design risk assessments will be done for each PC as the work progresses.

13. RISK MANAGEMENT

Risk management is to be coordinated as a team effort by each PC as risks are identified. Method statements and written safe work procedures for all the Contractor activities.

It is noted that Risk aspects are not be totally comprehensive, due to the nature of the method of procurement. It is the duty of each PC to ensure that all the hazards are identified, before and during the project, and the necessary activity-based risk assessments are carried out. These risk assessments shall form part of the PSHSP.

14. SAFE WORK PROCEDURES AND PRACTICES

There must be written safe work procedures (SWPs) for all activities. Method statements and Risk Assessments should refer to the SWPs. SWPs are to be used in all DSTI activities. Records for all activities are to be kept that will be verified during auditing processes. Failure to comply with the requirements will be regarded as a serious offence.

15. MANAGEMENT OF ALCOHOL AND SUBSTANCE ABUSE

No person (employees, Contractors, consultants, visitors) shall report for duty or continue with his/her duties, if he/she is under the influence. No person may consume or have in possession alcohol or drugs/controlled substances while on the project site. Employees, Contractors, consultants or visitors shall comply with any reasonable request to undergo random or specific alcohol testing.

16. COMPENSATION ISSUES

The PCs must submit proof of registration and letter of good standing (LoGS) with the compensation fund or with a licensed compensation insurer for his company and each of his Contractors'. Record of validity must be maintained. Work is to be stopped where Contractors are identified with expired LoGSs) The Letter of Good Standing must reflect the name of the Principal Contractor and/or Contractor Company and the nature of business. No one organization may carry the liability or cover for another. Failure to comply with the requirements will be regarded as a serious offence.

17. OCCUPATIONAL HYGIENE MONITORING

The requirement to measure and monitor levels of hazards that affect the health of workers. PCs are to identify the occupational hygiene monitoring requirements that is relative to the products and processes, and risks created by work. Monitoring is to be in line with the legal framework, and use the Approved Inspection Authority (AIA) as defined.

The Contractor shall monitor dust, noise, vibration, lighting, and any other risks caused by mobile equipment, generators and other equipment used during construction. Factors such as weather can affect the intensity to which these impacts are experienced. The use of dampening of noise and vibration produced by equipment or processes is to be applied. Other appropriate mitigation measures are to be implemented as required / agreed upon with the MW PM, ECO and CHSA.

Dust suppression measures must be in place to reduce the dust caused by the movement of heavy vehicles and plant. Gravel roads in use are to be watered a minimum of twice a day. Failure to comply with the requirements will be regarded as a serious offence.

18. MEDICAL SURVEILLANCE PROGRAMME

The PCs shall submit details of their employee Health as part of their PSHSP which shall include a Medical Surveillance Programme.

The PCs must ensure that all persons coming to site to work, including designers, shall be in possession of a valid medical certificate of fitness (CoF). The CoF is also required that is relevant to the type of work (risk based) that the employee will be conducting in the form of Annexure 3, based on an occupational Risk Exposure Profile (OREP) for each category of work. Periodic or Annual medicals to be conducted and as it relates to the exposure until completion of the project unless otherwise advised by the Occupational Health Practitioner (OHP). Medical examinations shall be completed before commencing construction work on site and exit medicals before employee(s) leave record the health status of each worker. CoFs will be placed in the PSHSP and be able to at all times cross reference lists of those working on site. An employer shall not permit an employee who has been certified unfit for work to enter the site until deemed fit by the Occupational Health Practitioner (OHP).

Note: Magalies Water will only accept medical certificates of fitness issued by an Occupational Health Practitioner (means an occupational medicine practitioner or a person who holds a qualification in occupational health recognized as such by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1978 (Act 50 of 1978). An example of an approved medical certificate can be requested from COENG Health and Safety. Failure to comply with the requirements will be regarded as a serious offence.

19. EMERGENCY PREPAREDNESS AND RESPONSE

MW will provide and co-ordinate an overall emergency plan. PCs will develop their own emergency response plan submit this plan in the PSHSP as an addendum. The emergency plans will be adapted to complement the MW emergency plan once on site. PCs will ensure that employees and Contractor employees are trained on the emergency plan on a regular basis. The plan is to detail how emergencies will be managed, taking into account the risk of the works emergency cover and responses. First aiders and fire fighters need to be involved with key employees responsible on the project.

Periodic emergency drills will be undertaken by MW that will include all PCs; however, the principal contractor must initiate his own emergency drills annually with permission from the MW PM.

19.1 Fire Hazards and Management

No open fires are allowed on site. The contractor must ensure that operations are in compliance with statutory requirements at all times. The emergency plan is to ensure fire management is included. Workers are to be trained in firefighting, and appropriate equipment is available for the work being done at the various stages of the project. The designation and organization of site personnel to carry out fire safety duties, including fire watch service if applicable.

High risk products and processes such as using gas, and activities such as cutting, grinding, or any possibility of explosions or fire are to utilize a system of hot work permits and appropriate controls.

20. ENVIRONMENTAL MANAGEMENT

A separate Environment File will be required for the evaluation of compliance as per the conditions of the environmental authorizations. This file will be reviewed and approved by the ECO. The aim of this section is to outline Magalies Water's requirements with regards to management of the environment in and around the construction site. Refer to Project Environmental Management Plan (EMP) /and Generic EMP, Environment Authorizations where applicable.

The following is list of documentation that may be held on site and must be made available to the ECO and/or Approving Authority on request:

- Site Daily Diary /Instruction Book/ Incident Reports;
- Daily Toolbox Talks;
- Copies of ECO Reports (Management and Monitoring);

- Environmental Management Plan (EMP);
- All Environmental Authorisations and Licences;
- Environmental Appointments of Person(s);
- Complaints Register;
- Method Statements; and
- Rehabilitation Plan

Note: A separate Environment File will be required for the evaluation of compliance as per the conditions of the environment authorizations. This file will be reviewed and approved by the ECO. This criteria need to be adhered to by any Contractor before performing work.

20.1 Spillage of Hazardous Chemical Substances

- A register of Hazardous Chemical Substances and Material Safety Data Sheets should be kept on site.
- Herbicide usage
- Herbicide register for usage to be compiled and maintained, and a copy handed to the Project Manager / environmental advisor on completion of the project / contract. The application of herbicides to be in accordance with the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act No. 36 of 1947. Only approved and tested herbicides with a low environmental risk shall be used.
- Only registered pest control operators may apply herbicides on a commercial basis. All staff applying herbicides must be trained in the application of herbicides.

20.2 Fire Hazard

The Contractor shall ensure that staff are educated in fire prevention and will be held responsible to avoid the risk of fire. No area is to be denuded of vegetation to create firebreaks, to prevent or make fires. No open fires are allowed on site. The contractor must ensure that operations are in compliance with statutory requirements at all times.

20.3 Waste

All hazardous waste to be disposed of at a registered waste site and records kept. The contractor and Contractor working on site must ensure that oil, fuel, and chemicals are confined to specific and secure areas throughout the construction period and stored in the appropriate manner in a bunded area with adequate containment for potential spills and leaks. Contractors must ensure that sufficient waste bins / containers are made available for waste control.

- A waste plan is to be compiled before commencing of work.
- A register of hazardous and non-hazardous waste to be kept on-site.
- All waste to be disposed of at a registered waste site and records kept. The contractor should identify this site prior to commencement for all waste streams.
- No waste, whether it be biodegradable or not, is to be left on site once work has ended.
- Domestic and hazardous waste generated will not be burned, buried, or disposed of on Magalies Water or other Landowners' property but will be controlled and removed to a registered waste site on a regular basis (Daily/Weekly/Monthly).
- The contractor and sub-contractor working on site must ensure that oil, fuel, and chemicals are confined to specific and secure areas throughout the construction period.
- These materials must be stored in a bunded area with adequate containment for potential spills and leaks.
- Contractors must ensure that sufficient waste bins / containers are made available for waste control.

20.4 Material Requirement

The use of any material or property belonging to a specific Landowner will not be undertaken prior to arrangements with the applicable Landowner. Written proof of such agreement to be handed to Project Manager for record keeping

20.5 Dust and Noise

The Contractor shall monitor dust and noise caused by mobile equipment, generators and other equipment during construction. Factors such as wind can often affect the intensity to which these impacts are experienced. To ensure that noise does not constitute a disturbance during construction activities, all construction works shall occur between specific working hours. This must be stipulated in the contract. Mitigation measures to be implemented as required / agreed upon with the Project Manager/ Project Environmental Control Officer/Advisor. Dust suppression measures must be in place to reduce the dust caused by the movement of heavy vehicles. All dust road in use should be watered a minimum of twice a day.

20.6 Environmental Incidents

All environmental incidents such as pollution (air, water, land, noise, etc.), bird kills, animals killed, plants destroyed, public complaints etc. must be reported to Magalies Water Project Manager and SAM Health and Safety Officer. Where applicable, RW Project Manager or SAM Health and Safety Officer will inform the Environmental Control Officer/Advisor within 24 hours of its occurrence for further further assistance on the investigation and reporting to Government Authorities.

All environmental incidents occurring on site must be recorded, detailing how each incident was dealt with. Proof thereof must be kept in an incident register.

The Contractor will be held liable for any infringement of statutory requirements of the National Environmental Management Act of 1998 or any other relevant legislation.

20.7 Water

No construction is allowed in regulated areas without environmental authorisations. These are the areas within the 1:100 year floodlines, 500m from a wetland, or in any situation where shallow water tables exist. In the event that it becomes evident that any of these conditions exist appropriate advice must be obtained on the matter. Should any pollution of the watercourse occur, the Department of Water Affairs (DWA) must be notified immediately via the ECO/Corporate Environmental Advisor.

Water usage on site to be verified with the Magalies Water Site's Representative to ensure compliance with legislation. Bore hole water must be verified for human consumption fitness. All incidents related to water contamination to be reported within 24 hours.

Chemical toilets:

- May not be within close proximity of the drainage lines / ways,
- To be closed systems and not soak away French drains types.
- Adequate cleaning services must be provided for maintaining the toilets.
- All spillages from toilets to be cleaned up immediately.

20.8 Handling of Stockpiles and Cultural and Heritage Resource Artefacts

Table 7: Handling of Stockpile, Cultural and Heritage Resource Artefacts

Mitigation Measure	Management Objectives	Measurable Targets
Stockpiles		
<ul style="list-style-type: none"> All stockpiled material must be easily accessible without any environmental damage. All temporarily stockpiled material must be stockpiled in such a way that the spread of materials is minimised. No stockpiles should be placed within the 1:100 flood lines. The contractor must avoid vegetated areas that will not be cleared. Storm water runoff from the stockpile sites and other related areas must be directed into the storm water system with the necessary pollution prevention measures such as silt traps and may not run freely into the immediate and surrounding environments. 	<ul style="list-style-type: none"> Minimise scaring of the soil surface and land features Minimise disturbance and loss of soil Minimise construction footprint Minimise sedimentation of nearby drainage lines Maintain the integrity of topsoil for landscaping and rehabilitation Containment of invasive plant growth 	<ul style="list-style-type: none"> No visible Erosion scars once construction is completed The footprint Has not Exceeded the agreed site. Minimal invasive weed growth No signs of sedimentation and erosion
<ul style="list-style-type: none"> Soils from different horizons must be stock piled such that topsoil stockpiles do not get contaminated by sub-soil material. Topsoil stockpiles must be monitored for invasive exotic vegetation growth. Contractors must remediate as and when required in consultation with the ER and ECO. No plant, workforce or any construction related activities may be allowed onto the topsoil stockpiles. Topsoil stockpiles must be clearly demarcated as no-go areas. Top soil piles must not be higher than 1.5m to avoid compaction thereby maintaining the soil 		
Cultural and Heritage Resources Artefacts		
<ul style="list-style-type: none"> Local museums and the South African Heritage Resources Agency (SAHRA) should be informed if any artefacts are discovered in an affected area. Employees should be aware of procedures to follow in such circumstances. Any discovered artefacts should not be removed and the ECO should be informed so that necessary action can be taken 	<ul style="list-style-type: none"> Proper training to employees on how to deal with artefacts discoveries 	<ul style="list-style-type: none"> Monthly

21. HEALTH AND SAFETY AUDITS AND INSPECTIONS

MW, including government authorities and the CHSA reserve the right to conduct unannounced audits or inspections on PCs or their Contractors. Generally, audits and inspections will be done bi-monthly, but more frequently if deemed required. Results will be available within 5 days of the audit or inspection, but critical issues will be recorded immediately and non-conformances issued.

21.1 Compliance and Approval of PSHSPs

The PC PSHSP will be audited against the PSHSS, construction activities and programme, to confirm compliance to the requirements in the Magalies Water SHE specifications. Once there is compliance will only then the Contractors SHE plan is approved by the Client/Agent. The implementation of the SHE Plan shall be assessed by conducting an Environmental Management and physical conditions evaluation.

21.2 Contractor Health and Safety Performance Evaluation

MW shall evaluate contractor H&S performance on an on-going basis against the legislative and project standards.

21.3 Contractor Internal Audits

PCs are required to conduct internal audits and do audits on their Contractors on at least a monthly basis, or more frequently if high risk activities, or when the scope of work changes. An executive summary of the findings that includes the proposed corrective actions shall be submitted to the MW PM within 5 days of completion. Regular inspections are required, and a report

21.4 Third Party Legal Compliance Verification Audits

Where third party legal compliance verification audits are conducted on PCs or Contractors, a copy of the summary of the findings and corrective actions shall be submitted to MW PM. The written report shall be submitted within 5 days after the completion of the audit.

22. HEALTH AND SAFETY INCIDENT MANAGEMENT (PC AND CONTRACTORS)

A procedure for reporting, investigation and recordkeeping of incidents and accidents is to be provided. The PC shall report all incidents/accidents including near miss incidents, fatalities, shall be reviewed by the H&S committee and the members of the Project Progress meeting notified of corrective actions taken. All corrective action is closed out within 3 months. If this is not practicable within the time frame, then it is to be submitted at a later date agreed to by the MW PM.

Note: Providing the accident/incident investigation report does not exempt the PC from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHSA and COID Act. The Client and CHSA shall participate in any accident/incident investigation if the accident/incident is directly linked to any activity within the scope of the construction project. MW further reserves the right to conduct an independent investigation in any incident and a MW SHEO should be included on the team.

- The Contractor shall compile and implement procedure for Reporting and investigation of incidents – This document sets out the procedures to be followed when reporting, recording and investigating incidents that occur on a construction site.
- The Principal Contractor shall report all incidents/accidents as required in terms of legislation including near miss incidents, first aid, medical treatment, lost time incidents (lost time injuries and fatalities); Section 24 and 25 incidents; electrical contact; property damage; crime, chemical spillage and other environmental incidents immediately.
- Where a fatality or permanent disabling injury occurs at a construction site, Contractor must provide the Provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations 2013 and that the reports included measures that the contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.
- All fatal incidents, employee and contractor incidents, shall be reviewed by the committee within one week after the incident and the members of the Project Progress meeting notified of corrective actions taken. Preliminary investigation information shall be shared.

- An incident portfolio of evidence and a comprehensive and detailed investigation report shall be submitted to the Magalies Water project manager/ Health and Safety Officer within 7 days after the incident which shall include: Date, time and place of incident; Description of incident; Root cause of incident/accident; Type of injury (if any); Medical treatment provided (if any); Persons involved; Names of witness/s; Corrective action to prevent recurrence (with clear deadlines and responsible persons). It is required that all corrective action is closed out within 3 months. If this is not practicable within the time frame, then it is to be submitted at a later date agreed to by the Magalies Water Project Manager.
- The Principal Contractor shall ensure that all accidents/incidents are investigated by him/her and are discussed at the SHE committee meeting held on site. Accidents/incidents shall be investigated and recorded in terms of the requirements of the Occupational Health and Safety Act, the National Environmental Management Act and National Water Act as applicable.
- Please note that providing the Accident/incident investigation report does not exempt the Principal Contractor from providing accident reports required by Statutory Authorities, in particular, the Contractors' responsibility for reporting accidents in accordance with the requirements of the OHS Act and COID Act.
- The Client/Agent shall be allowed to participate in any accident/incident investigation if the accident/incident is directly linked to any activity within the scope of the construction project
- The Principal Contractor shall keep on site/workplace a record of all accidents and incidents reported in the form of the OHS Act Annexure 1 investigation form as referenced in the OHS Act. (Incident Investigation Report)
- Magalies Water reserves the right to conduct an independent investigation in any incident
- Investigation Team below are expected as a minimum for the Principal Contractor to establish for incidents and accidents. In addition to the Principal Contractor and his sub-contractor investigations, Magalies Water will also, separately, conduct its own separate investigation especially for disabling injuries, fatalities, serious environmental legal contraventions and damages to Magalies Water property. The principal contractor and sub-contractor would be required to co-operate with the Magalies Water investigation Team.
- All investigation teams must include at least 1 person (from both the Magalies Water and Principal Contractor) that is competent in Incident Investigation.
- Contractors shall ensure the incident/accident scene is not disturbed until after the investigation unless it is done to prevent further injury or for rescue purposes (OHS Act, Section 24 (2) applies). Investigation shall begin promptly after the incident/accident. Where applicable and with proper authorization, photographs may be taken of the scene of the incident as well as any equipment involved in the incident. The investigation report shall be submitted to Magalies Water Project Manager, within 3 days after the incident occurred unless proof can be given that due to technical or other difficulties, more time is needed.
- It is essential that the Principal Contractor demonstrate that corrective action has been taken and that correction action is communicated to all Contractors staff affected.
- Feedback on the status of close out of corrective actions must be communicated at the following forums: Site Progress Meeting, Project Progress Meeting and at Contractor SHE Meetings.

Parties to be involved in the investigation are as follows:

Table 8: Parties Involved in Investigation

Incident Type	Definition	Chairman:	Attendees:
First Aid Injuries	An incident in which an injured person is treated at the incident scene by the first Aider and released back for duty	Supervisor of Injured Person / Principal Contractor: Relevant Supervisor	Principal Contractor/s and their sub-contractor/s <ul style="list-style-type: none"> • SHE Representative • Construction Safety Officer • Injured

Medical Treatment Injuries	An incident in which an injured person is treated by the OHP/Medical doctor and released back for duty	Principal Contractor's OHS Act Section 16(2) appointee	<u>Principal Contractor/s and / or their sub-contractor/s</u> <ul style="list-style-type: none"> • SHE Representative • Construction Safety Officer • Injured (if possible) • Witness (if any) • Supervisor of the injured Magalies Water. • Project
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<p>Disabling Injuries Including Occupational Diseases</p>	<p>Incident which arises in the course of duty which results in any occupational illness/ injury/ diseases, and giving rise to any related temporary or permanent disablement as determined by the Medical practitioner. The DI will be further classified as disabling in the event of one or more of the following criteria are applicable:</p> <ul style="list-style-type: none"> • The injured person is unable to continue performing his normal duties and tasks for which he/she was employed for 14 days or more, • The loss or more than one day or shift following the day or shift during which an incident occurred, inclusive of weekends, and schedule off-duty days, • All fractures and amputations • A person becomes unconscious, irrespective of the duration, as the results of workplace exposure or any incident, • An occupational illness which necessitates medical treatment and or restricted work and /or days/shifts off-duty, • Compensable occupational diseases recorded as a single DI on the day of diagnosis. • Any damage to the bone such as closed 	<p>Principal Contractor's OHS Act Section 16(2) appointee</p>	<p><u>Principal Contractor/s and / or their sub-contractor/s</u></p> <ul style="list-style-type: none"> • SHE Representative • Construction Safety Officer • Injured (if possible) • Witness (if any) • Supervisor of the injured • OHS Act Section 16(2) of the injured <p><u>Magalies Water</u></p> <ul style="list-style-type: none"> • Magalies Water Site Project Manager • Magalies Water SHE Representative
<p>Fatalities</p>	<p>An incident that occurs at work or arising out of, or in connection with the activities</p>	<p>Principal Contractor's OHS Act Section 16(2) appointee</p>	<p><u>Principal Contractor/s and / or their sub-contractor/s</u></p> <ul style="list-style-type: none"> • SHE Representative

	of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which a person dies,		<ul style="list-style-type: none"> • Construction Safety Officer • Injured (if possible) • Witness (if any) • Supervisor of the injured • OHS Act Section 16(2) of the injured <p><u>Magalies Water</u></p> <ul style="list-style-type: none"> • Magalies Water Project Manager
Near Miss Incidents	An incident that has the potential of causing an injury or negative impact to the environment	Principal Contractor/s Construction Supervisor 6.1 appointee	<u>Principal Contractor/s and / or their sub-contractor/s</u> <ul style="list-style-type: none"> • Person/s affected by near miss • SHE Representative • Construction Safety Officer • Supervisor of the area
Environment Incidents	An event resulting in temporary or permanent cumulative or immediate adverse effects on the environment, e.g. an oil or chemical spillage, or release of toxic gas	Principal Contractor/s Construction Supervisor 6.1 appointee	<u>Principal Contractor/s and / or their sub-contractor/s</u> <ul style="list-style-type: none"> • SHE Representative • Construction Safety Officer • Witness (if any) <u>Magalies Water</u> • Site Project Manager/ Representative • ECO where applicable • Magalies Water SAM Health and Safety Officer/Corporate Environmental Advisor (in the event of major environment incidents)
Damage To Magalies Water/ Third Party Property	Property damage is damage to or the destruction of Magalies Water property, caused either by a person or by natural phenomena.	Principal Contractor/s Construction Supervisor 6.1 appointee	<u>Principal Contractor/s and / or their sub-contractor/s</u> <ul style="list-style-type: none"> • SHE Representative • Construction Safety Officer <p>Witness (if any) <u>Magalies Water</u></p> <ul style="list-style-type: none"> • Magalies Water Site Project Manager • Magalies Water Health and Safety Officer

Crime	An action or omission that constitutes an offense that may be prosecuted by the state and is punishable by law	Principal Contractor/s Construction Supervisor 6.1 appointee	<u>Principal Contractor/s and / or their sub-contractor/s</u> <ul style="list-style-type: none"> • SHE Representative where applicable • Construction Safety Officer <u>Witness (if any) Magalies Water (Where applicable)</u> <ul style="list-style-type: none"> • Magalies Water Site Project Manager • Magalies Water Health and Safety Officer • Detective (SAPS) • Suspect(s) • Witness (if any) • Protective Services Official (if possible)
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23. STATISTICAL REPORTING

PCs are to submit a weekly report each Monday morning on the previous week’s activities, and a monthly report on a MW template or similar by the 2nd of each month. The focus is on leading indicators. A summary of the reports is to be reported on at H&S Committee meetings and site progress meetings.

24. OPERATIONAL CONTROL REQUIREMENTS

The PCS are to ensure that all operational aspects are controlled according to policies and procedures, MW standards where required. All records, registers, appointments and other applicable aspects are to be kept up to date in the H&S file. Filing is to be kept current.

24.1 Notices and Signage

All symbolic safety signage is to conform the requirements of SANS 1186, and be appropriate to the risks and activities on site and at the site camp. Equipment is to include the measured noise levels that are completed by an AIA. The display of the following signs is mandatory.

For Contractors with Site Establishment:

The Contractor Company sign must be posted at their site offices to reflect the name and contact details of the following persons: Construction Supervisor, Health and Safety Manager/Officer, First Aider, Health and Safety Representative and Evacuation Warden. Sign to also include site specific number as per the construction work permit where applicable.

- Radio-Active Material” symbolic signs at radioactive storage areas.
- The location of every first aid box; fire extinguishers and emergency exit is to be clearly indicated by means of a sign.
- At the entrance to premises where machinery is used: Restricted access i.e., “Authorised Person Only” signs on entry.
- When in use, an Explosive Power Tool shall have a sign, warning people of its use.
- The Contractors shall provide the signage where work is conducted and where unauthorised entry is prohibited and/or where alerting and cautioning passers-by to be aware of potential dangers.
- Notices & Signs at entrances / along perimeters indicating “No Unauthorised Entry”.
- Notices & Signs at entrance instructing visitors and non – employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g., “Visitors to report to Site Office”
- Notices & Signs posted to warn of overhead work and other hazardous activities. E.g., General Warning Signs.
- All equipment brought onto the construction site, (including motorised equipment, e.g., bobcat) that requires PPE to be worn during operation, must have the relevant PPE mandatory sign/s attached. The

type and use of PPE will be placed at all entry points to the construction site.

24.2 Plant and Equipment

All plant and equipment, vessels under pressure, on site is to have identification markers that identifies the PCs organisation. Appropriate forms of plant and equipment is to be used, with appropriate registers and maintenance programmes. Registers of all plant and equipment on site are to be kept. Stores and storage to be properly controlled, with competent supervision and in good repair. Maintenance to be completed by the appropriately competent person and operated by trained workers. Identification is required on all of vehicles that are permitted to enter the site. The speed limit within the bounds of the construction site is 30 km/h. No drivers or operator may talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used, and no passengers unless so designed. Magalies Water reserves the right to search any vehicle on the premises or when entering or leaving the premises. The Contractor shall be solely responsible for the safety and security of any of his vehicles (including private vehicles) on the premises.

- a) The Contractor shall implement a site traffic plan (circular movement) to ensure the safe movement of all construction related mobile plant.
- b) Contractors shall implement pedestrian and vehicle routings as part of the site traffic plan to demonstrate the route employees may proceed when coming on or going off shift
- c) All motor vehicles operated by Contractors within the area shall, in all respects, comply with the Road Traffic Ordinance and Road Traffic Act. Designated drivers shall be in possession of a driver's licence, valid for the class of vehicle as well as an operator certificate where applicable. The driver's license shall be kept by the person so authorised and shall produce such card on request.
- d) All drivers of construction vehicles and mobile plant to have medical certificates of fitness. Each Project site will have system/ process to manage vehicle access to site.
- e) The contractor shall attach identification markers on all of his/her vehicles that are permitted to enter the site.
- f) The speed limit within the bounds of the construction site is _ km/h. (To be completed by the project team). A consolidated traffic plan must be in place where there are many vehicles within a project site.
- g) No drivers or operator may talk on cell phones or two-way radios whilst driving, unless a hands-free kit is used.
- h) It is the responsibility of the driver to ensure:
 - He/she and his/her passengers wear seat belts whilst the vehicle is in motion.
 - Comply with all safety, direction and speed signs.
 - Ensure that vehicle loads are properly secured and loaded onto vehicles.
 - Ensure that vehicles are not overloaded.
- i) All requirements with regard to the transportation of tools/equipment/material and persons on the back of construction vehicles must be adhered to:
 - No Personnel to be transported in the back of construction vehicles with tools.
 - Tools, equipment and material to be secured in order to prevent movement;
 - Fixed and firmly secured seats with seat belts – adequate for the number of passengers being transported;
 - The driver and all passengers to be seated with seatbelts fastened whilst the vehicle is in motion. (National Road Traffic Act no 93 of 1996).
- j) The Principal Contractor shall ensure that his employees and those of his subcontractors do not.
 - Ride on back of elevators, cranes or other mobile plant equipment.
 - Leave vehicles unattended with the engine running.
 - Park vehicles in unauthorised zones/areas.
- k) Magalies Water reserves the right to search any vehicle on the premises or when entering or leaving the premises.
- l) The Contractor shall be solely responsible for the safety and security of any of his vehicles (including private vehicles) on the premises.
- m) A current maintenance logbook is required for all cranes and large plant equipment, and shall be available for inspection at any time. The logbook shall be located in the cabin of the crane or plant equipment.

- n) Principal contractor is to ensure that visibility (e.g.: switching on of lights, reflectors, barricades equipped with lights, etc.) is enhanced on all Construction Vehicles and Mobile plants in order to identify the location of the vehicles or plant.
- o) The Contractor must maintain his vehicles in roadworthy condition and a valid license. These vehicles shall be subject to inspection by the Client/Agent's representative. Vehicles which are not roadworthy will not be allowed onto the site. If mobile plant equipment is used on the public road, the same requirements as for vehicles apply and should be adhered to.
- p) In the event where the principal Contractor and his sub-contractor do not own the equipment, the principal Contractor is still responsible for ensuring all conditions are complied with by all of his subcontractors or hire companies.
- q) Drivers/operators shall be responsible for the travel-worthiness of all loads conveyed by them. Precautions shall be taken to lash all loads properly. Loads projecting from vehicles shall be securely loaded and in daytime a red flag and during darkness a red light or red reflective material shall be attached to the extreme end of such projecting material.
- r) All servicing and repairs must be carried out by the Contractor in a designated area.
- s) All waste from servicing must be disposed of in accordance with the environmental legislation.
- t) Every mobile machine whose vision is impaired when reversing must have a siren/hooter, which sounds, when the machine is reversing. This includes trucks, cranes, loaders, etc.
- u) Operators have great difficulty in seeing light vehicles behind their machines. Drivers of light vehicles must avoid stopping or parking in the vicinity of machines. At least 30 (thirty) meters must be left clear between such a vehicle and such a machine.

Drip Trays to be placed under the vehicles where are possible leaks to avoid soil and ground pollution.

24.3 Housekeeping, Stacking and Storage

The Principal Contractor and his Contractor shall maintain a high standard of housekeeping within the site. Lay down areas agreed upon and on plan are to be maintained. Excessive material, plant and equipment are discouraged. Materials/objects shall not be left unsecured in elevated areas and managed by site supervision at all times. A 'Clean as you go' approach is required.

24.4 Stacking and Storage

- Before stacking any material, the Contractor, sub-contractor or their employees must consult the Magalies Water Project/site Manager for allocation of a stacking area, General Safety Regulations 8 of OHS Act.
- Adequate care must be taken by the Contractor to ensure that storage and stacking is correctly and safely carried out.
- Materials/objects shall not be left unsecured in elevated areas –falling objects may cause serious injuries/fatalities
- All packaging material including boxes, pallets, crates, etc. to be removed from the work area immediately

24.5 Waste Control/Reclamation

- Re-usable off-cuts and other re-usable material removed frequently and kept to a minimum in the work areas.
- All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).

24.6 Fall Protection

Focus on limiting fall risks is to be the focus on all structures requiring workers to work at heights. Well- designed access using temporary works are to be utilized where necessary, and limit the need for workers to use fall arrest equipment.

A fall protection plan is required and is to be kept up to date. Fall protection equipment to be implemented where fall prevention is not possible and shall comply with SANS Standards -: SANS 503&508, and 10085 Series or other recognised international standards.

It is preferable that cognizance of life cycle is taken into account and the where maintenance will be required, that built in attachment points are provided.

24.7 Lifting Devices and Cranes

All lifting/crane machine operators shall be competent to operate such machines with valid permits and training certificates. Load testing certificates for lifting devices, slings and chains in line with the statutory requirements are to be kept on record.

No person is to walk or work under suspended loads, including excavators, and between a load and a solid object where they might be crushed if the load should swing or fall. They shall not pass or work under the boom or any crane or excavator. Guide ropes and banksmen to be used to prevent loads from swinging. Rigger requirements are to conform to the statutory and industry standards.

24.8 Excavations and Barricading

No candy tape may be used to demarcate excavations. Where it is impracticable to provide fixed guard railing, effective removable barriers to withstand an impact of at least 100 kg and adequately maintained.

No material to be within 1,5m of the excavation edges. No work shall commence in an excavation unless the excavation has been declared safe by the competent person whilst work is being performed in an excavation, there shall be a supervisor in attendance. All excavations must be on register and inspected daily before work commences and after inclement weather by the contractor's appointed competent person, declared safe and his findings noted in the register. Access ladders are needed with each team within the excavation to ensure egress and easy access.

If an excavation or trench endangers the stability of buildings or walls, shoring, bracing, or underpinning will be provided. Excavations and trenches that are adjacent to backfilled excavations or trenches, or which are subject to vibrations from traffic, or the operation of machinery (e.g., shovels, cranes, trucks), must be secured by a support system, such as shoring, or bracing.

Warning signs and flashing warning lights at night shall be displayed in suitable positions to warn any persons approaching the area of the location and extent of any excavation if needed. Barricades shall be provided at all unguarded openings in guard railing or floors, and shall be maintained in position at all times until the hazard no longer applies.

- Digging, excavation, or driving a peg, pile or spike into the ground operations by the Contractor may not commence without the written authorisation from the Client/Agent's representative.
- Prior to commencing work on any excavation or trench, utility owners shall be contacted and advised of the proposed work and to determine the location of all underground installations; i.e., sewer, telephone, water, fuel, electric, etc. Overhead hazards shall be assessed and dealt with prior to commencement of work. Where details of existing services are not available from the client, the contractor is to make an assessment of the area for such services.
- Adequate precautions shall be taken by the Contractor to prevent slumping of excavations, as well as to prevent rocks and loose material falling onto workers.
- All excavations done by the Contractor are to be clearly demarcated and barricaded to prevent accidental access.
- Only solid barricading will be used at areas where a fall hazard is present. Solid barricading and / or hole covers shall be provided around all holes or openings to prevent any person being injured as a result of a fall. The solid barricading must be visible to prevent persons from coming close to the danger area.
- Barricading must be placed as close as possible to the excavation.
- If an excavation or trench endangers the stability of buildings or walls, shoring, bracing, or underpinning will be provided. Excavations and trenches that are adjacent to backfilled excavations or trenches, or which are subject to vibrations from railroad traffic, road traffic, blasting in open cast mining or the operation of machinery (e.g., shovels, cranes, trucks), must be secured by a support system, shield system or other protective systems (i.e., Steel pile shoring, bracing).
- Where it is impracticable to provide fixed guard railing, effective removable barriers shall be provided at all unguarded openings in guard railing or floors, and shall be maintained in position at all times until the hazard no longer applies.
- Whilst work is being performed in an excavation, there shall be a supervisor, at all times
- All excavations must be on register and inspected daily before work commences and after inclement weather by the contractor's appointed competent person, declared safe and his findings noted in the register
- Emergency – access ladders – access may not be further than 6 meters from the point where any worker within the excavation is working.

24.9 Electrical Supply and Equipment

Electrical distribution boards used shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use. A lock out system is required when electrical equipment is installed to protect workers doing maintenance operations.

Method statements and safe work procedures will be required for all work involving electrical apparatus including competent operators, supervision; registers are to be in place.

24.10 Fire Safety

Contractors must develop a fire safety plan/procedure for the specific construction site prior to commencing work. The procedure must take into consideration the size of the site, type of work being done (e.g., cutting, welding, grinding, etc.) and amount of combustible materials. All workers entering and working in the construction site need to be trained in fire safety and any duties they are required to perform. Pre-existing fire systems in buildings shall be maintained during construction whenever possible. Any changes must be approved by the Client/Agent

The fire safety plan shall include:

- The designation and organization of site personnel to carry out fire safety duties, including fire watch service if applicable.
- The emergency procedures to be used in the case of fire, including: Sounding the fire alarm, notifying the fire department, instructing site personnel, firefighting procedures and integrating with existing emergency procedures.
- The control of fire hazards in and around the building.
- Maintenance of firefighting facilities

Cutting, Welding, and Hot Work Guidelines:

- Prior to cutting or coring of concrete suspended slabs, cast in place or pre-cast walls, slab on grade the contractor must either x-ray the slab or if X-ray is not feasible provide other approved alternate method for determining live electrical concealed in slab or walls.
- Signage shall be posted to ensure no one enters the affected area during X-raying. When welding or cutting work is performed, an adequate number of approved fire extinguishers shall be provided by the contractor.
- The contractor shall provide a thirty-minute fire watch after the operations has ended to ensure that no fire starts.
- Extraction fans to be provided when welding work is performed.

Fire Guidelines:

- Fire alarm shut downs: Contractors must inform the Client/Agent in writing 7 days prior to any part of a fire system being shut down.
- Fire Warning: A suitable means of alerting site personnel to a fire shall be provided, and capable of being heard in all areas of the building.
- Portable Extinguishers: suitable extinguishers must be available in the construction site and in cases of hot work, be readily available at the location.
- Combustible Liquid and Flammable Liquid Storage: storage of combustible and flammable liquid in the construction site is not permitted unless stored in approved flammable cabinets or outdoors away from the buildings.
- Smoking Restrictions: Smoking is not permitted indoors, at entrances to buildings or near air intake systems as per Magalies Water Smoking Policy and legislation requirements.

24.11 Personal Protective Clothing

In terms of Section 8 of the OHS Act, the duty of the employer is to take steps to eliminate or mitigate (hierarchy of control measures) any hazard or potential hazard to the safety or health of employees before resorting to PPE.

Principal contractor's employees and his sub-contractor employees at the construction site, including visitors, shall use the following SANS or the relevant internationally recognised authority approved risk-based PPE at all times, as a minimum:

- Head protection (Hard hat).
- Steel toe capped safety boots.
- Eye protection.
- Long sleeved and long pants protective clothing. NB: At least two of each to be issued to each employee.
- High visibility vests.
- Refer to General Safety Regulation 2 of the OHS Act- if there are particular activities/areas/risk assessments that require a specific type of PPE, then that specific PPE requirement must be adhered to (e.g.: for dusty environments – eye goggles; for welding – welding helmet; etc.).

The Contractor shall ensure that his employees understand why the personal protective equipment is necessary and that they use them correctly. Strict non-compliance measures must be administered to any employee not complying with the use of PPE and shall be removed from the Site. PPE shall be worn in any designated area requiring such a PPE. Issue, Replacement and Control of PPE: The Principal contractor must provide a detailed programme on the issuing, maintenance and replacement of PPE for all his employees and subcontractors on site. The principal contractor is required to keep an updated register of all PPE issued to staff, including that of his sub-contractors

24.12 Permit to Work System

Contractors must adhere to the approved Magalies Water Permit to work system to control identified high risk activities. There will be only one Permit to Work system (Magalies Water) on the construction site.

If the type of work requires that contractors must be trained, competence assessed and authorised in writing to perform the duties of an authorised or responsible person as contemplated in the applicable Magalies Water regulations e.g. Hot Work, Radiation, confined space work, excavation, blasting etc.

The RW Project Manager is to provide more details on the permit to work system for the specific work to be conducted by the Principal Contractor.

24.13 Radiography, Ultrasonic, Non-Destructive Testing (NDT)

The Contractor carrying out radiography, ultrasonic or other non-destructive testing (NDT) on the site must comply with the requirements of the relevant legislations, codes of practice and any specific Client/Agent procedures.

In particular, the Contractor shall ensure that:

- No radioactive sources may be brought onto site without prior written consent of the Client/Agent.
- Where a statutory appointment exists, he has appointed, in writing, a suitably qualified and experienced Radiation Protection Officer to provide advice on the observance of the law and other relevant health and safety matters.
- Radiography areas and clearly identified by the erection of suitable barriers, sirens, warning notices and / or flashing lights. Vehicles transporting shall be clearly identified.
- Radiation operators must submit proof of certification and an annual permit issued by the department of health. Sources must be stored according to legal requirements. All contractors must be informed of X-ray activities-ray work may only commence with a valid permit to work.
- Refer to requirements in: SANS code of practice: 100228: "Code of Practice for the Identification and Classification of Dangerous Substances and Goods". Published by the South African Bureau of Standards.

24.14 Risk Falling Positions

Whenever persons are required to work in a fall risk position where there potential exposure to falling either from, off, or into, a fall protection plan (which includes fall prevention) will be compiled, implemented and reviewed and every possible and practicable means shall be adopted to provide such persons with effective training and safeguards.

All persons required to work in fall risk positions shall be declared medically fit. Working on fall risk positions shall only be carried out under the supervision of a competent person. Safety belts are not allowed to be used in Magalies Water. An appropriate full body safety harness will be worn when working at an elevation of 2 (two) meters or more.

- Mitigation measures to be put in place:
- All tools in fall risk positions must be attached to lanyards, attached to person or structure or effectively prevented from falling.
- Equipment in fall risk positions must be tied back to the structure
- Loose items in fall risk positions. E.g. Bolts and nuts to be kept in tins or similar robust containers and not in paper boxes.
- When working at fall risk positions, nets and/or other suitable material should be used catch falling debris and sparks directly below where the task is being performed
- Roof work discontinued when there is bad/hazardous weather
- Fall protection measures (including warning notices) when working close to edges or on fragile roofing material
- Fall protection includes: Safety harnesses and double lanyards; approved lifelines; and other approved means.
- Fall protection equipment to be implemented where fall prevention is not possible and shall comply with SANS Standards -: SANS 503&508 Series and other recognised international standards.

Scaffolding

- All scaffolding used shall comply with the OHS Act and Regulations as well as SANS 10085.
- Scaffolding erectors to be trained as specified in SANS 10085.
- Scaffolding access ladders shall form part of the scaffold structure and not the ladder register.

Ladders (Portable)

- All ladders used on the site shall be in compliance with the OHS Act and Regulations.
- All Ladders shall have an identification tag, logged in a register, and inspected on a monthly basis and prior to use.
- Damaged ladders shall be marked as "DAMAGED" and removed from the project site.
- Prior to work being performed, a risk assessment must be conducted, and work must be conducted as per General Safety Regulation 6 and 13A and Construction Regulation 10 of the OHS Act.

24.15 Blasting

- A copy of the written permission from the Chief Inspector of Department of Labour shall be obtained before use of any explosive material – refer to requirement in Explosives Regulation 13 of the OHS Act.
- Requirements for the transporting and storage of explosives to be in accordance to Explosives Regulation 13.4 of the OSH Act and SANS 100228 "Code of Practice for the Identification and Classification of Dangerous Substances and Goods" Published by the South African Bureau of Standards.
- Should blasting be necessary during the construction phase, the necessary authorisation must be secured from the relevant authorities. Adjacent land owners must be notified prior to the blasting activities on site.
- The Construction operations may necessitate that ground and rock be blasted. Prior to a blast a siren will have to be sounded. Warning flags will have to be displayed at the entrance to the area of the blast and guards will be placed at strategic points.
- Should the Contractor be required to carry out blasting operations, he is to fully acquaint himself with, and adhere to the blasting procedures and legislation. Every blast must be cleared with the appropriate Client/Agent representative before charges are placed.
- Only a licensed operator is allowed to blast.
- For all blasting operations, a blasting mat shall be used to cover the blasting area so as to reduce the number of flying debris. The method statements and blasting pattern must be approved by the appropriate Magalies Water personnel before and blasting commences. Before any open trench blasting commences, the Contractor shall be in possession of a Blasting Permit (BLP Form) as well as Transport Permit (TTP Form) from the South African Police Service Explosives Section. All tunnel blasting (i.e., Pipe Jacking), shall comply with the Mine Health and Safety Act and the permits shall be issued by the Department of Minerals and Energy

Working near Public Roads

- The Principal Contractor, his employees and subcontractors required to work on or nearby roadways shall wear high visibility vests, and be protected by red cones or flags during daylight and by red or amber flashing lamps at night.
- Work areas must be adequately barricaded so as to preventing unauthorised access.
- Road traffic warning signs shall be placed well ahead of the work area in a comprehensive traffic plan.

24.16 Machinery, Tools and Equipment

The aim of this section is to outline the process used by Magalies Water project management team to ensure that all equipment brought onto site by the Principal Contractor and their sub-contractors is appropriate to the task being performed and in good condition.

The Contractor shall ensure that all machinery, tools and equipment are identified, safe to be used and is maintained in a good condition:

- All machines driven by means of belts, gear wheels, chains and couplings shall be adequately guarded. A machine is guarded when persons cannot gain inadvertent access to the moving parts.
- The Principal Contractor shall ensure that all machinery, tools and equipment to be listed on an inventory list and handed to security with a copy kept on site.
- All machinery, tools and equipment to be regularly inspected at least monthly or as required by legislation and risk assessments, registers of tools shall be kept in the SHE file. The equipment should be numbered or tagged so that it can be properly monitored and inspected.
- All machinery, tools and equipment must have the necessary approved test or calibration documentation where applicable prior to being brought onto the premises and the records shall form part of the SHE plan.
- All fuel driven equipment must be inspected by the Magalies Water SHE Practitioners/Officers prior to mobilizing it onto site.
- All fuel driven equipment must be properly maintained in accordance with the manufacturer's recommendations and legal requirements.
- The Contractor shall supply, at his cost, all items of plant and equipment necessary to perform the work else otherwise indicated.
- The Client/Agent reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should the Client/Agent find that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, the Client/Agent shall advise the Principal Contractor in writing and the Principal Contractor shall forthwith remove the item from the site and replace it with a safe and adequate substitute. In such cases, the Principal Contractor shall not be entitled to extra payments or extensions of time in respect of delay caused by the Client's/Agent's instructions.
- The Principal Contractor/sub-contractor will ensure that he has all the necessary registers to record all tools and equipment.
- All employees shall be competent when operating or using machines and tools i.e. have a valid certificate. And proof of any form of task related training

24.17 Machine Guarding

- An assessment should be conducted in writing to ensure that all machines and tools are fitted with a guard and the assessment should be kept on the SHE file.
- The machine or tool should be guarded to prevent limbs or loose clothing from getting under, into, above or around the dangerous moving parts.
- Every shaft, pulley, wheel-gear, sprocket, coupling, clutch, friction drum, spindle end screw, key, bolt on a revolving shaft, driving belt, chain rope or similar object shall be securely fenced or guarded.
- Guards should form a permanent part of the machine or tool, easy to remove non-corrosive, rigged and as far as reasonable heat resistant.
- Machine guards must be painted on the outside in the same colour as the machine or tool.
- Inside of guards and moving or rotating parts must be painted orange.
- All guards must be inspected by a competent person on a monthly basis as well as by users prior to use. These inspections and proof of corrective action taken must be recorded and kept on site.

Records:

- A register should be used which indicate the name, number of the machine or tool and the number of guards
- The register should be kept on the safety file.

24.18 Hand Tools and Pneumatic Tools/Explosive Actuated Fastening Tools

- All hand tools (hammers, chisels, spanners, etc.) must be recorded on a register and inspected by the supervisor on a monthly basis as well as by users prior to use.
- All pneumatic tools (tools driven by gas, usually compressed air) should be numbered, recorded and inspected at least monthly as well as by users prior to use. And the revolutions per minutes measured in accordance with the manufacturer specifications.
- Tools with sharp points in tool boxes must be protected with a cover.
- All files and similar tools must be fitted with handles.
- It is illegal for a pneumatic tool to be operated by using a compressed gas cylinder. Pneumatic equipment shall only draw supply from mobile air compressors or from compressed air lines installed within the premises after gaining permission from the Client/Agent Representative.
- When using the interlocking type of connection of an airline, connectors shall be secured with wire clips through holes provided to prevent accidental disconnection.
- Compressed air shall NOT be used for any purpose other than that for which it is provided. Compressed air should not be used to remove dust from clothing.
- Hoses to be orderly routed and elevated if required in order to prevent tripping hazards.

Records:

- Check list for hand tools
- Check list for air tools including records of the measurement of revolutions on grinders
- Gas cylinder trolley checklist and register

24.19 Explosive Actuated Fastening Tools

- Written permission to use these tools on site must be obtained by the Magalies Water Project/Site Manager
- Only used by trained / authorised and appointed personnel.
- Prescribed warning signs placed / displayed where tool is in use.
- Work area must be properly isolated/ demarcated during use of tool.
- Inspected at least monthly by competent person and results recorded.
- Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.
- Cleaned daily after use.
- Users should be issued with suitable protective equipment.
- Cartridges and explosive power tools to be stored separately

Records:

Register for the issue and return of cartridges

24.20 Pipe jacking

- No person may enter a tunnel, which has a height dimension of less than 800 millimetres.
- Pipe Jacking shall be supervised and undertaken only by persons fully conversant with this work.
- Pipe Jacking to comply with SANS standards (SPEC 1200 LG-1983), Mine Health and Safety Act. 29 of 1996 and Mineral and Petroleum Resources Development Act (Act 28 of 2002).
- Adequate ventilation and lighting must be provided to employee working inside the tunnel at all times.
- Employees involved in drilling and operation of jackhammers must be provided with ear muffs and shock absorbing gloves
- The launch and reception pits should be properly secured from collapsing, and must be inspected daily by a competent person appointed in writing.
- The working area must be completely fenced off and the pits must be adequately barricaded.
- Where there is presence of groundwater or mud, steel toed gumboots must be provided.
- Employees shall be trained by a competent person on the safe use of the Hydraulic Power pack or winch used to push the pipes

- Hydraulic power packs and winches shall be pressure and load tested and records thereof retained
- Detailed method statements for each area shall be submitted to Magalies Water prior to the commencement of the work.
- A calibrated gas tester/ oxygen measuring meter shall at all times be placed at the working area, and employees will be trained on the use thereof
- An adequate emergency procedure must be submitted to Magalies Water prior to the commencement of the work.

24.21 Asbestos Control Management

The Contractor shall inform the Project Manager and SHE if during construction work, asbestos or suspected asbestos containing material is found. Only Asbestos Approved Contractors can work on asbestos containing material. Asbestos monitoring should be carried out in accordance with MDHS 39/4 during asbestos work. Monitoring should be performed by and Approved Inspection Authority. Medical surveillance should be carried out on all people working with asbestos. The asbestos area should be demarcated and relevant signs should be posted at all entrances and exits. After the asbestos work is finished, a clearance certificate should be issued by a competent person

24.22 Covid 19 Management

The contractor shall compile a COVID 19 file comprising of the following documents;

- COVID 19 Management Plan
- COVID 19 Issue Based Risk Assessment
- COVID 19 Legal Appointments
- COVID 19 Awareness Material

The contractor shall be audited on the file for compliance.

24.23 General Aspects

In summary, the statement made early in the PSHS that the PSHSP is to follow the same outline as this document. The PSHSP requires demonstrating management's commitment to H&S and shall, as include the following elements as support documentation and references to where the information can be found for verification:

- The H&S Policy
- Competent supervision on site (CV's, training certificates and appointments)
- Duties and safety responsibilities of all appointed persons on the project.
- Method Statements, Induction training, Toolbox talks, and on-going H&S training arrangements for employees;
- Occupational Health and Safety communications and meeting arrangements, including daily safe task instructions and project safety meetings;
- Safety awareness promotions;
- Nomination of personnel to carry out H&S audit and inspections. The task may be shared with other duties;
- Contractor Senior Management involvement with Company's staff in consultative processes and daily management Safety walkabouts;
- Occupational Health and Safety Workplace Environment, including provision for monitoring employee exposures to noise, dust, etc.;
- Rules and regulations including safe work procedures the Contractor has in place for recurring work activities;
- Fall protection plan (where applicable);
- Control of dangerous and hazardous substances;
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication;
- Design control and design interaction arrangements;
- Inspection of plant, tools and equipment prior to introduction to site and regularly thereafter;
- Accident incident reporting, recording, investigation and analysis, which ensure that corrective and preventative actions are taken;
- Medical and first aid arrangements;
- Evacuation and emergency planning;

- Substance abuse programme;
- Record keeping, including details of what is kept and for how long;
- Detailed financial allocation for health and safety;
- Personal Protective equipment rules and arrangements;
- Selection, procurement and management of other Contractors;
- Maintenance arrangements of machinery and equipment;
- Designer interaction arrangements;
- Workers welfare facilities, and
- Letters of good standing with a compensation insurer.

The PC shall amend the PSHSP as required by the Client / CHSA, where amendments and updates are provided.

25. CONTRACTORS SHE PLAN

All Contractors must use the applicable SHE information herein to develop a suitable and sufficient SHE plan, submitted with tender documents, which will indicate to the Client/Agent the level of compliance to the SHE requirements. The safety, health and environment plan shall identify each construction activity to be undertaken by the Contractor, the foreseeable internal and external hazards, the specific precautions and controls that shall be necessary to ensure that the works proceeds safely and without risks to health or adjacent operations.

Upon discussions with the Principal Contractor, a final accepted SHE plan would be signed and approved. The Principal Contractor is thereafter required to do the same when procuring other contractors. The Principal Contractor will not be allowed to commence work on site until the SHE plan has been approved.

When a Principal Contractor intends appointing a sub-contractor, the Principal Contractor shall ensure that his SHE Plan is based on the Magalies Water SHE Specification that was issued for the project and he shall further more ensure that the activities of the sub-contractor are included in the SHE Plan to be submitted for approval.

The plan shall demonstrate management's commitment to SHE and shall, as a minimum include the following elements:

- The Principal Contractor/s and their sub-contractor/s' SHE Policy
- Indication of Competent supervision on site (CV's to be included).
- Appointed persons competencies. (E.g., Scaffold erectors, riggers etc.)
- Duties and safety responsibilities of all appointed persons on the project.
- Selection, placement and training procedures, including induction, SHEQ Toolbox talks, and on-going SHE training arrangements for employees.
- Occupational Health and Safety communications and meeting arrangements, including daily safe task instructions and project safety meetings.
- Safety awareness promotions.
- Nomination of personnel to carry out safety inspections. The task may be shared with other duties.
- Contractor Senior Management involvement with Company's staff in consultative processes and daily management Safety walkabouts
- Occupational Health and Safety Workplace Environment, including provision for monitoring employee exposures to noise, dust, etc.
- Rules and regulations including safe work procedures the Contractor has in place for recurring work activities.
- Control of dangerous and hazardous substances.
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Design control and design interaction arrangements (where applicable).
- Daily site safety inspections and audits to ensure compliance to SHE Plan. The auditing role may be shared with other duties.
- Inspection of plant, tools and equipment prior to introduction to site and regularly thereafter. .
- Accident incident reporting, recording, investigation and analysis, which ensure that corrective and preventative actions are taken.
- Medical and first aid arrangements.
- Evacuation and emergency planning.
- Substance abuse programme.
- Record keeping, including details of what is kept and for how long.

- Detailed financial allocation for health and safety.
- Personal Protective equipment rules and arrangements.
- Selection, procurement and management of other contractors.
- Maintenance arrangements of machinery and equipment.
- Designer interaction arrangements.
- Worker's welfare facilities.
- Letter of good standing with a compensation insurer.
- Past health and safety performance statistics of the company (at least two years).

The SHE plans shall be reviewed to ensure that it fully addresses all the issues and complies with the requirements of the SHE Specifications and contract. If necessary, the Contractor shall amend the SHE Plan as required by the Client/Agent Representative

25.1 Omissions from the PSHSS

Every endeavour has been made to address the most critical aspects relating to H&S issues in order to assist the contractor in adequately providing for the H&S of employees on site. However, PCs are required to ensure they stay compliant with statutory requirements and construction programmes and processes and include such aspects in their H&S file.

25.2 Health and Safety File

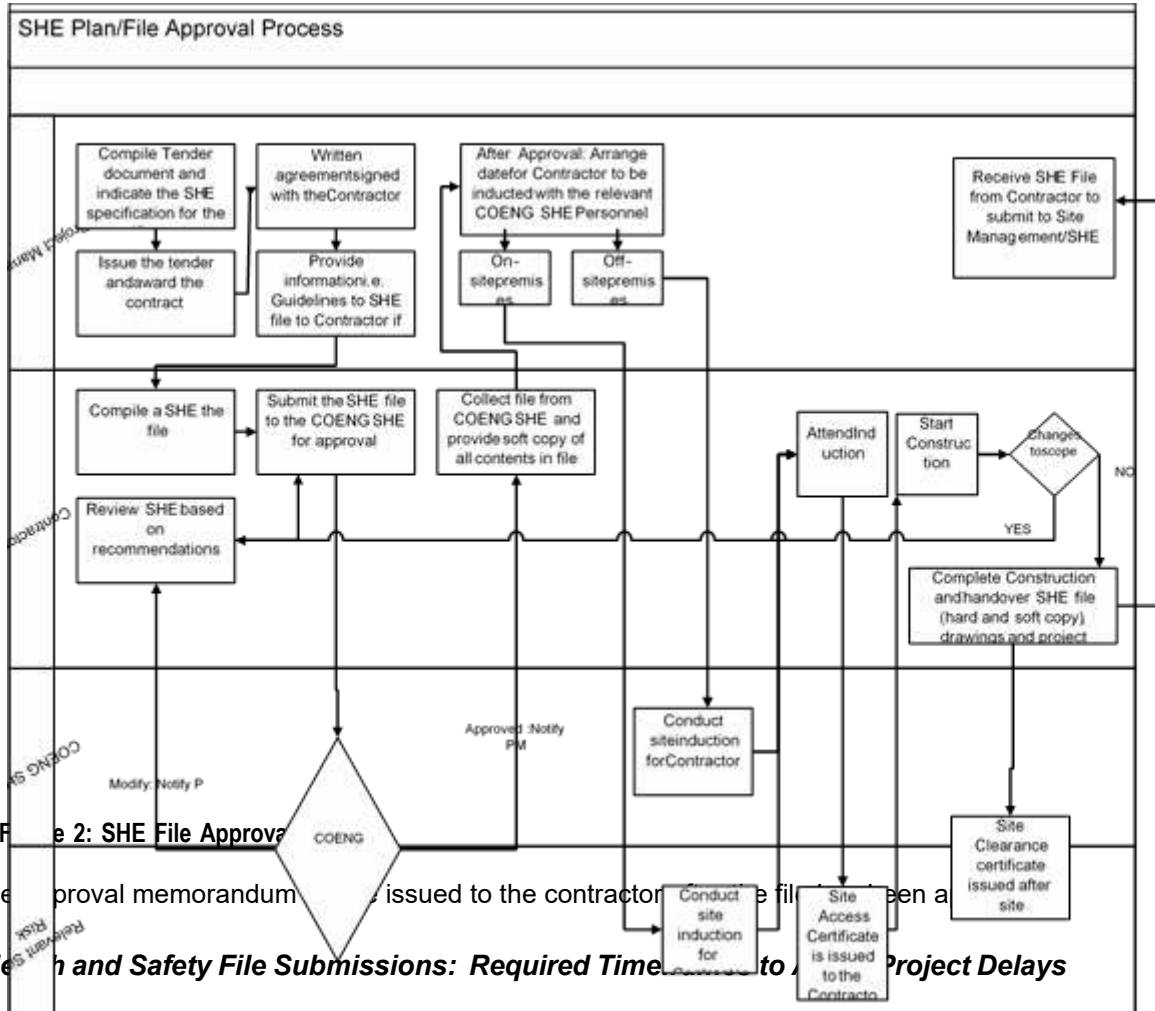
The H&S file will commence once the PC is on site and be maintained. The H&S file must be kept on site and must be available on request for audit and inspection purposes. Regular scanning of documents and records is required as a form of archiving.

A list of critical information to be included in the H&S file on completion of the project will be provided. On completion of the project, all records including the project information should include:

- Information about removal or dismantling of installed plant and equipment;
- Hands information about equipment needing cleaning and maintenance, for future purposes;
- As-built drawings, including nature, location and markings of services.

The H&S file (i.e. hard and soft copy) is to be handed over to the MW PM, and include the entire close out H&S files for Contractors.

25.2.1 SHE File Process



A SHE File approval memorandum is issued to the contractor. The file is then a
25.2.2 Health and Safety File Submissions: Required Time to Project Delays

Table 9: SHE File Submissions Timeframes.

Process	She Specification Part of Tender Documents	No SHE Specification included as part of
Time allowed for preparation of SHE plan/file by the contractor	One week	2 weeks
Submission of SHE plan/File	On the 8th day	On the 15th day
She Officer to review She plan/File	3days- Notify PM and Contractor of outstanding issues	3days- Notify PM and Contractor of outstanding issues
Time allowed for submitting outstanding documents to Client (SHE /PM)	1 week	1 week
Time allowed for resubmitting revised documents to Client	3 Days	3 Days
Final submission and approval	1 Day	1 Day
Duration of Process	3 weeks	4 Weeks

25.2.3 SHE File – Content Checklist

Table 10: SHE File Checklist.

Index No	Description	Remarks
1	Company Profile	Y
2	Project Organogram	Y
3	SHEQ Policy	Y
4	Contact List	Y
5	Magalies Water Project Scope of Work	Client
6	Magalies Water SHE Specification & Baseline Risk Assessment	Client
7	SHE Plan Approval Memorandum	Client
8	Workman Compensation COIDA: Letter of Good Standing	Y
9	Notification to Department of Labour/ or Construction Work Permit	Y
10	37.2: Contractors Written Agreement	Client
11	Site Entry/ Access Certificate	Client
12	List of Sub-Contractors	N/A
13	Section 7(1)(v): Agreements between Principal Contractor and Subcontractors	N/A
14	Environmental Authorizations where applicable	Client
15	Environment Management Plan	Y
16	Traffic Management Plan	N/A
17	Certificates of Competencies	Y
18	Pre and Exit Certificates of Medical Fitness (Annexure 3)	Client
19	Annual Medical Records	Y
20	Staff List with Copies of valid certified ID/Passport Documents and work permits	Y
21	Client Induction Registers	Client
22	Contractors Tools and Equipment Inventory	Y
23	SHE Plans: Description of Item	Required (yes/no)
	Fall Protection	Y
	Structures	Y
	Temporary Works	N
	Excavation Work	N
	Demolition Work	Y
	Tunnelling	N
	Scaffolding	N
	Suspended Platforms	Y
	Rope Access	Y
	Hoisted Materials	N
	Bulk mixing Plants	N
	Explosive actuated fastening device	Y
	Cranes	Y
	Construction Vehicles and Mobile Plant	Y
	Electrical Installations	Y
	Flammable Liquids	N
	Water Environments	Y
	Housekeeping	Y
	Stacking and Storage	Y
	Fire Precautions Construction Welfare Facilities	Y
24	Legal Appointments: As required by the OHS ACT & Regulations	
	Reg. Appointment	Required (yes/no)
	Section 16(1) Top Management i.e., MD or CEO	N
	Section 16(2) Assistant to Chief Executive Officer	N
	Section 17 Health and Safety Representative	Y
	Section 19 Health and Safety Committee	N
	GSR 3 First Aider	Y
	GSR (2) ER9(1) Fire Fighter	N
	GSR 5(1) Confined space Inspector	Y

	DMR 17(2) Goods Hoist Inspector	Y	
	GAR 9 (2) Incident/Accident Investigator	Y	
	DMR18 (11) Lifting Machinery Operator	N	
	DMR18 (5) Lifting Machinery Inspector	N	
	DMR 18 (10) (e) Lifting Tackle Inspector	N	
	EMR 9 Portable Electrical Equipment	Y	
	VUP 10 Portable Gas Container Inspector	Y	
	VUP 13 (1) (b) Pressure Vessels Inspector	N	
	(6) (1) Lift, escalator or passenger	N	
	HCS 3 (3) Hazardous Chemical Substances	N	
	Asbestos 21 Person registered as an	N	
25	Legal Appointments- Required as per Construction Regulations Reg. Appointment Responsible Required Person (yes/no)		
	5(1)(k) Principal contractor	Client	
	7(1)(c)(v) Contractor	Principal	Y
	7(1)(c)(v) Contractor	Contractor	Y
	8(1) Construction Manager	Contractor	Y
	8(2) Assistant Construction Manager	Contractor	y
	8(7) Construction supervisor	Contractor	Y
	8(8) Construction supervisor sub-	Contractor	Y
	8(5) Construction Health and Safety	Contractor	Y
	9(1) Person to carry out risk assessment	Contractor	Y
	10(1)(a) Fall protection planner	Contractor	N
	12 (1) Temporary works supervisor	Contractor	y
	13(1)(a) Excavation supervisor	Contractor	Y
	13(2)(b)(ii)(bb) Professional engineer or technologist	Contractor	N
	14(11) Explosives expert	Contractor	N
	14(1) Supervisor demolition work	Contractor	N
	16(1) Scaffold supervisor	Contractor	N
	17(1) Suspended platform supervisor	Contractor	N
	17(8)(c) Suspended platform expert	Contractor	N
	15(13) Outrigger expert	Contractor	N
	19(8)(a) Material hoist inspector	Contractor	Y
	20(1) Bulk Mixing plant supervisor	Contractor	N
	20(2) Batch plant operator	Contractor	N
	21(2)(b) Explosive Actuated fastening	Contractor	N
	22.2 (g) (i) Explosive Actuated fastening	Contractor	N
	22(e) Tower crane operator	Contractor	N
	23(1)(d)(i)/(k) Constr. vehicle and mobile	Contractor	Y
	24(c)(d) Temporary electrical	Contractor	No
	28 (a) Stacking and storage supervisor	Contractor	
	27 (h) Fire equipment inspector	Contractor	
26	Risk Assessments – Baseline and Activity-Based HIRA		Y
27	Safe Work Procedures and Method Statements		Y
28	Calibration Certificates		N
29	Load Test & Inspection Test Certificates (e.g. Lifting equipment and Tackle)		Y

30	Mandatory Registers Required for All Contracts: <table border="1" data-bbox="319 201 1117 436"> <thead> <tr> <th colspan="2">Description of Item</th> </tr> </thead> <tbody> <tr> <td>Incident recording Register</td> <td></td> </tr> <tr> <td>Principal Contractor SHE Induction Register</td> <td></td> </tr> <tr> <td>First Aid Box Inspection Register</td> <td></td> </tr> <tr> <td>PPE Register</td> <td></td> </tr> <tr> <td>Risk Assessment Communications Register</td> <td></td> </tr> </tbody> </table>	Description of Item		Incident recording Register		Principal Contractor SHE Induction Register		First Aid Box Inspection Register		PPE Register		Risk Assessment Communications Register																																												
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34	Minutes of SHEQ meeting	Y																																																						
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36	Job Observations	Y																																																						
37	Material Safety Data Sheets	Y																																																						
38	Training Records	Y																																																						
39	SHE Rep Monthly Inspection Reports	N																																																						
40	Monthly Inspection /Audit Reports	N																																																						
41	Improvement Reports/Non-conformance Reports (Work Stoppages)	Client to issue																																																						
42	Client SHEQ/ EMS Audit and Inspection Reports	Client to issue																																																						

43	Contractor SHEQ Reports i.e., Contractor weekly report, Monthly Statistics	N
44	Site Clearance Certificate	Client to issue
45	Temporary Site Closure Checklist	Client to issue
46	Copy of the OSHACT	Y



MAGALIES WATER

PROJECT: TSWASA HOUSING PROJECT

CONTRACT No: RFB/MW/ES-07/2026-27/02

TENDER: TSWASA HOUSING PROJECT

C3.7 ENVIRONMENTAL MANAGEMENT PLAN (EMP)

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LIST OF ABBRVIATIONS

ECO	Environmental Control Officer
OHS Act	Occupational Health and Safety Act
EMP	Environmental Management plan
RE	Resident Engineer
SAHRA	South Africa Heritage Resources Agency

POLICY STATEMENT

Magalies Water recognises the importance of protecting the environment. At Magalies Water we will use innovative process design and technology to turn challenges into opportunities for our clients, while caring for the environment in which our clients and we operate.

ENVIRONMENTAL MANAGEMENT PROGRAM (EMPR)

Objectives of the EMPr

- The Environmental Management Plan (EMP) has been devised to guide the company during the project to ensure that significant environmental impacts are mitigated or avoided.
- The EMP aims to ensure environmental protection, meet legal requirements, maintains good community relations and to ensure the sustainability of the project.
- The EMP forms part of the contractual agreement and is legally binding.
- The principles of environmental management are applied at all levels.
- Every employee on site has a right to work in a safe, healthy, and clean environment.
- Magalies Water's activities promotes a safe working environment.
- All employees and sub-contractors take joint and individual responsibility for environmental management and undertake to act responsibly and in an environmentally safe manner.

We have the right and obligation to stop and correct any unsafe act or condition.

Magalies Water 's Construction Manager accepts his responsibility as responsible person in terms of the Act and will appoint an Environmental Officer (a joint Safety and Environmental position) with responsibilities in terms of the OHS Act (Act 85 of 1993). All appointments will be submitted to the relevant responsible person.

LEGAL REQUIREMENTS

This management plan aims to ensure that all legislation relating to the protection of the environmental and prevention of pollution is adhered to. All contractors and sub-contractors are to be guided by this EMP when working or delivering services on this project. The EMP, including a copy of all other environmental approvals must be kept on site.

This Environmental management plan aims to conform to inter alia the following legislation but not limited to:

- Constitution of the Republic of South Africa (Act 108 of 1996)
- The Environmental Conservation Act (Act 73 of 1989)
- National Environmental Management Act (Act 107 of 1998)
- National Heritage Resources Act (Act 25 of 1973)
- Hazardous Substances Act (Act 15 of 1973)
- Occupational Health and Safety Act (Act 85 of 1993)
- National Road Traffic Act (Act 93 of 1996)
- Atmospheric Pollution Prevention Act (Act 45 of 1965)
- The National Water Act (Act 36 of 1998)
- National Veld and Forest Fire Act (Act 101 of 1998)
- The Conservation of Agricultural Resources Act (Act 43 of 1983)
- Health Act (Act 63 of 1977)
- National Environmental Management: Air Quality Act (Act 39 of 2004)
- National Environmental Management: Biodiversity Act (Act 10 of 2004)
- National Environmental Management: Waste Act (Act 59 of 2008)
- National Forest Act (Act 84 of 1998)
- Environmental Impact Assessment Regulations, 2014, promulgated in terms of Section 24(5) of NEMA.
- National Environmental Management: Protected Areas Act, (Act No. 31 of 2004)

- National Forests Act, (Act No. 84 of 1998)

METHOD STATEMENTS

The Method Statements must be project and site specific and should explain in detail the following:

- The manner in which the work is to be undertaken.
- The estimated schedule for the works (timing);
- The area where the works will be executed (location);
- The materials and plant / equipment needed for the works;
- The necessary mitigation measures that need to be implemented to adequately safeguard the environment, construction workers and the public (where applicable);
- Training of employees, where relevant;
- Roles and responsibilities; and
- Monitoring and reporting requirements

ROLES AND RESPONSIBILITIES

Environmental Control Officer

The ECO is an independent party, who conducts independent audits. The ECO will undertake weekly inspections of the site and at least 6 monthly, full compliance auditing against the EMPr and environmental authorisation. The Audit reports will also be made available to the relevant authorities, on their request.

Further duties of the ECO will be the following:

- Monitoring of compliance with the EMPr and the Project Specification.
- Make recommendations on how to best apply the environmental requirements on site and advise the Chief Resident Engineer on the site instructions required to facilitate effective environmental compliance.
- Participate in the quality management system by issuing non-conformances when there are areas of the project environmental requirements that are not being met.

Engineer Consultant

The Engineer will be responsible for managing the planning, design and construction phases of the project. The Engineer shall appoint a Resident Engineer (RE) to act as the onsite implementing agent. The Engineer will furthermore also be required to tend to any environmental matters at the request of the RE and/or the ECO. The Engineer shall assist the ECO where necessary and shall have the following responsibilities in terms of the implementation of the EMPr:

- Regular site inspections;
- Reviewing and approving the Contractor's Method Statements;
- Monitoring and verifying that the EMPr and Method Statements are adhered to;
- Keeping a photographic record of construction activities on site.
- Assisting the Contractor in finding environmentally responsible solutions to problems with input from the ECO where necessary; and
- Communicating all environmental issues to the ECO.

Contractor's Environmental officer

The primary role of the competent Environmental Officer is to coordinate the environmental management activities of the Contractor on site. Specific responsibilities of the Environmental Officer, who will be on site, will include the following:

- Assisting the Contractor in compiling Method Statements;
- Facilitating environmental activities and environmental awareness training of relevant persons on site;
- Exercise an internal compliance management system on behalf of the Contractor;
- Inspect the site as required to ensure adherence to the management actions of the EMPr and the Method Statements;
- Provide inputs to the regular environment report to be prepared by the ECO (as required);
- Liaise with the construction team on issues related to implementation of, and compliance with, the EMPr;
- Maintain a record of environmental incidents (such as spills, impacts, legal transgressions) as well as corrective and preventive actions taken; and
- Maintain public complaints register in which all complaints are recorded, as well as action taken.

MONITORING

Monitoring is required to ensure that the receiving environment at the study area is suitably safeguarded against the identified potential impacts, and to ensure that the environmental management requirements are adequately implemented and adhered to during the execution of the project.

Baseline Monitoring

Baseline monitoring will be undertaken to determine to the pre-construction state of the receiving environment, and it is discussed further in the pre-construction phase of the EMP.

Environmental Monitoring

Environmental monitoring entails checking, at pre-determined frequencies, whether thresholds and baseline values for certain environmental parameters are being exceeded. The parameters and sampling localities used during the baseline monitoring will form the basis of the environmental monitoring programme.

Note that the specifications will include more detailed requirements in terms of environmental monitoring.

Compliance Monitoring and Auditing

The ECO will undertake monthly inspection of the site and a full compliance auditing against the EMPr and Environmental Impact Assessment will be implemented. The aforementioned reports will be submitted to the Project Manager and Environmental control officer.

A document handling system must be established to ensure accurate updating of EMPr documents, and availability of all documents required for the effective functioning of the EMPr. Supplementary EMPr documentation could include:

- Method Statements;
- Site instructions;
- Emergency preparedness and response procedures;
- Record of environmental incidents;
- Non-conformance register
- Training records;
- Site inspection reports
- Monitoring reports;

- Auditing reports; and
- Public complaints register (single register for maintained for overall site).

ENVIRONMENTAL TRAINING AND AWARENESS CREATION

Training aims to create an understanding of environmental management obligations and prescriptive measures governing the execution of the project. It is generally geared towards project team members that require a higher-level of appreciation of the environmental management context and implementation framework for the project. Awareness creation strives to foster a general attentiveness amongst the construction workforce to sensitive environmental features and an understanding of implementing environmental best practices. The various means of creating environmental awareness during the construction phase of the project may include:

- Induction course for all workers before commencing work on site;
- Refresher courses (as and when required); (e.g. should the ECO note that there are issues with waste handling and soil stockpiles and/or litter, a refresher course can be suggested in addition to the various toolbox talks).
- Daily / weekly toolbox talks, focusing on particular environmental issues (task- and area specific);
- Courses must be provided by suitably qualified persons and in a language and medium understood by the workers.
- Erect signage and barricading (where necessary) at appropriate points in the construction domain, highlighting sensitive environmental features (e.g., grave sites, protected trees); and
- Place posters containing environmental information at areas frequented by the construction workers (e.g., eating facilities).
- Training and awareness creation will be tailored to the audience, based on their designated roles and responsibilities. Records will be kept of the type of training and awareness creation provided, as well as containing the details of the attendees.

CONSTRUCTION PLANNING AND ENVIRONMENTAL MANAGEMENT

The planning of the project is usually in phases and the pre- construction phase is largely entailed with conducting the necessary specialist studies, determining the site layout and carrying out the requisite environmental processes to obtain authorisation. General requirements during the pre-construction phase include the following:

- Design to consider and incorporate environmental requirements.
- Define and communicate roles and responsibilities for the implementation of the EMP
- Develop and implement an environmental awareness programme.
- Compile and implement an employment strategy construction labour

Management Actions:

Suitable specialist(s) to identify sensitive environmental features (including watercourses, fauna, and flora) where special care needs to be taken and implement suitable mitigation measures to safeguard these features (e.g., barricading, signage and awareness creation) A qualified / competent person who knows specific vegetation types should embark on a walk-down survey and survey any species of conservation importance that could occur. If any red data species are found, proper mitigation and demarcation measures should be employed. A permit from the appropriate environmental Department is required before construction commences if there is need to remove or disturb the vegetation on site. Should any Orange data listed species be found, these species must be removed prior construction and replanted during rehabilitation process. A qualified professional should be on site prior to construction to identify other species of conservation importance which may occur on site. During site preparation, topsoil and subsoil are stripped separately from each other and must be stored separately from spoil material for use in the rehabilitation phase. It should be protected from wind and rain, as well as contamination from diesel, concrete or wastewater. Records of all environmental incidents must be maintained and a copy of these records must be made available to authorities on request throughout the project execution. Training of construction workers to recognise threatened animal species will reduce the probability of

fauna being harmed unnecessarily. Posters should be displayed on site to sensitise workers to fauna in the region. During site preparation, special care must be taken during the clearing of the works area to minimise damage or disturbance of roosting and nesting sites. No access to no-go areas without the permission of the Project Manager. Contractor to develop method statements to be approved by the Project Manager prior to construction taking place. The plan must show the following (as relevant)

- Contractors' camp and lay down areas;
- Site offices;
- Roads and access routes;
- Gates and fences of the construction camp;
- Essential services (permanent and temporary water, electricity and sewage);
- Rubble and waste rock storage and disposal sites;
- Solid waste storage and disposal sites;
- Site toilets and ablutions;
- Topsoil stockpiles;
- Construction materials stores;
- Vehicle and equipment stores;
- Sensitive environmental features; and
- Any other activities, facilities and structures deemed relevant.
- Design to consider and incorporate environmental requirements.
- Define and communicate roles and responsibilities for the implementation of the EMP.
- Conduct appropriate environmental baseline studies.
- All test pits created as part of geotechnical investigations are to be filled and rehabilitated.
- Determining and documenting the road conditions for all identified haul roads.
- Develop and implement an environmental awareness plan.
- The appointment of an ECO.

Before construction commences, all the sensitive must be clearly demarcated with fencing, a normal stock fence can be utilised, either diamond or rectangular fencing. However, the barricading measures to be utilised should restrict the movement of the fauna in the area from falling into open trenches. Records of all environmental incidents must be maintained and a copy of these records be made available on request throughout the project execution.

During site preparation special care must be taken during the clearing of the works area where organic material must be stored separately from the topsoil and spoil material. Further, the topsoil must also be stored separately from the spoil material to ensure for the protection thereof and that it can be reused during the rehabilitation phase. A suitable position for the construction camp to be selected, in consultation with the ECO.

Prior to establishment of the site camp(s), the Contractor shall produce a plan showing the positions of all buildings, lay down yards, batch plants, vehicle wash areas, vehicle repair area, batching areas and infrastructure for approval by the engineer.

Construction Phase

Site Clearing

Manage environmental impacts associated with site clearing and ensure that only areas that are specifically required for the construction purposes are cleared. No damage to sensitive environmental features outside of construction area, including marked and barricaded watercourses, structures and infrastructure. It is the duty of the ECO to restrict site clearing activities to construction area / domain, clearing of vegetation to be conducted in a phased manner and Vegetative cover for sensitive.

Site Establishment

It is important that we minimise environmental impacts associated with site establishment. No damage to the environment outside construction area during site establishment, no access or encroachment into no-go areas

and ensure there are no justifiable complaints regarding general disturbance and nuisance received from the affected landowners and community members.

Contractor to produce a site plan for the approval by the Project Manager prior to the establishment of the site. Facilities and structures shall be located according to the terrain and geographical features of the project site. Positioning of the storage and lay-down areas should aim to minimise visual impacts.

Minimise disturbance from lighting of the construction camp and site. The extent of the site should by all means be limited, to avoid any additional clearance of vegetation. Every precaution should be taken, to prevent pollution of air, soil, ground and surface water as a result of construction or associated activities at the construction site. The Contractor shall ensure that the Contractors camp and working areas are kept clean and tidy at all times. The Engineer or/and the Environmental Control Officer shall inspect these areas on a regular basis. Contractor shall provide eating areas for all staff. Eating areas be cleaned on a daily basis and shall provide adequate temporary shade. Refuse bins must be placed at all eating areas.

The Contractor shall ensure that the risk of fire at any location on the site is kept to a minimum and shall comply with all safety requirements enforced; these include emergency evacuation procedures, fire preventative measures, etc The Contractor shall supply firefighting 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. This particularly applies to welding activities, etc. No smoking allowed on the site. The contractor is to provide designated safe smoking areas. Fuel, lubricants, transmission and hydraulic fluids shall only be stored in the designated areas that comply with the OHS Act and Hazardous Substances Act.

Open uncontrolled fires will be forbidden at the site camp.

Failure to comply with the general code of conduct, or the rules and procedures implemented at the construction camp will result in disciplinary actions.

The provision of toilets for each sex is required in terms of section 28 of the construction regulation. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises. At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers. Contractor to ensure adequate number of ablution facilities are available and not further than 200 m from the construction working area, except when within the 32 m riparian buffer zone and the ablutions are to be cleaned/ emptied on a regular basis, before they are full and contaminate the environment.

The contractor should ensure that no spillages occur when ablution facilities are emptied, Informal ablutions provide sufficient ablution facilities (e.g., mobile / portable / VIP toilets), at the construction camp and along construction sites, which conform to all relevant health and safety standards and codes. No pit latrines, trench drain systems or soak away systems shall be allowed and all temporary / portable / mobile toilets shall be secured to the ground to prevent them from toppling over due to wind or any other cause.

- Ensure utilisation, maintenance and management of toilet, wash and waste facilities.
- The entrances to the toilets will be adequately screened from public view.
- These facilities will be maintained in a hygienic state and serviced regularly.
- Toilet paper will be provided.
- Sanitary hygiene bins will be provided for female staff.
- The Contractor will ensure that no spillage occurs when the toilets are cleaned or emptied and that a licensed service provider removes the contents from site. Disposal of such waste is only acceptable at a licensed waste disposal facility.
- Should shower facilities be provided for use by staff staying on site, the following controls must be imposed:
 - All discharge from the shower and other washing facilities must be managed to prevent environmental contamination.
 - Use of the shower facilities must be limited to staff or authorised persons only

All vehicles and site equipment must be closely monitored to ensure they do not degrade the environment. The drivers should make use of all the roads and not drive over vegetations. The contractor will ensure that: -

- Vehicles must be maintained and serviced according to the manufacturers' standards
- Daily checklists must be completed by drivers and operators before the vehicles and equipment are used.
- Vehicles and equipment must be turned off when not in use.

- Maintenance of equipment and vehicles will be performed in such a manner so as to avoid any environmental contamination (e.g., use of drip trays).
- No washing of plant may occur on the construction site. Plant to be washed in dedicated areas.
- Drip trays will be provided for the stationary plant and for the "parked" plant.
- All vehicles and equipment will be kept in good working order and serviced regularly. Leaking equipment will be repaired immediately or removed from the site.
- Suitable storage and disposal of hydraulic fluids and other vehicle oils will be provided.

FENCING AND BARRICADES

To ensure and assist with controlled fencing and barricades in the working environment the contractor must ensure the site is barricaded and controlled. 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 when and where required and 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 works. Any fences damaged by the Contractor shall be repaired as soon as possible at his/her cost, and shall be of the standard of the original fence. Fencing/ Barricades to make safe the area will be installed where required.

Management should prevent trespassing of construction workers on private property. Workers should be provided with identity cards and should wear identifiable clothing. Creating nuisances and disturbances in or near communities shall be prohibited. Designated and demarcated smoking areas should be provided, with special bins for discarding of cigarette butts.

ACCIDENTAL LEAKS AND SPILLAGES

The contractor will ensure that emergency response procedure to be in place for dealing with spills and leaks.

- Ensure that the necessary materials and equipment for dealing with spills and leaks are available on site, where practicable.
- Remediation of the spill areas will be undertaken to the satisfaction of the ECO.
- In the event of a hydrocarbon spill, the source of the spillage will be isolated and contained. The area will be cordoned off and secured. The Contractor will ensure that there is always a supply of an appropriate absorbent material readily available to absorb, breakdown and where possible, encapsulate a minor hydrocarbon spillage.
- All staff on site will be made aware of actions to be taken in case of a spillage.
- Provide contact details of person to be notified in a case of spillages – signage to be displayed at strategic points within the construction domain (e.g., workshop, fuel storage area, hazardous material containers).

MANAGEMENT OF WASTE

Waste management is a critical part of the project and as such it is important to minimise environmental impacts associated with waste, apply waste management principles of prevent, minimise, recycle or re-use, with disposal as a last option.

On site a 100% record of all waste generated and disposed at waste disposal facilities should be kept and made available on request. All Waste management activities must comply with the National Environmental Management: Waste Act (No. 59 of 2008).

Vermin / weather-proof bins will be provided in sufficient numbers and capacity to store domestic waste. These bins must be kept closed to reduce odour build-up and emptied regularly to avoid overflowing and other associated nuisances.

Where possible, waste must be separated at source (e.g., containers for glass, paper, metals, plastics, organic waste and hazardous wastes).

Provide waste skips at the construction areas. These skips should be sufficient in number, the skip storage area should be kept clean, skips should be emptied and replaced before overflowing or spillage occurs.

The Contractor will ensure that no burying, dumping or burning of waste materials, vegetation, litter or refuse occurs. All waste will be disposed of at suitable licensed disposal sites, based on the waste type (general versus hazardous).

The following requirements shall be incorporated into the waste management programme:

Solid Waste:

- Littering on site and the surrounding areas is prohibited.
- Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- All bins must be cleaned of litter regularly.
- All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction 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.
- Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- Waste must be recycled wherever possible.

Liquid Waste

- The Principal Contractor must install and maintain mobile toilets at work sites.
- The Principal 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.
- All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil. Where required, vehicles will be serviced in bunded areas and drip trays will be provided.
- All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

Hazardous Waste:

- No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- The Principal Contractor must maintain a hazardous material register.

MANAGEMENT OF POLLUTION

Ensure that all possible causes of pollution are mitigated as far as possible to minimise impacts to the surrounding environment and that we have no complaints regarding pollution. No waste of a solid, liquid or gaseous nature shall be emitted from the site without approval by the Engineer. Accidental pollution incidents shall be reported to the ECO immediately they occur and shall be cleaned-up (to the satisfaction of the Co-ordinator Environmental Rehabilitation or Environmental Control Officer) by the Contractor or a nominated clean-up organization at the expense of the Contractor.

Water

The following requirements for water pollution management shall apply:

- Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbank or riverbeds takes place
- Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- All fuel, chemical, oil, etc. spills must be confined to areas where the drainage of water can be

controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a watercourse.

- Oil absorbent fibres must be used to contain oil spilt in water.
- During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- Vehicular traffic across wetland areas must be avoided.
- No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the department. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998.
- No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland.
- Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

Air

The following requirements for air pollution management shall apply:

- Speed limits must be implemented in all areas, including public roads and private property to limit the levels of dust pollution.
- Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation.
- Mitigation measures identified during the site-specific study must be implemented.
- The Contractor must notify the principal of all schools within 50m of the site of proposed activities.
- The principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities e.g., dust clouds may reduce visibility affecting sports
- Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- Noise control measures must be implemented. All noise levels must be controlled at the source.
- All employees must be given the necessary ear protection gear. Interested and affected parties must be informed of the excessive noise factors.
- 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. Normal working hours must be clearly indicated to adjacent landowners.
- No loud music is allowed on site and in construction camps.
- No fires are allowed if smoke from such fires will cause a nuisance to IAPs.

Soil

The following requirements for soil pollution management shall apply:

- Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than
- 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- Topsoil stripped from different sites must be stockpiled separately and clearly identified as such.
- Topsoil obtained from sites with different soil types must not be mixed.
- Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and microorganisms in the soil.
- Soil must not be stockpiled on drainage lines or near watercourses
- Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.
- Limited vehicular access is allowed across rocky outcrops and ridges.
- All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.

Noise

The provisions of SANS 10103:2008 will apply to all areas at the perimeter of the site, within audible distance of residents. Working hours to be agreed upon with Project Manager, so as to minimise disturbance to landowners and community members.

No amplified music will be allowed on the site. The use of radios, tape recorders, compact disc players, television sets etc. will not be permitted unless at a level that does not serve as an intrusion to adjacent land-owners. Construction activities generating output levels of 85 dB or more will be confined to the hours during normal working hours. The Contractor will take preventative measures (e.g. screening, muffling, timing, pre-notification of affected parties) to minimise complaints regarding noise and vibration nuisances from sources such as power tools.

The contractor must place cover material over charge holes to prevent fly rock when blasting.

The contractor should be sensitive to noise disturbance. Where possible noise should be times after school hours or at appropriate times near any clinics.

Dust

Appropriate dust suppression measures or temporary stabilising mechanisms to be used when dust generation is unavoidable (e.g., dampening with water, chemical soil binders, straw, brush packs, chipping), particularly during prolonged periods of dry weather. Dust suppression to be undertaken for all bare areas, including construction area, access roads, borrow pits, site yard, etc. Fine materials must be covered during transportation. Speed limits to be strictly adhered to. The Contractor will take preventative measures to minimise complaints regarding dust nuisances (e.g., screening, dust control, timing, and pre-notification of affected parties). The contractor must be sensitive to dust and implement dust monitoring measures in accordance to the relevant specialist studies.

Lights

Prior to construction the position and type of lighting will be planned to ensure unnecessary light pollution and all lighting installed on site must not lead to unacceptable light pollution to the surrounding community and natural environment (e.g., use of down-lighters).

Erosion

Protect areas of the construction site that are susceptible to erosion through suitable measures (e.g., watering, planting, retaining structures, commercial anti-erosion compounds). Particular care must be taken to prevent carrying of sediment onto roadways. Any erosion channels caused by construction activities to be suitably stabilised and rehabilitated.

CEMENT AND CONCRETE BATCHING

Cement mixing to take place on an impervious surface (e.g., cement mixing pit) and batching operations to take place in a designated area, which will be kept clean at all times.

Location of batching plant to be approved by the Project Manager and Environmental Control Officer, with due consideration of the relevant management measures. Ensure separation of clean and dirty water from batching plant. Wastewater from batching operations to be suitably disposed of.

Waste concrete and cement sludge to be removed on a regular basis (to prevent overflowing) and to be disposed of at a suitable facility.

Unused cement bags will be stored in an area not exposed to the weather and packed neatly to prevent hardening or leakage of cement.

Used cement bags will be stored so as to prevent windblown dust and potential water contamination. Used bags will be disposed of adequately at a licenced waste disposal facility. Limit concrete batching to single sites where possible and cleaning of equipment and flushing of mixers will not result in pollution, with all contaminated wash water entering the waste water collection system.

To prevent spillage onto roads, ready mix trucks will rinse off the delivery shoot into a suitable sump prior to leaving the site. Suitable screening and containment will be in place to prevent windblown contamination from cement storage, mixing, loading and batching operations. All contaminated water and fines from exposed aggregate finishes will be collected and stored in sumps and will be adequately disposed of. All visible remains of excess concrete will be physically removed on completion of the plastering or concrete pouring and disposed of in an acceptable manner. Any spilled concrete to be cleaned up immediately

MANAGEMENT OF TOPSOIL

- Remove topsoil (approximately 300 mm) from all areas to be disturbed during construction activities and stockpile it for rehabilitation purposes
- Remove subsoil (the layer beneath the topsoil) from all areas to be disturbed during construction activities and stockpile it for rehabilitation purposes.
- Store topsoil and subsoil in separate stockpiles
- Ensure that topsoil stockpiles are shaped convexly and are no more than 2 m high
- Monitor topsoil and subsoil stockpiles regularly to identify any alien plants, and remove these to prevent contamination of the seed bank
- Clearly mark soil stockpiles to identify the soil type
- Earthworks and clearing will be limited to the stipulated footprints of the infrastructural areas.
- Place infrastructure in already transformed areas or where transformation will occur as far as possible.
- Avoid drainage lines and sensitive soils (particularly Sepane soil form).
- Ameliorate altered physical and chemical properties of soil using appropriate methodologies and monitoring the progress thereof.
- All staff and contractors handling topsoil and sub-soils are to receive the necessary training in terms of stripping guide, handling, and storage procedures.
- Restore affected surface areas to their pre-disturbance potential.
- The surface will be contoured to potentially replicate the pre-mining conditions.
- All soils compacted because of activities falling outside of project footprint areas should be ripped and profiled.
- To prevent the erosion of topsoils, management measures to minimise erosion should include installation of berms, silt traps, hessian curtains and other appropriate engineering materials/designs at erodible areas and storm water diversion away from areas susceptible to erosion.

MANAGEMENT OF EXCAVATIONS

- Minimise environmental impacts associated with excavations.
- No damage to sensitive environmental features outside construction area during excavations
- Construction activities to remain within the designated construction areas.
- Subsoil and overburden should be stockpiled separately to be returned for backfilling in the correct soil horizon order. Suitable barricading to be erected around open excavations / trenches, as per the Construction
- Inspect open trenches at least daily basis to ensure that animals have not become trapped. Such animals will be safely removed and released, where possible. Special equipment for handling of venomous snakes should be available on site to ensure safe removal Filing of trenches to make provision for subsidence.

MANAGEMENT OF FLORA

- Preserve protected flora species outside of construction areas. Control alien plants and noxious weeds. No unpermitted disturbance to protected flora species. On-going eradication of alien plants and noxious weeds.
- A qualified and / or appropriately experienced Botanist or an experienced person who knows specific vegetation types well should mark any species of conservation importance and other medicinal plants when the route is pegged.
- A permit from the department is required before construction commences in order to remove or disturb protected trees. Promote awareness to all personnel. During construction activities, monitoring and control of alien weeds and invaders through hand removal; slashing (annuals) or chemical control (perennials). Chemical control may only be done upon approval from the ECO.
- Construction activities should be restricted to the footprint area. All workers must be trained before construction commences.
- Retain vegetation within the construction site, wherever possible.

MANAGEMENT OF FAUNA

Ensure the protection of animals No direct / indirect harm to animals from construction activities and comply with the requirements of the National Environmental Management: Biodiversity Act (No. 10 of 2004), Natal Nature Conservation Ordinance 15 of 1974 and Animal Protection Act (No. 71 of 1962).

No wilful harm to any animals, unless a direct threat is posed to a worker's health or safety.

Animals residing within the designated area shall not be unnecessarily disturbed.

Before construction starts, construction workers must be educated with regards to littering and poaching. The Contractor and his/her employees shall not bring any domestic animals onto site.

Toolbox talks should be provided to contractors regarding disturbance to animals.

Construction areas must be demarcated but should allow for the migration of small faunal species out of the construction zone. Fencing types must be selected for minimal disturbance to animal movement corridors (e.g., palisade fencing is preferable to diamond-mesh fencing).

Any fauna (mammal, bird, reptile and amphibian) that becomes trapped in the trenches or in any construction or operational related activity may not be harmed and must be placed rescued and relocated by an experienced person. No vehicles should be allowed to drive through the reserve during the construction activities. No trapping or any other method of catching of any animal or bird may be performed on site. Illegal hunting is prohibited in the site. No dumping of any form is permitted in the site No damage and/or removal/trapping/snaring of indigenous plant or animal material for cooking other purposes will be allowed in the site. Construction camp should not be located within the site.

MANAGEMENT OF WATER

Minimise environmental impacts associated with storm water as well as water services for construction workers. Minimise storm water runoff from the site onto neighbouring roads. Minimise water use through recycling and water efficient practices.

- No visual evidence of erosion caused by wastewater or storm water practices.
- Strict control shall be maintained and the ECO shall regularly inspect the abstraction point and methods used. The connection must be kept in neat working order without leaks or spillages. The ECO should ensure that the a WUL and/or registration has been undertaken for the abstraction of water from the abstraction point (borehole, river etc)
- No environmental contamination associated with wastewater or storm water practices.
- All construction activities to comply with the National Water Act (Act No. 36 of 1998).
- The design of the development must incorporate the SANS 0306:1999 code of practice for the managing of potable water in distribution systems. Manage stormwater from construction site to avoid environmental contamination and erosion. Prevent leakages from pipes or taps.

Establish a dedicated vehicle maintenance area and wash-bay, where suitable storm water management measures are in place to prevent pollution. Manage storm water from construction site to avoid environmental contamination and erosion. Settling will be allowed for in a high-capacity attenuation pond downstream of the site. Storm water runoff from workshops, vehicle maintenance area, wash-bays and other potential pollution sources shall be collected and treated in hydrocarbon separation pits/tanks before discharged to drains and waterways.

MANAGEMENT OF WATERCOURSES

Ensure that the wetlands and other water bodies on and nearby the site are protected and incur minimal negative impact to resource quality.

Minimise the habitat unit destruction and potential loss of wetland/aquatic-dependent biodiversity. The water quality of the river and wetlands must not be altered as a result of construction related activities.

Rivers

Erosion prevention and sediment control measures (riparian and instream) are imperative and need to be implemented throughout the entire length of the pipeline route as well as the access roads. Temporary and permanent erosion control methods may include silt fences, flotation silt curtains, retention basins, detention ponds, interceptor ditches, seeding and sodding, riprap of exposed embankments, erosion mats, and mulching; During the pipeline construction all rubble generated must be removed from the site and not dumped in the instream or riparian habitats;

The riparian conservation buffer area is 32 m from the edge of the aquatic habitat which includes the wetted area. No construction vehicles or activities are permitted within this buffer zone. All activities should be outside of this area with the exception of the pipeline construction site and access roads; Direct impacts to river substrate/habitat must be avoided to the greatest extent possible by planning construction/installation activities to minimize disturbance of the river bottom. Measures to limit impacts on instream habitats include undertaking construction activities in periods when flow in the aquatic systems are at their minimum (winter months);

The project footprint should be limited to a minimum and should be clearly demarcated. Heavy machinery should not be permitted to move beyond the demarcated Sand and aggregate for concrete may not be obtained from within the riverbed or riparian zone but must be sourced from elsewhere; Contamination of the river system with unset cement, cement powder or pipeline spills should be negated as it is detrimental to aquatic biota;

A spill containment plan is required to be in place prior to construction to minimize the potential impacts of spills or leaks of hazardous substances. This would include during the start-up and operation and potential spills;

An aquatic monitoring survey needs to be conducted during the course of construction activities so that impacts can be assessed and adaptive management practices implemented if necessary. Aspects should include those assessed during this report;

Quarterly rehabilitation surveys need to be conducted of the vegetation on the riverbanks for a period of at least a year after construction has been completed to assess vegetation regrowth and recovery; and

An alien invasive plant management plan needs to be compiled and implemented post construction to prevent the growth of invasive on cleared areas.

Wetlands

The most significant impacts would be to the loss of wetland areas and the altered geohydrology of the systems. The loss of wetlands cannot be mitigated, so mitigation will primarily focus on measures to mitigate interflow disruptions.

- During construction, the preparation of the site and the clearing of areas for infrastructure (e.g., camps, laydown yards etc.) will expose topsoil that could be transported to the wetland areas
- wind or storm water, resulting in sedimentation of these systems. These footprint areas should be kept to a minimum and clearly marked for construction;
- Construction activities and vehicles could cause spillages of lubricants, fuels and construction material which could then be transported to the wetland areas, impacting on the water quality and potentially the functioning of the systems. All vehicles and equipment must be maintained, and all re-fuelling and servicing of equipment is to take place in demarcated areas outside of the wetland areas;
- No equipment may be washed within the watercourse, nor may dumping of construction material into the drainage system take place;
- Adequate sanitary facilities and ablutions on the servitude must be provided for all personnel;
- Make use of existing access routes, or where required, limit the number and extent of access routes for construction traffic across watercourses that may lead to the erosion of banks and disturbances of riparian vegetation; and
- Prevent uncontrolled access of vehicles through wetlands areas that can cause a significant adverse impact on the hydrology and soil structure of these areas through rutting (which can act as flow conduits) and through the compaction of soils.

MANAGEMENT OF ARCHAEOLOGICAL AND CULTURAL FEATURES

To have no adverse impact on the historical inheritance of the area. The protection of land considered to be of traditional cultural value. The protection of known archaeological sites against vandalism, destruction and theft during the construction phase. To avoid damage to or destruction of previously unknown or excavated archaeological artefacts during construction.

The preservation and appropriate management of new findings should these be discovered during construction.

- No archaeological and cultural resources or graves to be damaged during construction.
- For any chance finds, all work will cease in the area affected and the Contractor will immediately inform the Project Manager and Environmental Control Officer.
- The affected area must be barricaded as “no go area”.
- A registered heritage specialist must be called to site for inspection.
- The SAHRA must be informed about the finding.
- heritage specialist will assess the significance of the resource and provide guidance on the way forward.

COMMUNITY LIAISON

- Magalies Water and all its Contractors must maintain good relations with communities by respecting their lifestyles. Any disputes should be directed to the Magalies Water Construction Manager for resolution. Record and attend to any complaints from the community.
- Magalies Water must ensure their grievance mechanism is community-friendly and can address and keep record of community grievances. Magalies Water must have a grievance register.

FIRE POLICIES AND PROCEDURES

22.1 Fire Fighting and fire Equipment

All workshops and offices shall be protected by at least 1 x 9 kg DCP extinguisher for every 100 square meters of floor space or part thereof. Extinguishers shall be situated adjacent to the entrances of contractors' premises and must be hung on wall brackets in such manner that the handle is as near to but not more than 1,25 m above floor level and shall be demarcated by a standard backing board of diagonal 50 mm alternate red and white stripes.

Every item of mobile plant including portable welding equipment, trucks, and cranes must be fitted with at least 1 x 5 kg extinguisher.

Supervision must ensure that there are sufficient numbers of fire extinguishers available for all activities, storage areas requiring firefighting equipment. Should a contractor use an extinguisher to extinguish a fire, it must be sent for re-charging or replacement and records of this must be kept in file

22.2 Flammable Liquids and Gas

Flammable liquids must be kept in a separate store which shall incorporate a temporary bund capable of holding the total liquid content of the store plus 10%, Such store shall be kept locked, ventilated and be fitted with the required signage and fire protection. Flammable liquids shall be deemed to include all petroleum products, solvents and paints. Flammable gas cylinders including oxygen and argon must be stored upright and fastened by means of a chain. Oxygen and acetylene should be stored separately. All relevant signage must be displayed conspicuously. Cylinders to be lifted must be tied to a trolley and safely secured before lifting.

22.3 Signage

Flammable liquid stores shall have suitable pictograms and NO SMOKING and/or NO OPEN FLAME signs prominently displayed at all points.

22.4 Housekeeping

Housekeeping shall be maintained at the highest standard and inspections shall be carried out on a regular basis by Employers Agent. All other refuse generated must be placed in a designated site to be cleared away at a later stage – this be rigorously enforced.

RESTRICTIVE NOTICES

All employees, Visitors and Officials must comply with all restrictive, prohibitive and all other notices displayed.

EMERGENCY PROCEDURE

Magalies Water Emergency Preparedness "Emergency Preparedness Procedure will contain all emergencies pertaining to Environmental Emergencies at the Project. In addition, all Contractors and sub contractor's Emergency Preparedness Procedures must be drawn up and submitted to Magalies Water for approval.

REHABILITATION

All rehabilitation to be carried out will be identified by the Environmental Officer and a project specific rehabilitation plan will be developed.

Temporary Structures

- All temporary building and structures must be disassembled and removed from the site.
- Demolish any building structures no longer required and transfer any waste material to a permitted waste site.
- Break up all concrete structures and transfer the concrete fragments to a permitted disposal site.
- Drain/evaporate all pollution sumps and transfer the waste solids to a permitted waste disposal site.

- Remove all waste from the site (litter, domestic waste) and transfer to a permitted waste site.
- Ensure that all unused building materials, equipment and implements are packed up and removed from the site.

Temporary Services

- If not to be used on a permanent basis, disconnect and disassemble any power, water, sanitation infrastructure on site and remove the components from the site.
- Clear and backfill any voids associated with ablution facilities.
- Backfill those areas where excavation has occurred, in particular, backfill any dangerous voids.
- Ensure that no troughs are created during the backfilling process where water will accumulate.
- Contour and landscape the site so that it is continuous with the surrounding topography or micro topography.

CONCLUSION

The implementation and enforcement of the EMP will require the input of numerous parties, including but not limited to the relevant environmental department, Engineer, Environmental Control Officer (ECO) as well as the Contractor.

