

TSWAING LOCAL MUNICIPALITY

INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: SCM009/2025/26

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS CIVIL ENGINEERING
CONSUTANTS FOR A PERIOD OF Thirty (36) Months

Closing Date and Time: 10/04/2026 @ 16H00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)	N/A	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
MAAA NUMBER		

Please note that it is compulsory for all service providers to complete the above required information



TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 009/2025/26

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

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Contractor

Witness 1

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Employer

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T1.1 TENDER NOTICE AND INVITATION TO TENDER



TSWAING LOCAL MUNICIPALITY REQUEST FOR PROPOSALS

**Bid NO. SCM 009/2025/26 – Appointment of Professional Service Providers
(Consultants)**

**BID NO. SCM 009/2025/26 APPOINTMENT OF A PANEL OF SERVICE PROVIDERS CIVIL
ENGINEERING CONSULTANTS FOR A PERIOD OF Thirty (36) MONTHS.**

Bids are hereby requested from suitably qualified, experienced and professional service providers (Consulting Engineering + Project Management) for the design, compilation of contract document as well as project Management of Municipal Capital Projects.

No Compulsory Briefing:

Tender will also be advertised on E- Tender Portal from Tuesday 24 February 2024.

Submission of Proposals

By Hand: Bid documents with supporting documents must be sealed and externally endorsed with the Bid No., Description and placed in a bid box of the Tswaing Local Municipality, Municipal Building, Cnr Delarey and Government street, Delareyville.

By Post: P.O Box 24, Delareyville, 2770 documents must post in sufficient time for it to be placed in the Tender Box before closing time **16h00, Friday, 10 April 2026.**

Opening of tenders: No tender opening.

Bidders are requested to read and take note of the “returnable document and schedule on the bid document. All companies must be registered on the CSD in compliance with Circular 81 of the MFMA. For Functionality the service provider must score 70/100.

Enquiries

For Technical Enquiries Contact, **Ms G Moipolai**, Manager: Project Management Unit @ **053 948 0073** during working hours. pmu@tswaing.gov.za.

B PHUTHIYAGAE

Acting Municipal Manager

T1.2 TENDER DATA

Clause No.	
F.1.1	The Employer is: Tswaing Local Municipality P O Box 24 Delareyville 2770
F.1.2	The tender document's contents are as follows: Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender (WHITE) T1.2 Tender Data (PINK) Part T2: Returnable Documents T2.1 List of Returnable documents (YELLOW) T2.2 Returnable schedules (YELLOW) THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (YELLOW) C1.2 Contract Data (YELLOW) C1.3 Form of Guarantee (YELLOW) Part C2: Pricing Data C2.1 Pricing Instructions (YELLOW) C2.2 Activity Schedule (YELLOW) Part C3: Scope of Work C3 Scope of Work (BLUE) Part C4: Site Information C4 Site Information (GREEN) Part C5: Additional Relevant Documents (WHITE)

F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.
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F.1.4	The Employer's Representative is:	Ms G.Moipolai PMU Manager Tel: 053 948 0073
Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received from the TLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.		
F.1.5.1	Reject or Accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.	
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: <ul style="list-style-type: none"> • Failure to submit a signed Joint Venture Agreement for Bidders intending to bid as Joint Venture Partners and any form of MISREPRESENTATION of facts of the company, tenderer will be disqualified. 	
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	

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F.2.4	<p>Confidentiality and copyright</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>
F.2.5	<p>Reference documents</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>
F2.6	<p>Acknowledge Addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>
F.2.7	<p>Clarification meeting</p> <p>No Compulsory briefing</p> <p>No individual should represent more than one tenderer at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification.</p> <p>All joint venture partners must be individually represented at the compulsory clarification meeting.</p>
F.2.8	<p>Seek clarification</p> <p>Questions or queries must be submitted to the PMU manager at least five (5) working days before the stipulated closing date and time of the tender. However, TLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer</p>
F.2.10	<p>Pricing the tender</p> <p>State the rates and prices in Rand</p>
F.2.11	<p>Alterations to documents</p> <p>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 sign next to all such alterations. Erasures and the use of masking fluid are prohibited.</p>

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F.2.12	<p>Alternative tender offers</p> <p>Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.</p> <p>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</p>
	<p>accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p>
F.2.13	<p>Submitting a tender offer</p> <p>No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked "SCM 009/2025/26: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)" must be placed in Tender Box at Municipal Offices, Tswaing Local Municipality Cnr General Delarey and Government Street, Delareyville.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered.</p> <p>All tenders received by the Tswaing Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.</p>
F.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM C Authority of Signatory."</p>
F.2.15	<p>Closing date: Friday, 10/04/2026</p> <p>Closing Time: 16h00</p>
F.2.16	<p>Tender offer validity</p> <p>The Tender offer validity period is 90 Days.</p>

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F.2.18	<p>Provide other material</p> <p>1. Proposed Key Personnel</p> <p>The tenderer shall indicate</p> <ul style="list-style-type: none">I. All staff positions/titles proposed for the team and the relationship between them II.Names of key professional people, andIII. Parent firm abbreviation and in brackets (for JVs) after each professional person <p>The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment.</p> <p>In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers and certificates must be certificated.</p> <p>Each CV should give at least the following:</p>
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	<ul style="list-style-type: none">○ Name, Age, parent firm, position in the parent firm and within the organisation of this assignment○ Educational qualifications ○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.○ Summary of experience ○ Language proficiency and ○ References (company name, individual name, position held, contact details) <p>The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment. Failure to submit the signed agreement will result in forfeiting of points.</p> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services.</p> <p style="text-align: center;">2. Joint Venture arrangements,</p> <p>Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards.</p> <p>Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner:</p> <ol style="list-style-type: none">1. Control2. Management3. Operations4. Risk5. Profit and Loss <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (Completion certificate & Appointment letters) Please fill in the exact required information, failing which your bid will be rendered non responsive.</p> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of roads and storm water related projects.</p> <p>The tenderer is required to submit with his tender: Non-Submission of the following documents will result in automatic disqualification:</p> <p>(1) a Tax Compliance Status PIN or an original valid Tax Clearance Certificate issued by the South African Revenue Services; and</p>
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- (2) a certified copy of the Company / CC Registration. In case of Joint Venture – both companies / cc to submit registration documentation.
- (3) Proof of valid professional Indemnity Insurance Cover or letter of intent (R10 000 000 minimum).
- (4) In case of Joint Venture – the Joint Venture Agreement.
- (5) Certified copy of valid Certificate of Good Standing with Compensation Commissioner.
- (6) Proof of qualifications (certified) of key personnel and appropriate professional registration with relevant Professional Council, Body and Association i.e. ECSA, SACPCMP, CESA, SABTACO etc accompanied by a Letter of Acceptance/ Acknowledgement from the Professionally Registered Person/s

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F.3.4	<p>Opening of tender submissions No tender opening</p>
F.3.6	<p>Non-disclosure After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the TLM.</p>
F.3.11	<p>Evaluation of tender offers The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2022.</p>

Contractor

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If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. With regard to the above, certain actions or errors are unacceptable, and warrants **REJECTION OF THE TENDER**, for example:

- Certified or scanned copies of Tax Clearance Certificates. (**Only original tax clearance certificates** must be attached to the Tender document).
 - Non submission of company registration certificates.
 - Non submission of the offer in the prescribed format
 - Pages to be completed, removed from the Tender document, and have therefore not been submitted (tenderer submitting a mixed up tender document).
 - Failure to fully complete the schedule of quantities as required i.e Lump sum provided.
 - Failure to fully complete form of offer.
 - Scratching out without initialling next to the amended rates or information.
 - Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil.
 - If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
 - The Tender has not been properly signed by a party having the authority to do so, according to the **Form C – “Authority for Signatory”** ▪ No authority for signatory submitted.
 - Particulars required in respect of the Tender have not been provided – noncompliance of Tender requirements and/or specifications.
 - The Tenderer’s attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
 - The Tender has been submitted after the relevant closing date and time
 - If any municipal rates and taxes or municipal service charges are owed by that Tenderer or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months.
 - If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
 - Bid offers will be rejected if the bidder or any of his directors is 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.
 - Failure to attach a copy of a valid Joint Venture/ Consortium agreement (if applicable) to the bid document.
 - Failure to submit certified copies of registration certificates and qualification (.
 - Failure to provide professional indemnity insurance or letter of intent.
 - Each page of the Contract portion of this Bid document must be initialled by the authorized person in order for the document to constitute a proper Contract between the EMPLOYER (Tswaing Local Municipality) and the undersigned
 - If any Tenderer who during the last five years has failed to perform satisfactorily

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on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. Failure to complete in all returnable schedules and signing thereof will result in an automatic disqualification.

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2. Size of enterprise and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications, registration and experience of key staff to be utilised on this contract

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all the references will be contacted to obtain their input.

5. Financial ability to execute the contract:

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

6. Good standing with SA Revenue Services

Determine whether an original valid tax clearance certificate has been submitted

Contractor

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- The Tenderer must affix an original valid Tax Clearance Certificate to the designated page of the Tender document.

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

7. Penalties

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

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the Tswaing Local Municipality for a period of 5 years.

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8. Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2022 including the following:

Preference points for this bid shall be awarded for:

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Tswaing Local Municipality.

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F.3.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4: Financial offer, Quality and Preferences</p> <p>In the case of a financial offer, quality and preferences:</p> <p style="padding-left: 40px;">a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</p>
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	<p>b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:</p> <p style="padding-left: 40px;">$T_{EV} = N_{FO} + N_P + N_Q$</p> <p>where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</p> <p>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</p> <p>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</p> <p>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.</p>
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<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

F3.11.9	<p>Scoring quality</p> <p>Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.</p> <p>Calculate the total number of tender evaluation points for quality using the following formula:</p> $N_Q = W_2 \times S_O / M_S$ <p>where: S_O 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</p>
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Functionality Table			
CRITERIA		POINTS	
		MAX	
PROJECT TEAM		40	
Director <small>(DIRECTOR OF THE COMPANY)</small>		20	
	B-Tech/Bsc Built environment + 15 Years' Experience	10	
	Pr registered + 10 Years' Experience	20	
PROJECT TEAM: WATER, SANITATION, ROADS AND STORM WATER, TRANSPORTATION, STRUCTURAL ENGINEERING		20	
Project Engineer		10	
	PrTech(Eng) / Pr Eng + 15 Years' Experience and Labour-Intensive Certificate NQF Level 5 or 7.		
Design Engineer (Civil Eng)		5	
	PrTech(Eng) / Pr Eng + 10 Years' Experience		
Resident Engineer (Civil Eng)		5	
	B-tech/Bsc Eng and Labour-Intensive Certificate NQF Level 5 or 7.		
	<i>Cvs must be accompanied by a Letter of Acceptance/ Acknowledgement from the Professionally Registered Person/s.</i>		
SIMILAR PROJECTS COMPLETED <small>(ATTACH APPOINTMENT LETTERS AND REFERENCE LETTER)</small>		30	
	Projects < 2 Successful Projects R7m ≥ 15m	15	
	2 Successful Projects R15m ≥ R20m/project	20	
	2 Successful Projects > R20m/project	30	
PROPOSED WORK PLAN (APPROACH AND METHODOLOGY)		10	
	No Methodology provided	0	
	Generic methodology, limited understanding	3	
	Clear methodology aligned to scope	5	
	Detailed, project-specific methodology including risks, timelines, and quality control	10	
RESOURCES		10	
	Design softwares (Attach proof of ownership) 5pts for each software, max pts 10.	10	
GRAND TOTALS (POINTS)		90	

Weighting			
30 points	25 points	10 points	Values ranging
25 - 30 = 5	21 - 25 = 5	9 - 10 = 5	5 – Being Excellent
19 - 24 = 3	16 - 20 = 3	7 - 8 = 3	4 – Being Very good
13 - 18 = 3	11 - 15 = 3	5 - 6 = 3	3 – Being good
7 - 12 = 2	6 - 10 = 2	3 - 4 = 2	2 – Being average
0 - 6 = 1	0 - 5 = 1	0 - 2 = 1	1 – Being poor

$P_s = S_o / M_s \times 100$
 Where P_s = percentage scored for functionality by the bid
 S_o = total score of the bid
 M_s = maximum possible score
 Minimum score of **70%** for functionality should be obtain for the bidder to be further evaluated.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	<p>The tenderer is to note that the following Additional Relevant Documents will form part of this contract:</p> <p>(i) Tswaing Local Municipality Supply Chain Management Policy, (ii) The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2022 including the following: (iii) TLM health and safety specifications</p>
F.3.17	<p>Provide copies of the contracts</p> <p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>

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TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 009/2025/26

PROJECT DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

T2.1 LIST OF RETURNABLE DOCUMENTS

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

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The Tenderer must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	DECLARATION OF INTEREST
Form D	AUTHORITY OF SIGNATORY
Form E	DECLARATION OF GOOD STANDING REGARDING TAX
Form F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
Form G	MUNICIPAL UTILITY ACCOUNT
Form H	PREFERENCE SCHEDULE
Form I	PROPOSED KEY PERSONNEL
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form M	SCHEDULE OF PROPOSED SUB CONSULTANTS
Form N	PROPOSED WORK PLAN (APPROACH AND METHODOLOGY)
Form O	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form P	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form Q	TENDERER'S PROJECT STRUCTURE
Form R	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form S	DECLARATION TENDERER'S LITIGATION HISTORY

Returnable Documents that will be incorporated into the contract

C1.1	1. Offer Portion of Form of Offer and Acceptance
C1.2	2. Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

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TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 009/2025/26

PROJECT DESCRIPTION: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

1. NAME OF ENTERPRISE

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

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9 TAX REFERENCE NUMBER _____

10 CIDB REGISTRATION NUMBER _____

10.1 PROFESSIONAL REGISTRATION BODIES _____

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

YES		NO	
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IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

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

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

If Yes, Enclose Proof

.....

23

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

Signature

Date

.....
CAPACITY UNDER WHICH BID IS SIGNED

.....
Name of Bidder

ATTACH THE FOLLOWING DOCUMENTS HERETO

1. **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

- A copy of the Certificate of Incorporation Certified Copies of the ID's of the Directors and
- the shareholders register

3. **For Joint Venture Agreements**

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

4. **For Partnership**

- Certified Copies of the ID's of the partners

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

- Certified Copy of ID

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

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof

24

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

FORM C: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her Representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.....

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

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

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

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars.....
.....

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

**FORM D:
 AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name :

.....

Contact number :

Office address :

.....

30

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

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

Mr

has been duly authorized to sign all documents in connection with the Tender for Contract Number

.....and any Contract which may arise there from on

behalf of

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

acting in the capacity of lead partner, to sign all documents in connection with the tender offer an any contract resulting from it on our behalf.

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

Pro-Forma

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM E:

DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

**ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO
THIS PAGE**

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

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

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

Name of Tenderer:

Date:

Signature :

Full name of signatory:

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

**ATTACH ORIGINAL LETTER FROM BANK TO THIS PAGE
(NOT OLDER THAN THREE MONTHS)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

ATTACH MUNICIPAL UTILITY ACCOUNTS
(not older than three months)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.

DATE:

ADDRESS:

FORM I: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

Please list the personnel that you intend to appoint on this contract.
As per the functionality table

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE

40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J: SCHEDULE OF PREVIOUS EXPERIENCE

The procedure for the evaluation of responsive Bids will be on the average of the **previous three projects** where the firm was involved for TSWAING LOCAL MUNICIPALITY (TLM) projects or other clients. Reference of clients other than TLM **MUST** be provided.

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following: ▪

Experience in the relevant technical field

- **Experience of contracts of similar size**
- **At least three of the references will be contacted to obtain their input.**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. **This information is material to the award of the Contract.**

Description	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel no and Fax

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Tswaing Local Municipality
Project No: SCM 009/2025/26

Project Description: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects

This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		
				Name	Organisation	Tel no and Fax

FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

3. Physical facilities and Buildings.

Description	Address	Owned / leased

4. Equipment

Provide information on equipment and resources that you have available for this project.

1. SOFTWARES	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. COMPUTERS AND PRINTERS			
3. VEHICLES			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

5. Size of enterprise and current workload

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

AND METHODOLOGY

TENDERER TO ATTACH PROPOSED WORK PLAN (APPROACH AND METHODOLOGY)
(Please use MS project Format)

FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Affix Certified Proof of Good Standing with Compensation Commissioner on this page.

FORM Q: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

Contractor

Witness 1

Witness 2

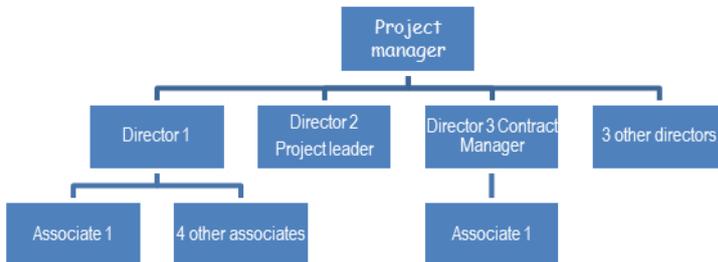
Employer

Witness 1

Witness 2

Project Description: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Head Office:	
Other Offices:	
Registered	
Professionals:Total	
Employees :	
%share in JV agreement	

SIGNED ON BEHALF OF THE TENDERER:.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

FORM R: CERTIFICATE OF INDEPENDENT BID DETERMINATION
(MBD 9)

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

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

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

**CERTIFICATE OF INDEPENDENT BID
DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
 Signature

.....
 Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

.....
Position

.....
Name of Bidder

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 009/2025/26

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPOINTMENT OF PROFESSIONAL SERVICE
PROVIDERS (CONSULTANTS)

C1

AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Professional Indemnity Insurance

C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in _____ respect _____ of _____ the _____ following works:.....

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

By the representative of the 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 VALUE ADDED TAX IS

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

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

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name 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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

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 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s)		
Name(s)		
Capacity		
For the tenderer		
	(Name and address of organisation)	
Name & Signature Of Witness		
	Name	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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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 aforesaid becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Details _____

6 Subject

Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Name & Signature
Of Witness _____ Date _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT CONDITIONS

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8. PLEASE TAKE NOTE

1. GENERAL CONDITIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The General Conditions of Contract shall be those as stipulated in the Prescribed Bid Document and Form of Agreement for Consulting Engineering Services as prepared by CESA.

The Tenderer shall obtain his own copy for reference. Consulting Engineers South Africa (CESA) is the distribution Agent for the sale of FIDIC Publications in South Africa.

The Contact Details for CESA are as follows:

- Telephone Number : (011) 463 – 2022
- Fax Number : (011) 463 – 7383
- E-mail Address : general@cesa.co.za

A publication of guidance notes for the Client/ Consultant model Service Agreement is also available from CESA. The Guidance notes are known as “The White Book Guide” Second Edition, 2001.

2. PARTIES INVOLVED

2.1 Client: Tswaing Local Municipality

The Municipal Manager

Postal Address

PO Box 24

Delareyville

2770

Client Representative is:

B PHUTHIYAGAE

Telephone Number : (053) 948 – 0900

Fax Number : (053) 948 – 1500

E-mail : municipalmanager@tswaing.gov.za/pmu@tswaing.gov.za

Corner Government and General De La Rey Street

Delareyville

2770

2.2 Consultant

Postal Address :

Consultant Representative is:

Telephone Number :

Fax Number :

E-mail :

3. PARTICULAR CONDITIONS

3.1 Definitions

(i) The Project is: Appointment of panel of consultants for professional engineering related services for the period of three years in the Tswaing Local Municipality

3.2 Time for Payment

(i) Payments shall be made within 30 days of receiving an approved invoice with relevant supporting documentation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.3 Currency of Agreement
- (i) Currency of Payment : South African Rand
- 3.4 Languages and Law
- The Language of the Agreement will be English.
- 3.5 Supply of Personnel
- (i) The Consultant agrees to retain qualified and accredited staff for as long as it takes to complete all the specified work within the Contract period or as extended as result of delays to the construction contracts those services relates to.
- (ii) The Consultant will not be entitled to assign and charge for additional personnel, nor charge person-months in excess of those proposed for any position, without the prior approval of the client.
- (iii) The Consultant shall not engage personnel for site supervision or administration functions from outside the Tswaing Local Municipality area unless the required skills and experience are not available in the area.
- 3.6 Insurance for Liability
- Insurance against loss or damage to:-
- (i) Equipment and Materials purchased by the Consultant in whole or in part with funds provided under this Agreement, or equipment and materials supplied under Construction Contract, while in possession of the Consultant, to their full replacement value.
- (ii) The Consultant's property used in the performance of Services.
- (iii) All documents prepared by the Consultant in the performance of services.
- 3.7 Project Specific Professional Indemnity Insurance
- Professional Indemnity insurance against liability in respect of the project of this magnitude is a limit of Indemnity of R5, 000 000 (Five Million Rand) for the duration of the contract. The period of insurance shall be from the commencement date of the services to the expiry date of the policy, which the Client shall endeavour to extend to the end of the duration liability
- 3.8 Conflict of interest/Corruption and Fraud
- The warranty given by the Consultant herein includes the conduct of the following persons:
- 3.8-1 The Consultant and its Directors, Employees, Shareholders or Partners where the conduct of such persons would render the Consultant directly and vicariously responsible and /or
- 3.8-2 The Consultant's Joint Venture member(s) and its/their directors, employees, shareholders or partners where the conduct of such persons would render the Contractor directly and vicariously responsible;
- 3.8-3 Any agent of the Consultant, its joint venture member(s) or partners.
- The Consultant warrants that it and/or any persons referred to in 3.8 (1, 2, & 3) above:
- 3.8-4 have not been convicted of any charge relating to or concerning corruption, bribery or fraud during the 10 year period preceding the Base Date and not having disclosed same in Section D: Returnable Documents.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- 3.8-5 have not committed any act in the ten year period preceding the Base Date which result in it and /or any of the persons referred to in 3.8 (1,2 & 3) above being convicted on a charge relating to or concerning corruption, bribery or fraud.
- 3.8-6 in relation to the Contract has not offered and/or paid (directly or indirectly) by way of a bribe ,gift, gratuity commission or other thing of value ,an inducement or reward to enter into or influence the conclusion of the Contract.
- 3.8-7 will not commit any act which could result in it and/or any of the persons referred to in 3.8 (1, 2 & 3) above being convicted on a charge relating to or concerning corruption, bribery or fraud.
- 3.8-8 will not offer and/or pay (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as a reward or inducement to maintain or alter the Contract and/or for doing or forbearing to do any action in relation to the Contract and /or for showing or forbearing to show favour or disfavour to any person in relation to the Contract.

4. SETTLEMENT OF DISPUTES

4.1 Adjudication

Unless settled amicably any dispute or difference which arises between the Consultant and the Client out of or in connection with the Contractor, including any valuation or other decision of the Client, shall be referred by either party to adjudication in accordance with the attached Rules for Adjudication ('the Rules'). The adjudication shall be any person agreed by the Parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Rules.

5. RULES FOR ADJUDICATION

5.1 General

- (i) Any reference in the Conditions of Contract to the Rules for Adjudication shall be deemed to be a reference to these Rules.
- (ii) Definitions in the Conditions of Contract shall apply in these Rules.

5.2 Appointment of Adjudicator

- (i) The Parties shall jointly ensure the appointment of the Adjudicator. The Adjudicator shall be suitably qualified person.
- (ii) If for any reason the appointment of the Adjudicator is not agreed at the latest within 14 days of the reference of a dispute in accordance with these Rules, then either Party may apply, with a copy of the application to the other Party, to the Chairperson for the time being of the South

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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African Association of Arbitrators, to appoint an adjudicator, and such appointment shall be final and conclusive.

- (iii) The Adjudicator's appointment may be terminated by mutual agreement of the Parties. The Adjudicator's appointment shall expire when the Service have been completed or when any dispute referred to the Adjudicator shall have been withdrawn or decided, whichever is the later.

5.3 Terms of Appointment

- (i) The Adjudicator is to be, and is to remain throughout his appointment, impartial and independent of the Parties and shall and shall immediately disclose in writing to the Parties anything of which he becomes aware which could affect his impartiality or independence.
- (ii) The Adjudicator shall not give advice to the Parties or their representatives concerning the conduct of the Services other than in accordance with these Rules.
- (iii) The Adjudicator shall not be called as a witness by the Parties to give evidence concerning any dispute in connection with, or arising out of, the Agreement.
- (iv) The Adjudicator shall treat the details of the Agreement and all activities and hearings of the Adjudicator as confidential and shall not disclose the same without the prior written consent of the Parties. The Adjudicator shall not without the consent of the Parties, assign or delegate any of his work under these Rules or engaged legal or technical assistance.
- (v) The Adjudicator may resign by giving 28 days notice to the Parties, In the event of resignation. Death or incapacity, termination or a failure or refusal to perform the duties of Adjudication under these Rules, The Parties shall agree upon replacement Adjudication within 14 days or Rule 4 shall apply.
- (vi) The adjudicator shall in no circumstances be liable for any claims for anything done or omitted in the discharge of the Adjudicator's duties unless the act or omission is shown to have been in bad faith.
- (vii) If the Adjudicator shall knowingly breach any of the provisions of Rule 6 or act in bad faith, he shall not be entitled to any fees or expenses hereunder and shall reimburse each of the Parties for any fees and expenses properly paid to him if, as a consequence of such breach any proceedings or decisions of the Adjudicator are rendered void or ineffective.

5.4 Payment

- (i) The Adjudicator shall be paid the fees and expenses set out in the Adjudicator's Agreement.
- (ii) The retainer fee, if applicable, shall be paid in full for:
 - a) being available, on 28 days 'notice, for all hearing and Site Visits.
 - b) all office overhead expenses such as secretarial services, photocopying and office supplies incurred in connection with his duties.
 - c) all services performed hereunder expect those performed during the days referred to in Rule 15.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

- (iii) The daily fee shall be payable for each working day preparing for or attending Site Visits or hearings preparing decisions including any associated traveling time.
- (iv) The retainer and daily fees shall remain fixed for the period to tenure of the Adjudicator.
- (v) All payment to the Adjudicator shall be made by the Consultant who will be entitled to be reimbursed half by the Client. The Consultant shall pay invoices addressed to him within 28 days of receipt. The Adjudicator's invoice for any monthly retainer shall be submitted quarterly in advance and invoices for daily fees and expenses shall be submitted following the conclusion of a Site Visit or hearing. All invoices shall contain a brief description of the activities performed during the relevant period, The Adjudicator may suspend work if any invoice remains unpaid at the expiry of the period for payment, provided that 7 days prior notice has been given to both Parties.
- (vi) If the Consultant fails to pay an invoice addressed to it, the Client shall be entitled to pay the sum due to the Adjudicator and to recover the sum paid from the Consultant.

5.5 Procedure for Obtaining Adjudicator's Decision

- (i) A dispute between the Parties may be referred in writing by either Party to the Adjudicator for his decision, with a copy to the other Party. If the Adjudicator has not been agreed or appointed, the dispute shall be referred in writing to the other Party, together with a proposal for the appointment of an Adjudicator. A reference shall identify the dispute and refer to these Rules.
- (ii) The Adjudication may decide to visit the Site. The Adjudicator may decide to conduct a hearing in which event he shall decide on the date, place and duration for the hearing, The Adjudicator may request that written statements from the Parties be presented to him prior to, at or after the hearing. The Parties shall promptly provide the Adjudicator with sufficient copies of any documentation and information relevant to the Agreement that he may request.
- (iii) The Adjudicator shall act as an impartial expert, not as an arbitrator, and shall have full authority to conduct any hearing as he thinks fit, not being bound by any rules or procedures other than those set out herein. Without limiting the foregoing, the Adjudicator shall have power to:
 - a) Decide upon the Adjudicator's own jurisdiction, and as to the scope of any dispute referred to him,
 - b) Make sure of his own specialist knowledge, if any,
 - c) Adopt an inquisitorial procedure,
 - d) Decide upon the payment of interest in accordance with the Contract,
 - e) Open up review and revise any opinion, instruction, determination, certificate or valuation, related to the dispute,
 - f) Refuse admission to hearings to any persons other than the Client, the Consultant and their respective representatives, and to proceed in the absence of any Party who the Adjudicator is satisfied received notice of the hearing.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- (iv) All communications between either of the Parties and The Adjudicator and all hearing shall be in the language of the Agreement. All such communications shall be copied to the other Party.
- (v) No later than the fifty-sixth day after the day on which the Adjudicator received a reference or, if later, the day on which the Adjudicator's Agreement came into effect, the Adjudicator shall give written notice of his decision to the Parties. Such decision shall include reasons and state that it is given under these Rules.

5.6 Notice of Dissatisfaction

If a Party is dissatisfied with the decision of the adjudication or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28 days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

5.7 Arbitration

A dispute, which has been the subject of a notice of dissatisfaction, shall be finally settled by a single arbitrator under the Rules specified in the Particular Conditions. In the absence of agreement, the arbitrator shall be designated by the chairperson for the time being of the Southern African Association of Arbitrators. Any hearing shall be held at the Tswaing Local Municipality Main Building and in the English Language.

5.8 Termination of Contract

The Contract may be Suspended or Terminated by either the Client or the consultant upon adhering to the following procedures:

5.8.1 Termination by Client

The Client may Suspend or Terminate the Agreement by notice to the Consulting Engineering who shall immediately make arrangements to stop the services if in his opinion the Consulting Engineers.

- (i) Giving at least thirty (30) days notice to the Consulting Engineer who shall immediately make arrangements to stop the services and minimize expenditure.
- (ii) If the Client considers that the Consulting Engineer is without good reasons NOT discharging his duties with due diligence.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- (iii) If satisfactory reply is not received within fifteen (15) days after the receiving of Clients letter, the Client can by a further notice terminate the Agreement provided that such further notice is given within the days of the Clients initial notice.
- (iv) Is NOT executing the works in accordance with the Contract of Agreement, or is neglecting to carry out his obligations under the contractor.
- (v) Has assigned the Contract OR any part thereof without the Client consent in writing, or.
- (vi) The Consulting Engineer furnished inaccurate information in the Schedules forming part of Scope or Work.

5.8.2 Termination by Consulting Engineers

- (i) The Consulting Engineer may by notice of at least thirty (30) days terminate the agreement, or at his discretion and without any prejudice to the right to terminate the Contract of Agreement.
- (ii) If the Client is in material breach of a term of the agreement and fails to rectify the breach within fourteen (14) days of the written notice requiring him to so.

6. TRAINING STRATEGY:

Tswaing Local Municipality is committed to training of Internal technical staff, Students and Emerging Consultants. The successful Bidder/s will be expected to be fully committed to these skills development initiatives by availing a contingency allowance for such training as and when instructed by the Client. Premised on the above, it is thus a requirement for this tender that the Project Team Leader will be a Professional Engineer (Pr Eng) or Professional Engineering Technologist (Pr Tech Eng) registered with the both ECSA and SACPCMP.

- 6.1 Emerging Contractor Training: Emerging Contractor Development Programme managed by the Tswaing Local Municipality will also be incorporated into the project during the construction stage. This training will be provided based on Expanded Public Works Programme initiatives which stipulates that work must be done labour intensive.

7. PERFORMANCE

The Tswaing Local Municipality will evaluate performance of the successful bidder on a quarterly basis in a form of a scorecard covering the efficient and effective execution of the project's aspects in line with Project Management Knowledge Areas and Processes as follows;

- Project Integration Management
- Project scope Management
- Project Time Management
- Project Cost Management
- Project Quality Management
- Project Human Resource Management
- Project Communication Management

- Project Risk Management
- Project Procurement Management

Other aspects will include labour intensive designs and construction methods, provision for accredited training for both labourers and subcontractors, training towards professional registration for students within the municipality employ and Consultancy firm.

7. SPECIAL CONDITIONS

- 7.1 Bid proposals are hereby invited from Suitable Qualified and Accredited Professional Service Providers (Consultants) to assist the Municipality in compiling contract documentation, undertake design development, procurement documentation and construction project management as indicated in the bid document.
- 7.2 The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
- 7.3 All documents accompanying this invitation must be completed in detail, be sealed in an envelope and be deposited in the bid box before the closing date and time.
- 7.4 No telegraphic or facsimile bids/e-mail proposals will be considered.
- 7.5 A non-refundable fee is payable for this document in accordance with the advertisement. This fee must be paid at the cashiers, ground floor at the Finance Directorate, just across the street from the Tswaing Local Municipality Main Building and proof of that must be submitted before collection of the document from the Supply Chain Management Office.
- 7.6 The Tswaing Local Municipality Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.
- 7.7 Only suitable qualified professional services providers (i.e. Structural/ Civil Consulting Engineers, Electrical Consulting Engineers and Project Managers outlined hereunder will be eligible for evaluation:
- (1) If a sole practitioner, the firm must have a professionally registered person as a principal; and
 - (2) If a partnership / close corporation/ company, the firm must have at least 50% of its partners, members or directors professionally registered; and
 - (3) If the company has under its employment a professionally registered person or a sub-consultant that has professionally registered person, proof of thereof must be attached.
- 7.8 A one-envelope system will be used. Prospective bidders are required to submit a technical proposal including the complete bid and mandatory documents in one envelope for the purpose of this submission.
- 7.9 Late bids/ proposals will not be accepted. Please note that bids are late if they are received at the address given in the invitation after the bid closing date and time, and will be returned unopened.
- 7.10.1 Bids/ proposals will be valid for a period of 90 days after the closing date.
- 7.10.2 All bid prices must be quoted in South African currency, include VAT and must be in terms of the latest Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No.46 of 2000).
- 7.10.3 All relevant documents attached to this bid must be completed and signed in ink by an authorized representative of the business.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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- 7.10.4 Once appointed on projects, the base town for re- imbursement of disbursement will be Delareyville or the nearest town closer to the project.
- 7.10.5 Please ensure that you submit and attach the following documents: Compliance to tender conditions
- (i) Original completed and signed applicable bid documents and preference claim forms in terms of the Preferential Procurement Regulations. Each page of the document must be signed.
 - (ii) Original valid Tax Clearance Certificate from the Receiver of Revenue (SARS).
 - (iii) In the case of a Joint Venture, an original valid Tax Clearance Certificate of both partners should be submitted as well as a signed Agreement by both parties.
 - (iv) Copy of Company Registration Certificate from the Registrar of Companies.
 - (v) Proof of qualifications of key personnel and appropriate professional registration with relevant Professional Council, Body and Association i.e. ECSA, SACPCMP, CESA, SABTACO etc accompanied by a Letter of Acceptance/ Acknowledgement from the Professionally Registered Person/s
 - (vi) Member/s must complete (declaration of interest form).
 - (vii) Proof of valid professional Indemnity Insurance Cover (R5 000, 000 minimum).
 - (viii) A record of relevant previous projects managed and completed in the last five years by the firm in a form of appointment letter and key personnel including contact details of client references.
 - (ix) Certified copies of Identity documents of main members/ directors of the firm (Certified three (3) months prior to the closing date of this Bid).
 - (x) Attach copy of Rates and Taxes not older than three (3) months, for both shareholder(s) residential and bidder(s) place of operation.
- 7.10.6 Should all the documents stated in paragraph 7.10.1 and as outlined under Information to Tenderers Section above not be attached, your bid/ proposal will be declared invalid.

C1.3 PROFESSIONAL INDEMNITY INSURANCE

<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>
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TENDERER TO ATTACH PROFESSIONAL INDEMNITY INSURANCE

TSWAING LOCAL MUNICIPALITY

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



PROJECT NO: SCM 009/2025/26

**APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS
(CONSULTANTS)**

C3 SCOPE OF WORK

C3.1 Scope of Work

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4. LOCATION OF WORKS
5. ENGINEERING
6. QUALITY ASSURANCE SYSTEM
7. PROCUREMENT
8. FORMAT OF COMMUNICATION
9. KEY PERSONNEL
10. MANAGEMENT MEETINGS
11. CLAIMS FOR PAYMENT
12. EMPLOYERS RIGHT TO RECOVER COSTS

1. INTRODUCTION

Proposal for the provision of consulting engineering services are requested for planning, preliminary design report, detailed design, drafting construction specification, bid documentation and bid evaluation, construction supervision, monitoring and successful completion of various projects in 2022/23, 2023/24 & 2024/25 financial year. A Professional Service Provider is required to provide the professional services necessary to implement these projects, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

2. OBJECTIVES

The purpose of this document is therefore to invite tenders from suitably qualified and experienced consulting firms for Contract No. SCM 009/2025/26 – Appointment of Professional Service Providers, which will be evaluated using a financial offer, quality and preferences-based system as described in the tender data.

3. EXTENT OF THE WORKS

The work to be tendered under this contract comprises mainly of the following:

1. The preliminary and detailed design of various projects including registration with MIG.
2. The compiling of subsequent Tender documentation including specifications.
3. The community liaison.
4. Acting as OH&S Agent for Tswaing Local Municipality Local Municipality.
5. Provide construction supervision and monitoring.
6. Submission of reports as required by Tswaing Local Municipality Local Municipality including submission of operation and maintenance plan for that specific project.
7. Performing projects at risk with the aim of securing funding for and implementing them.

4. LOCATION OF THE WORKS

The locations of the various projects are in and around the jurisdiction of Tswaing Local Municipality Local Municipality. The exact location of the project will be made known to the successful tenderer.

5. PROFESSIONAL SERVICE

C3.2.2 SCOPE AND SPECIFICATION OF PROFESSIONAL SERVICES

The required Professional Services as referenced is provided below:

Normal Services

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2.2.1 REPORT STAGE

The preparation and submission of a report embodying preliminary bids or feasibility studies and estimates of cost and time where appropriate for consideration by the client, including all or any of the following:

1. Consultation with the client or client's authorized representative.
2. Inspection of the site of the project.
3. Preliminary investigation, route location, planning and a level of design appropriate to allow project decisions to be made, where any of these are required for the determination of feasibility.
4. Consultation with authorities having rights or powers of sanction as well as consultation with the public and stakeholder groups.
5. Advice to the client as to regulatory and statutory requirements, including environmental management and the need to surveys, analyses, tests and site or other investigations, as well as approvals, where such are required for the completion of the report, and arranging for these must be carried out.
6. Searching of, obtaining, investigation and collation of available data, drawings and plans relating to the works.
7. Investigation and financial and economic implications relating to the proposals or feasibility studies.
8. Clause C3.2.2.1(7) above does not apply in respect of civil and structural services pertaining to building projects, except as far as the interpretation of cost figures for civil and structural services are concerned.

C3.2.2.2 PRELIMINARY DESIGN STAGE

Following the client's instructions to proceed, the development of preliminary proposals or the basic planning of the project, comprising all or any of the following:

1. Submission of a basic planning report and the MIG 1 report.
2. Establishment of final design criteria.
3. Advice to the client as to the regulatory and statutory requirements, including environmental management and the need for any further surveys, analyses, tests and site or other investigations, as well as approvals, which may be required and arranging for these to be carried out at the client's expense. This advice is to be concluded by the consulting engineer with the interpretation of the results of these tests and investigations, including geotechnical and/or foundation investigations, together with a report consulting recommendations to be applied to and incorporated in designs. The consulting engineer will also take the environmental management plan into account.
4. Advice to the client, as may be necessary, on the engagement and delineation of the services of other consultants and advisers, arranging such engagements and consultation with them on matter pertaining to the project.
5. Design of any process or system or refinement of the preliminary process design, where such process design is a prerequisite for the design of the project.
6. Preparation and submission to the client of any preliminary plans, drawing and estimates required for seeking the approval of statutory authorities and the client.
7. Consultation on all technical matters with the client, authorities and interested parties other than those having rights or powers of sanction, and making modifications to the preliminary design of the works arising out of such consultations.
8. Submission of estimates of capital and life cycle costs, financial implications and programmes for the implementation of the works.
9. Clause C3.2.2.2(5) does not apply in respect of civil and structural services pertaining to building projects.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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10. Clause C3.2.2.2(8) does not apply in respect of civil and structural services pertaining to building projects, except as far as inputs to and assessment of programmes for civil and structural services are concerned or on projects where all financial, Bid and contractual matters are handled by other parties.

C3.2.2.3. DESIGN AND TENDER STAGE

Following the clients instructions to proceed with the preparation of all documents necessary to enable Bids for the works to be called for or for the works to be otherwise placed by the client, including all or any of the following:

1. Advice to the client as to the necessity for further surveys, special visits, use of specialist consultants, setting out or staking out the works, and arranging for such to be carried out at the clients' expense.
2. Preparation of detail designs and Bid and/or working drawings.
3. Preparation of specifications and schedules of quantities for engineering works.
4. Provision of information necessary for the design and other services.
5. Submission of updated and revised estimates, capital and life cycle costs, financial implications and programmes for implementation of the works preciously submitted.
6. Drafting or adapting invitations to Bid, Bid conditions, forms of bid and conditions of contract, advising the client on Bid strategies and suitable contractors are calling for Bids when instructed to do so by the client.
7. Advice to the client on any alternative designs and Bids, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor.
8. Analyses of Bids and submission of recommendations on the acceptance of Bids and, if necessary, revising the estimates of the cost and the completion date of the works.
9. Advice to the client as to the provision of a construction monitoring service in accordance with clause C3.2.2.8, over and above that provided for under clauses C3.2.2.5(3).
10. Clauses C3.2.2.3(3), C32.2.3(6) and C32.2.3(8) do not apply in respect of civil and structural services pertaining to building projects or on projects where all financial, Bid and contractual matters are handled by other parties.
11. Clause C3.2.2.3(5) does not apply in respect of civil and structural services pertaining to building projects or on projects where all financial, Bid and contractual matters are handled by other parties, except as far as inputs to and assessment of programmes for such services are concerned.

C3.2.2.4 WORKING DRAWING STAGE

1. Following the client's instructions to proceed, the preparation of any further plans, designs and drawings, excluding shop details, which may be necessary for the execution of the works.
2. In case of reinforced concrete works, working drawings must include bending schedules.
3. In the case of structural steel works, working drawings and details provided by the consulting engineer must include full information, dimensions and specifications on all sections, connections, plates, fasteners, bolts an welding, to such an extent that no further designs by contractors or other parties are required. The consulting engineer need not provide shop drawings for the manufacture of the structural steel works.

C3.2.2.5 CONSTRUCTION STAGE

The overall contract administration and co-ordination, as well as construction monitoring of the execution of the works in accordance with the contract, including all or any of the following:

1. Placing orders for the works on behalf of the client.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Project Description: APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

2. Advice to the client as to the preparation of the contract documents, or preparation of the contract documents in consultation with the client.
3. Overall contract administration and co-ordination, as well as construction monitoring of the execution of the works for compliance with the contract and attending site meetings on a combined average frequency of at least one day every two weeks for the duration of the construction of the specific works for which the consulting engineer is engaged or at such more frequent intervals as the consulting engineer may deem necessary.
4. Directing construction monitoring operations but excluding detail day-to-day construction monitoring of the works and contract administration, as provided for under clause C3.2.2.8.
5. Advice to the client as to the provision of a construction monitoring service in accordance with clause C3.2.2.8, over and above that provided for in this clause.
6. Checking contractor's drawings of structures, plant, equipment and systems for the works for conformity with design requirements but excluding detailed checking of manufacture and installation details for erection or installation fit.
7. Advice to the client on any further alternative designs, but excluding detailed inspection, reviewing and checking of alternative designs and drawings not prepared by the consulting engineer and submitted by any contractor.
8. Issuing instructions to contractors on behalf of the client.
9. Issuing certificates or recommendations for payment of contractors and submitting regular reports regarding works finances and anticipated completion dates and final costs.
10. Advice to the client in regard to or the resolution of disputes of differences that may arise between the client and the contractor, except mediation, arbitration and/or litigation.
11. Preparation of and issuing variation orders on behalf of and after consultation with the client.
12. General inspection of materials and equipment for compliance with the original design and Bid, including checking of marks of documentation for adherence to National and International standards and advice to the client regarding further inspection and testing of such materials and equipment as may be necessary and arranging for such inspection and testing to be carried out on behalf of and at the clients expense.
13. Making arrangements on behalf of the client for the provision and reproduction of such drawings and documents as may be required by the contractors and site staff for the execution of the works.
14. Agreeing final quantities with contractors, compiling final accounts and issuing final payment certificates.
15. Prepare and, on completion of the works, provide the client with record drawings. Making arrangements for the contractor to supply detailed operation, operating and maintenance manuals as part of the contractor's contractual obligations, receiving such and handing it over to the client. Both sets of documents shall be in formats as agreed to with the client.
16. Evaluating results of contractor's commissioning procedures and tests and witnessing final performance or acceptance tests on site, only, but excluding day-to-day routine tests.
17. The compiling of monthly progress reports for/on behalf of the client for use by external funding sources and in the format as required by the external funding sources.
18. Issuing of completion Certificate together with all responsibilities and liabilities attached to such issuance of Completion Certificate as required by the client.
19. Clauses C3.2.3.5(1), C3.2.2.5(2), C3.2.2.5(9), C3.2.2.5(10), C3.2.2.5(11) and C3.2.2.25(14) do not apply in respect of civil and structural services pertaining to building projects or on projects where all financial, Bid and contractual matters are handled by other parties.

C3.2.2.6 COMPLETION OF ALL PROJECT STAGES SERVICE AND TARGETED PROCUREMENT

The Engineer must provide the client with the following to ensure the successful completion of the project:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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1. The confirmation of and complete set of all record drawings as was constructed/install by the contractor and approved by the consulting engineer.
2. The completion report which details all the statistics as well as all relevant information regarding the project as required by the client.
3. The inspection and subsequent approval of payment for the final release of retention monies to the contractor at end of retention period.
4. Operation and Maintenance plan for the project which must include budget required, maintenance requirements, skills, resources, etc.
Should the client during any stage of the project, require the consulting engineer to perform work or services pertaining to targeted procurement, such work and or services could entail, but are not limited to, any or all of the following:
 1. Incorporation of any targeted participation goals;
 2. The measuring of key participation indicators;
 3. The selection, appointment and administration of participation and
 4. Auditing compliance to the above by any contractors and/or professional consultant.

Additional Services

The following services are additional to the normal services provided by the consulting engineer, unless specifically agreed otherwise between the consulting engineer and the client. The agreement on the scope of services and remuneration shall be in writing and should, if at all possible, be concluded before such services are rendered.

C3.2.2.7 ADDITIONAL SERVICES PERTAINING TO ALL STAGES OF THE PROJECT

1. Enquiries not directly concerned with the works and its subsequent utilization.
2. Valuation for purchase, sale or leasing of plant, equipment, material, systems, land or buildings or arranging for such valuation.
3. Identification and possible relocation of all buried and existing infrastructure services.
4. Making arrangements for way leaves, servitudes or expropriations.
5. Negotiating and arranging for the provision of diversion of services not forming part of the works.
6. Additional work in obtaining the formal approval of the appropriate Government Departments of Public Authorities, including the making of such revisions as may be required as a result of decisions of such Departments or Authorities arising out of changes in policy, undue delay, or other causes beyond the consulting engineer's control.
7. Surveys, analyses, tests and site or foundation or other investigations, model tests, laboratory tests and analyses carried out on behalf of the client.
8. Setting out or staking out the works and indicating any boundary beacons and other reference marks.
9. Preparation of drawings for manufacture and installation or detailed checking of such for erection or installation fit.
10. Detailed inspection, reviewing and checking of designs and drawings not prepared by the consulting engineer and submitted by any contractor or potential contractor as alternative to those embodied in Bid or similar documents prepared by the consulting engineer.
11. Inspection and testing, other than on site, of materials and plant, including inspection and testing during manufacture.
12. Preparing and setting out particulars and calculations in a form required by any relevant authority.
13. Abnormal additional services by or costs to the consulting engineer due to the failure of a contractor or others to perform their required duties adequately and timely.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

14. Executing or arranging for the periodic monitoring and adjustment of the works, after final handover and completion of construction and commissioning, in order to optimize or maintain proper functioning of any process or system.
15. Investigating or reporting on tariffs or charges liveable by or to the client.
16. Advance ordering or reservation of materials and obtaining licenses and permits.
17. Preparing detailed operating, operation and maintenance manuals.
18. Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the client, or his duly authorized agents, requiring the consulting engineer to advice upon, review, adapt and/or alter his completed designs and / or any other documentation and/or change the scope of his services and/or duties. Such additional services are subject to agreement in writing additional services are subject to agreement in writing between the consulting engineer and the client prior to the execution thereof.
19. Exceptional arrangements, communication, facilitation and agreements with any stakeholders other than the client and contractors appointed for the works on which the consulting engineer provides services.
20. Charring and keeping minutes of all project related meetings.
21. Any other additional services, of whatever nature, specifically agreed to in writing between the consulting engineer and client, Landscape architecture.
22. The consulting engineer is to ensure that all necessary geotechnical investigations as well as the topographical and land surveys before commencement of works.
23. The consulting engineer takes full responsibility for ensuring full compliance with environmental legislation.
24. The consulting engineer should appoint and manage an Environmental Specialist to obtain and Environmental Impact if deemed necessary.

C3.2.2.8 COMPLETION OF ALL PROJECT STAGES SERVICE AND TARGETED PROCUREMENT

1. If the construction monitoring, as set out in clause C3.2.2.5(3), is deemed to be insufficient by the client and/or consulting, the consulting engineer may, with prior written approval having been obtained from the client, appoint or make available additional staff for such construction monitoring as are necessary to undertake additional construction monitoring on site to the extent specifically defined and agreed with the client. The functions in respect of additional construction monitoring are to be limited to detailed inspections and exclude those mentioned under clause C3.2.2.5.
2. Alternatively, the client may appoint or make available staff, as intended in clause C3.2.2.8(1), subject to approval by the consulting engineer.
3. Staff, as intended in clauses C3.2.2.8(1) and C3.2.2.8(2), shall report to and take instructions from the consulting engineer or an authorized representative of the consulting engineer only and shall be deemed to be in the employ of the consulting engineer.
4. Should any change regarding the persons utilized for additional on-site monitoring or their remuneration be necessary the utilization of such persons and/or their remuneration must be agreed in writing with the client prior to the implementation thereof.
5. If, for any reason, no additional staff or inadequate staff for construction monitoring is appointed, the consulting engineer shall provide additional services, including additional site visits, as required and agreed to in writing with the client prior to commencement thereof.
6. With reference to Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) The consulting engineer agrees to undertake duties falling under the Occupational Health and Safety act, 1993 (Act 85 of 1993). And the Construction Regulations in terms thereof, on behalf of the client, the additional services will include the following:
 - (1) The consulting engineer must arrange, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the Occupational health and Safety Act, 1993 (Act No 85 of 1993).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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(2) The consulting engineer must execute the duties of the client, as his appointed agent, as contemplated in the Construction Regulations to the Occupational health and Safety Act, 1993 (Act No 85 of 1993).

7. The duties of the consulting engineer for the following four defined levels of construction monitoring, respectively, are as follows:

Level 1:

The construction monitoring staff shall:

1. Monitor the outputs from another party's quality assurance programme against the requirements of the plans and specifications.
2. Visit the works at a frequency agreed with the client to review important materials, critical work procedures and/or completed elements or components.

Level 2:

The construction monitoring staff shall:

1. Review, preferably at the earliest opportunity, a sample of each important-
Work procedure
Construction material

For compliance with the requirements of the plans and specifications and review representative samples
of important completed work prior to enclosure of completion as appropriate.]

2. Visit the works at a frequency agreed with the client to review important materials, critical work procedures and/or completed elements or components.
3. Be available to provide the contractor with technical interpretation of the plans and specifications.

Level 3:

The construction monitoring staff shall:

1. Maintain a part-time presence on site as agreed with the client to review random samples and review important work prior to enclosure or on completion as appropriate.
2. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.
3. Be available to provide the contractor with technical interpretation of the plans and specifications.

Level 4:

The construction monitoring staff shall:

1. Maintain a full time presence on site to constantly review –

Work procedures
Construction materials

For compliance with the requirements of the plans and specifications and review completed work prior to enclosure or on completion as appropriate.

2. Where the consulting engineer is the sole consultant or principal agent, carry out such administration of the project as is necessary on behalf of the client.
 3. Be available to provide the contractor with technical interpretation of the plans and specifications.
6. QUALITY ASSURANCE SYSTEM

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

A quality management system or quality assurance services, over and above construction monitoring services, be applied to the project, these are in addition to normal services [provided by the consulting engineer and to be specifically defined and separately agreed in writing prior to commencement thereof.

The following are also part of the scope of services in addition to the above engineering services:

- Manage process to obtain water license form department of Water and Sanitation (DWS) or any other national and provincial government body to obtain and ensure all relevant legislative requirements for the project.
- Environmental Impact Assessment (EIA) report.

The proposed professional fees must be provided in tabular form and in the format as shown in Schedule of Activities. The offered fees must be based on the estimated cost of works provided above but the fees will be adjusted if the final cost of the works should differ from these estimates, the fee structure provided in the different tables will then be used for this purpose and any proposed discount will then also be applied to the adjusted fee.

C3.2.2.9 PERFORMING PROJECTS AT RISK

1. Engaging with Tswaing Local Municipality to confirm high priority projects that have no funding secured.
2. Sign appointment and service level agreement to perform a specific unfunded project at risk.
3. Preparing the project scoping or feasibility report for approval by all relevant stakeholders.
4. Preparing technical report for approval by all relevant stakeholders.
5. Compile project business plan for approval by all relevant stakeholders.
6. Ensuring that projects secure the required funding for the planning, design and implementation stages.
7. Performing all other engineering services (C3.2.2.1 to C3.2.2.8) upon securing of funds for the project

7. PROCUREMENT

7.1 Sanctions Relating to Breaches of Preferencing Conditions

Where a Service Provider is found guilty of misrepresenting any facts in respect of ownership, either in a tender submission, or on the Tswaing Local Municipality Local Municipality Supplier Database, in order to affect the outcome of a tender, either before or after the award of a contract, then that contractor or consultant shall be blacklisted for a period of 12 months. The effect of such blacklisting is that no further work will be awarded to the Service Provider for the duration of the blacklisting. Furthermore sanctions as provided for in Schedule 19, Part T2.2: Returnable Schedules will be applied.

8. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

9. KEY PERSONNEL

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- A registered professional engineer or technologist with at least 10 (ten) years verifiable post graduate experience relevant to the project, who will be the project leader, and responsible for all work carried out in terms of this tender.

- A second qualified engineer or technologist with at least 5 (five) years verifiable post graduate experience also relevant to the project.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10. MANAGEMENT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contract is let, there are no requirements for a regular management meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least one of the key personnel.

11. CLAIMS FOR PAYMENT

The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, Payment will be affected as per cheque run dates approved by the Municipal Manager.

12. EMPLOYERS RIGHT TO RECOVER COSTS

The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance of the Service Provider which inhibits the progress of the construction contractor and which leads to an extension of time with costs.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM 009/2025/26

APPOINTMENT OF PROFESSIONAL SERVICE PROVIDERS (CONSULTANTS)

C5	RELEVANT DOCUMENTATION
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The following documents forms part of the Contract:

- (iv) Preferential Procurement Regulations 2017
- (v) Tswaing Local Municipality Supply Chain Management Policy (Can be downloaded from the Municipality website)
- (vi) Tswaing Local Municipality Health and Safety Specification.
- (vii) EPWP Guideline

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000:
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**HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014**

SECTION 1

1. INTRODUCTION

This document was construed in order to comply with the provisions of the **THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.**

Definitions of words are those described in the Act and the Construction Regulations of 2014.

This document formulates the specifications of the Tswaing Local Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Tswaing Local Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Tswaing Local Municipality in writing.

TSWAING LOCAL MUCIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014

SECTION 2: DESIGNERS

1. All wording shall have the meaning as defined by the H&S Regulations 2014.
2. This specification is in terms of the H&S act 1993 and the regulations of 2014.
3. All work performed and procedures followed by the designers shall be done according to the H&S regulations of 2014.
4. The client is aware of the fact that the appointment of the designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all the safety issues regarding the project for which the designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover indemnity the client for their act and omissions in terms of
 - Professional conduct
 - The H&S act in particular to indemnity the client against penalties imposed for acts or omissions

The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in the terms of the H&S regulations.

The professional indemnity insurance has a “negligent acts and omissions” wording only and there additional is necessary to cover the client against penalties imposed for acts or omissions.

8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

TSWAING LOCAL MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014

SECTION 3: PRINCIPAL CONTRACTORS (PC)

1. The definitions of the regulations 2014 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the H&S regulations.
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy and family after each day's work.
3. Work shall not be done at the expense of human safety and health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The P C shall conduct monthly safety meetings on site. All foremen, gang leaders, and other shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S Manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meeting shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety inductions courses under the supervision of the H&S Manager.
9. The P C shall install and maintain a box in which proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for that particular task.

12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H & S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H & S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H & S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designers in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protecting, etc. workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designers to client immediately.

27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than - 5° Celsius. Should the designer and the P C decided that the work is urgent, workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chamber.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description. Shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.

42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H & S manager.
45. Workers will not be allowed to made open fires on any part of the site unless it is made in designated areas approved by the H & S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the PC shall be on roadworthiness vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the PC.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H & S manager and shall be investigated. Copy of such procedure shall be entered into the H & S file.
54. Only trained personnel shall be permitted and required to operate constructions machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards
56. No vehicles shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if its produces noise above 90 decibel measured within a distance of 10,0 m from the unit.

58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H & S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. .Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority. Position of services identified shall then be verified by opening by hand, not by machine. Particular care shall be taken not to damage these services. Electrical services are inherently dangerous and shall be opened by skilled people only. These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H & S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicated
 - Non smoking areas on site
 - Safety exists/emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Fire fighting equipment
 - Workmen busy with equipment overhead
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed
 - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H & S file. Visitors shall attend safety induction training before entering the site.

Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.

67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.

68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

SECTION II

HEALTH AND SAFETY ACT 1993 GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014

SECTION 11

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SECTION 1 AND 2

1. PURPOSE OF THIS DOCUMENT

This document describes the procedures to be followed in the execution of Engineering Projects for Tswaing Local Municipality.

The role of all parties to the development project is described.

The document is in terms of the construction Regulation 2014 of the Health and Safety Act 1993.

2. BACKGROUND

The Minister of Labour has on 18 July 2014 under section 43 of the Occupational Health and Safety Act 199 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol 456. They have immediate effect and are implacable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and workers are made aware of the value of safe working procedure and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

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SECTION 3

3. THE CLIENT

In terms of the law of client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows

- | | | |
|----|---|-------------------|
| 1. | To prepare a health and safety (H&S) specification for the 4(1)(a) work. This should cover the spectrum of activities the client as part of his normal duties | Clause handled by |
| 2. | To provide a risk assessment to the principal contractor. 4(1)(b) | Clause |
| 3. | To appoint the principal contractor in writing. Clause | 4(1)(c) |
| 4. | To ensure that the H&S plan is implemented Clause | 4(1)(d) |
| 5. | To stop any contractor executing work in an unsafe manner 4(1)(e) | Clause |
| 6. | To provide additional H&S information to the contractor 4(1)(f) should change be made to the work | Clause |
| 7. | To ensure that the principal contractor is registered and in 4(1)(h) good standing with the workmen's compensation | Clause fund |

8.	To make sure tenderers have made provision in their offers 4(1)(h) for H&S measures	Clause
9.	To discuss and approve the H&S plan with the principal contractor.	Clause 4(2)
10.	To keep a copy of the H&S plan of the principal contractor.	Clause 4(3)
11.	To not employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for appointment has the necessary skills, competencies and carry out the work safely.	Clause 4(4) an resources to
12.	The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this made the person responsible for such particular responsibilities as agent.	Clause 4(5) does not
The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 992).		
13.	The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.	Clause 4(6)

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SECTION 4

4. THE DESIGNER

The regulations do not use names like Engineer, Architect, et. Instead the term Designer has been introduced. The responsibilities of the Designer are given in a sub-paragraph under the obligations of the Principal Contractor.

4.1 The regulations has a comprehensive definition of the designer and this includes: “designer”

Definitions

Definitions

- a) A person preparing a design “structure”
- b) A person checking a design
- c) A firm preparing a design
- d) An architect or engineer contribution to or having responsibility for a design.
- e) A building services engineer designing details of fixed plan (scaffolding or cranes).
- f) A surveyor specifying articles or drawing up specification (Quantity Surveyor)
- g) A contractor in design and build contract
- h) A contractor designing temporary work
- i) A interior designer, shop fitter and landscape architect.

The regulations also talks of “an Engineer Designing a Structure”. “Structure” is a wide concept and is given in paragraph 3.2.5.1 9a) underneath.

4.2 The designer does not automatically through an appointment Clause 4(5) become the agent of the client in terms of the regulations unless he is appointed in writing to the effect he accepts such appointment in writing.

and

4.3 The SAACE model agreement between the client and

Engineer has a different meaning of the word “agent”.

According to the model agreement of SAACE the Engineer acts as “Agent” of the client in a conventional contractual context. in terms of the Health and Safety regulations has a totally different meaning.

4.4 It can be derived from the regulations that the client 4(5) appoint a designer to perform certain tasks of his behalf. This still does not mean that these become his agent in terms of clause 4(5)

4.5 The regulations are fairly quiet regarding the and responsibilities of the designer except when a structure. It is again assumed that the client will certain functions to be done by the designer on his

4.5.1 “Structure” in terms of the regulations means: Definitions

a) * Any building

- Steel or reinforced concrete structure
- Railway line
- Railway siding
- Bridge
- Waterworks
- Reservoir
- Pipe or pipeline
- Cable
- Sewer
- Sewerage works
- Fixed vessels
- Road
- Drainage works
- Earthworks
- Dam
- Wall

the
“Agent”

can Clause
the client on
designers

functions
designing of
identify
behalf

- Mast
- Tower
- Tower crane
- Batching plants
- Pylon
- Surface and underground tanks
- Earth retaining structure

Or any structure designed to preserve or alter any natural feature and any other similar structure.

- b) Any formwork, falsework, scaffold or other structure designed or used to provide support of access during construction (structural engineering sector).
- c) Fixed plant to prevent people from falling 2 meters or more.

4.5.2 The designer is in fact regarded as a person delivering Clause 9(2) designs only and unless his role is defined by the client, his role is quite limited

4.5.3 The designer should inform the client and the principal Clause 9(2)(b) contractor about anticipated dangers relating to the construction work. This is in fact a Risk Assessment.

4.5.4 the designer (in the structural engineering context) shall Clause 9(2) further furnish to the contractor in writing.

- i) A geo-technical report.
- ii) The loading of the structure
- iii) The method and sequence of the construction process
- iv) He should exclude inherently dangerous methods of construction in his design
- v) The maintenance of the structure shall be through safe Clause 10(c) procedures
- vi) He should carry out inspections
- vii) And stop the contractor from executing work dangerously
- viii) A final inspection is necessary to ensure safety of the structure. emphasis should be given to the ergonomic design of the structure.
- ix) Great
- x) The engineer should also give input in the design of temporary scaffolding. work e.g.

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SECTION 5

5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations

- 5.1 In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC

5.2 The PC is responsible for the collecting of these contractors' Clause 5(1) safety plans and to hold them to it. and 5(2)

- i) He should also stop his contractors should they work unsafely. Clause 5(3)(d)
- ii) He should appoint safety officers should the size of the work Clause 6(6) warrant it.
- iii) He should cause a risk assessment to be executed by a Clause 7(1) competent person.
- iv) Visitors to his site should undergo induction pertaining to H&S Clause 7(8) issues.
- v) He shall see to his employees induction and H&S training. Clause 7(7)
- vi) the employees of the PC and his contractors shall wear visible Clause 7(9)(a) proof of their induction training.

5.3 The regulations also covers the details of

- Fall protection Clause 8
- Structures (under this heading the responsibilities of the designer of a structure is found) Clause 9
- Formwork and support work Clause 10
- Excavation work Clause 11
- Demolition work Clause 12
- Tunnelling Clause 13
- Scaffolding Clause 14
- Suspended platforms Clause 15
- Boatswain's chairs Clause 16
- Material Hoists Clause 17
- Batch plants Clause 18
- Explosive powered tools Clause 19
- Cranes Clause 20
- Construction vehicles and mobile plant Clause 21
- Electrical installation and machinery on construction sites Clause 22

- Use and storage of flammable liquids on construction sites Clause 23
- Water environment Clause 24
- Housekeeping on construction sites Clause 25
- Stacking and storage on construction sites Clause 26
- Fire precautions on construction sites Clause 27
- Construction welfare facilities Clause 28

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SECTION 6

6. APPOINTMENT OF THE DESIGNER

- 6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.
- 6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations
- 6.3 The responsibilities and duties of a designer in the H&S context are those that is dictated by law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.

6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations

6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.

- | | |
|--|------------------------|
| 1. To ensure the H&S plan of the PC is implemented on site. | Clause 4(1)(d) |
| 2. To ensure that changes to the design are also incorporated in the H&S plan. | Clause 4(1)(e) |
| 3. To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund. | Clause 4(1)(f) |
| 4. To see that the contract registers the site as a construction site at the Department of labour. | Clause 4(1)(g) |
| 5. To discuss with the contractor the h & S plan and then recommend to the client the approval thereof. | Clause 4(2) |
| 6. To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client. | Clause 4(4) |
| 7. Control the following on site | |
| a) To see that the principal contractor keeps the H& S file up to date and the it is given to the client upon of the contract. | Clause 5(7) completion |
| b) To see that the principal contractor keeps a data base of all contractors involved with the project. | Clause 5(9) |
| c) To see that the principal contractor appoints one or construction supervisors. | more |
| d) To see that this person is dedicated to the particular project only. | Clause 6(4) |
| e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records. | Clause 7(1) |

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SECTION 7

7. THE ROLE OF THE CLIENT

7.1 The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S for the particular project is assigned to the designer.	Clause specification
7.2 The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/designer.	Clause 4(2)
7.3 The client employs the principal contractor.	Clause 4(1)(c)
7.4 The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.	Clause 4(5)
7.5 The client should only appoint an agent should he have reasonably sure that the agent can handle the responsibility.	Clause 4(6) made
7.6 The client shall not appoint a contractor if he is not sure that the contractor can execute such work in a safe	Clause 4(4) reasonably manner.

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SECTION 8

8. THE ROLE OF THE PRINCIPAL CONTRACTOR

The principal contractor should execute the following duties:

1. Provide a health and safety plan 5(1)
2. See that his contractors comply with the regulations 5(2)
3. He should discuss the particular H&S plan 5(5)
4. He should have his H&S plan available 5(6)
5. He should have an H&S file available on site and hand it over to the client upon completion 5(7)
6. He should not employ contractors who are not capable 5(10)
7. He should have full time supervision on site 6(1) to 6(8)
8. He should produce a risk assessment of the work 7(1)
9. He should train his employees 7(4)
10. He should introduce induction training on site 7(7)/7(8)
11. All physical aspects of the regulations as in terms of the regulations

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SECTION 9

9. THE PROCEDURE RECOMMENDED

9.1 The client decides to execute work and appoints a Clause administer the work.

4(1)(a) designer to

9.2 The scope of works and the exact duties of the designer are identified and given to him in writing.

The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal IP insurance provided by the designer.

The designer prepares a contract document and ensures that this document states clearly the following:

1. A risk assessment of the project and the H & specification of the client.

S

2. All relevant information to enable the pricing the contract.

9(2)(a) of

3. Items in the bill to enable the tenderer to price the risk including insurance indemnifying the document should state whether a full time office is required on site.

9(2)(b) for client. The safety

4. i) Geotechnical information 9(2)(c)(i) to (iii)

ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.

iii) the method and sequence of the process. This should identify the priorities of the client

- | | |
|---|----------------------------------|
| 5. Inherently dangerous procedures should be the design. | 9(2)(d) avoided in |
| 6. The maintenance of the structure should be also so that this aspect would be safe and | 9(2)(3) considered ergonomic too |
| 9.3 The tenderers then respond by each giving an H&S on the risk assessment of the designer. | plan based |
| 9.4 The client then chooses the contractor according to procurement policy (taking into account his ability to safety) and appoints him in writing via the designer | his do the work |
| 9.5 The chosen principal contractor then affects a detailed assessment and a risk management plan, based on the specification | risk H&S |
| Once on site the principal contract should register the site by the prescribed form and have it approved by the client/designer. | means of |
| He should open and then maintain his H&S file through the the contract | duration of |
| He should then further adhere to the provisions of the H&S | regulations |
| 9.6 He should hand over the H&S file (recommend to do the designer's as-built drawings). | that with |
| 9.7 The designer should stop the work if he has reason to the contractor is executing work in an unsafe manner. | belief that |
| 9.8 Likewise should the principal contractor stop the contractor(s) should he have reason to belief that such is not working safely | work of his contractor |

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SECTION 10

10. CONTRACT DOCUMENTATION

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2014.

A. In the Specification section

1. Health and Safety Specification

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation of addition to the NDM who will authorise this in writing.

2. Risk Assessment

This can form part of the contract specifications

It is necessary to identify to the contractor

- i) The situation on site as it is with all the potential hazards and dangers involved
- ii) The nature of the work and situations that the average contractor would encounter during the execution of the work. The nature of the work and expected risks should be described in particular as well as the method and the sequence of the work
- iii) The basic safety precautions that he should take
- iv) The Safety and Health specification of the client
- v) To allow sufficient items in the bill of quantities for the tendered to
price for the specified H&S precautions

3. Insurance

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

B. The Tender Rules

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

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SECTION 11

11. CONCLUSION

The Construction Regulations 2014 was long overdue in the South African Civil engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect a contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omission from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process