



# **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

## **MUNICIPAL INFRASTRUCTURE GRANT (MIG)**

**A CIDB DOCUMENT**

**NOTICE NUMBER: 07/2023**

**BID NO: SCM/BID/14/2022/23**

**Project Title:**

**PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA  
CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

Tenderer	
Address of Tenderer	
Telephone	
Facsimile	
Tender Amount (VAT inclusive)	
Completion Period	

**APRIL 2023**

**EMPLOYER:**

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**  
Private Bag X805  
WITSIESHOEK, 9866  
Telephone: +27 (0) 58 718 3700  
Facsimile: +27 (0) 58 718 3777

**EMPLOYER'S AGENT**

**MPHATI AND ASSOCIATES PTY LTD**  
38 GEDENK STREET, PANORAMA  
BETHLEHEM, 9700  
Telephone: +27 (0) 58 303 4197  
Facsimile: +27 (0) 58 303 6465

**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**  
**PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF**  
**WATER RETICULATION FOR 500 STANDS**

**BID NO: SCM/BID/14/2022/23**

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# **VOLUME 1**

## **TENDERING PROCEDURES**

**MALUTI-A-PHOFUNG MUNICIPALITY**

**PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER  
RETICULATION FOR 500 STANDS**

**TENDER DOCUMENT PART**

**T1: TENDERING PROCEDURE**

**BID NO: SCM/BID/14/2022/23**

**DATA PROVIDED BY THE TENDERER**

**NAME OF TENDERER:**

\_\_\_\_\_

The legal name of the Contractor

**ADDRESS OF TENDERER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physical address, postal address and e-mail address where the Contractor will receive notice

**TELEPHONE No. :**

\_\_\_\_\_

**FAX No. :**

\_\_\_\_\_

**AUTHORISED PERSON:**

\_\_\_\_\_

**TENDER AMOUNT (VAT incl): R**

\_\_\_\_\_

**TIME FOR COMPLETION:**

The Works shall be completed within \_\_\_\_\_

State total number of days, weeks, months or years which must include the special non-working days and the year-end break.

**TENDERER:** .....

**DATE:** .....

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### **NOTICE**

#### **CONDITIONS FOR THE ACQUIRING OR PURCHASE OF THIS DOCUMENT**

It is explicitly agreed that any person acquiring or purchasing this document does so with the sole purpose of submitting a bona fide tender in terms of the document and will be prohibited to make public the contents of the document or any part thereof or supply it to or let it be used by any other party other than for the purpose of assistance by such other party in meeting any necessary requirements related to the submission of a bona fide tender in terms of the document.

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**MALUTI-A-PHOFUNG MUNICIPALITY**



NOTICE NUMBER: 07/2023

BID NO: SCM/BID/14/2022/23

**PROCUREMENT OF A SERVICE PROVIDER: PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA  
CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

Maluti-a-Phofung Municipality hereby invite bids for Procurement of a Service Provider: **PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

**Requirements:**

- Company tax clearance certificate must be attached.
  - Copy of company registration certificate reflecting active members (Except for sole traders and partnerships) must be attached.
  - All supplementary forms including municipal rates and taxes clearance certificate form contained in the bid documents must be completed in full or (submit a proof that the municipal rates and taxes are not in arrears for more than three months).
  - Copy of B-BBEE Compliant Certificate
  - Copy of Company Profile
  - Copy of the CIDB registration certificate indicating **class grading of CIDB 6 CE PE and 7 CE or Higher be attached.**
  - Supplier must be registered with Central Supplier Database (CSD)
- Sealed Bids should clearly indicate **PROCUREMENT OF A SERVICE PROVIDER: PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS (BID NO: SCM/BID/14/2022/23)**

Closing date: 04 May 2023 at 10h00

Site Briefing Session: 06 April 2023 at 10H00.

Venue: Municipality Infrastructure Offices  
(Next to Map Water Offices Phuthaditjhaba)

Bid Box: Bid Box No. "A"

Maluti-a-Phofung Municipality  
Setsing Business Centre  
C/O Moremoholo & Motloun streets  
Phuthaditjhaba

Supply chain enquiries (058) 718 3871/ (058) 718 3863 – thabisot@map.fs.gov.za, lebohanga@map.fs.gov.za, thabangml@map.fs.gov.za

Technical Enquiries Mr H W Ungerer @ 076 538 1722 – pjhcc@lantic.net

**Please note:**

1. No bids will be accepted from persons in the service of the state.
2. Bid documents will be obtainable as from Monday the 6th of April 2023 after 10h00 am from the cashier's point, Phuthaditjhaba offices upon payment of a R684.80 non-refundable fee (cash or bank guaranteed in favour of Maluti-a-Phofung Municipality).
3. No telegraphics, telefaxes and late Bids will be accepted.
4. Municipality is not bound to accept the lowest Bid.
5. Municipality reserve the right not to award the bid.
6. Municipal Supply chain management policy and Preferential Procurement Policy Framework Act No 5 of 2000 (80/20 preferential points allocation system in line with revised Procurement Regulations of 2017 by using the balance scorecard methodology) will be applied.
7. Only one submission for this bid will be considered from the bidder.
8. Failure to comply with the above-mentioned conditions may invalidate your bid.
9. Should you not receive any correspondence from us within 120 days regard your bid as unsuccessful.
10. Communication will be limited to the successful bidder.

Mr S Makhubu  
Acting Municipal Manager

## **NOTICE TO TENDERERS**

### **VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:**

A Tender not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable Tender", and as such will be rejected.

"Acceptable Tender" means any Tender which, in all respects, complies with the conditions of Tender and specifications as set out in the Tender documents.

### **A TENDER WILL BE REJECTED:**

1. If any pages have been removed from the Tender document, and have therefore not been submitted, or a copy of the original Tender document has been submitted.
2. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.
3. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the Tender, without initialling next to the amended rates or information.
4. In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)
5. In the event of non-attendance of compulsory information session
6. If the Tender has not been properly signed by a person having the authority to do so. **(Refer to Declaration)**
7. If particulars required in respect of the Tender have not been completed, except if only the Broad – Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the Tender will not be disqualified but no preference points will be awarded.
8. If the Tenderer attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
9. If the Tender has been submitted either in the wrong Tender box or after the relevant closing date and time.
10. If any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months
11. If any Tenderer 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 Tenderer that performance was unsatisfactory.
12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  1. who is in the service of the state, or;
  2. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  3. who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
13. If the Tenderer is not registered in the required CIDB contractor grading designation (category) or higher, if required in this Tender documentation.
14. If the Tenderer or any of its directors is listed on the Register of Tender 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.
15. If the Tenderer has abused the Maluti-A-Phofung Local Municipality's Supply Chain Management System and action was taken in terms of the Maluti-A-Phofung Local Municipality SCM Policy.



16. In the event of non-submission of financial statements if required (**SEE TENDER DATA OR PRICING SCHEDULE**). In this regard please note:
  - 16.1 If a Tenderer is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the Tenderers most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the Tenderer was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
  - 16.2 If a Tenderer is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the Tenderers most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the Tenderer was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
  - 16.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.
  - 16.4 If the Tenderer only commenced business within the past three years, the Tenderer is required to submit annual financial statements in compliance with the provisions of (16.1) and (16.2) above for each of its financial years since commencing business.
  - 16.5 If a Tenderer is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.
17. If the following have not been fully completed and signed:
  - 17.1 **General Declaration**
  - 17.2 **Declaration of Interest**
  - 17.3 **Declaration of Tenderer's Past SCM Practices**
  - 17.4 **Declaration for Procurement Above R10 Million (If Applicable)**
  - 17.5 **Certificate of Independent Tender Determination**
  - 17.6 **Declaration for Municipal Accounts**
  - 17.7 **Declaration for Municipal Accounts Where Tenders Are Expected to Exceed R10 Million**
18. If the following compulsory documents are not attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)
  - 18.1 ***Original certified copy of valid BBBEE Certificate only SANAS accredited or Affidavits will be accepted.***
  - 18.2 ***Copy of company registration certificate (CK)***
  - 18.3 ***Copy of Tax compliance reference pin issued by SARS, to enable the municipality to verify the bidder's tax compliance status***
  - 18.4 ***Copy of current municipal account (not older than 3 months) – copy of Lease Agreement (and landlord's municipal rates account)***
  - 18.5 ***Valid CSD summary report***
  - 18.6 ***Valid CIDB Certificate***
  - 18.7 ***Joint Venture Agreement (In case of a Joint Venture)***
  - 18.8 ***Joint Ventures should be registered on CSD as a joint venture.***
  - 18.9 ***Audited Financial Statements for the past Three (03) years***
  - 18.10 ***Valid Workman's Compensation Certificate or Letter***

**VERY IMPORTANT NOTICE TO TENDER**

1. Tenderers must note that only information filled in at the spaces provided therefore in the Tender document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the Tender.
2. The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of Tenders. This includes Company Profiles and CV's if not specifically requested.

**BID NO: SCM/BID/14/2022/23**

**T1.2 TENDER DATA**

**T1.2.1 INSTRUCTIONS TO TENDERERS**

**1. ISSUE OF DOCUMENTS**

Tender documents will be obtainable from Maluti-a-Phofung Municipality, the Cnr Moremoholo & Motlounng streets, Setsing Complex, Phuthaditjhaba, Qwaqwa on the date as advertised. Only cash shall be accepted.

**2. TENDER DOCUMENTS**

Tenderers shall satisfy themselves that the documents are complete and conform to the index. Should any pages be missing or anything concerning the documents not be clear, the Tenderer shall immediately notify the Engineer, in order to have any discrepancy solved, because neither the Employer nor the Engineer will assume any responsibility for any discrepancies not rectified during the tendering period.

**3. TENDER PROCEDURE**

Tenders, completed in full, shall be submitted with all the signatures entered where required.

Tenders are to be entered on the Form of Tender, which shall not be detached from this document.

The complete document, priced and completed in full, with any covering letters, specifications, drawings and data to be supplied by the Tenderer, is to be sealed, marked “:

**BID NO: SCM/BID/14/2022/23 - PROCUREMENT OF A SERVICE PROVIDER: PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS** and reach the Maluti-a-Phofung Municipal Offices in Qwaqwa before 10h00 on the date as advertised.

**4. RETURNABLE DOCUMENTS**

All returnable documents included in these documents shall be completed in full by the Tenderer and signed where required. The complete list of returnable documents is tabled in section T2.1 of the tender document.

Should insufficient space be provided in any returnable document, the Tenderer shall include additional annexures, of the same format as the tender document. Should all returnable documents not be completed in full, the tender shall be rendered incomplete and may not be taken into consideration.

**5. CLARIFICATION MEETING**

The clarification meeting is as per Advert.

The Consulting Engineer will meet prospective tenderers at the venue and on the date as advertised to show prospective tenderers the site. Prospective tenderers shall arrange their own transport.

## **6. TENDER PRICES**

Tenderers shall allow in the tender prices for all labour, material, plant and all other matters required to execute and complete the contract in accordance with the contract documents.

## **7. VALUE ADDED TAX**

All unit rates and lump sum prices entered in the Schedule of Quantities shall exclude Value Added Tax.

Provision has however been made for the addition of Value Added Tax to the extended total in the Summary of the Schedule of Quantities. This figure including VAT shall be carried over to the Form of Tender.

## **8. “RATE ONLY” ITEMS**

“Rate only” items shall also be priced by the tenderer, but shall not be included in the extended total.

Where “Rate only” items tend to be excessively high or inappropriate, the Employer shall have the right to notify the Tenderer to afford him the opportunity to rectify these rates.

## **9. ALTERNATIVE TENDERS**

### **9.1 ALTERNATIVE SYSTEM PROPOSAL**

Alternative tenders will not be accepted.

### **9.2 ALTERNATIVE ITEMS PROPOSAL**

Not applicable

## **10. RESOLUTION OF AUTHORITY**

If the tender is submitted by a company it shall be signed by a person authorized to do so. A resolution of authorization, by the directors of the company, shall be submitted with the tender.

If the tender is submitted by a consortium of two or more persons or companies for firms, the following shall be attached:

- a) The original or certified copy of the agreement setting out the composition of the consortium, the conditions on which it operates as well as the period of validity of the consortium.
- b) A certificate signed by each member of all participating parties, companies or firms, affording power of attorney to a nominated person.

## **11. VALIDITY OF TENDER**

The tender shall be valid for the period as stated in the Annexure to the Tenderer.

## **12. TELEGRAPHIC TENDERS**

Telegraphic tenders will **NOT** be considered.

### **13. WITHDRAWAL OF A TENDER**

Any Tenderer has the right to change or withdraw a tender after submission providing he applies for withdrawal before the closing date and time.

The original tender with the written changes on it will be accepted as the final submission.

After the official closing date and time, a tender will not be allowed to be withdrawn or changed.

Should the successful Tenderer withdraw his tender after the advertised closing date, or after notification that his tender has been accepted, fail to sign the contract in accordance with the Form of tender within a period of 14 days, or an extended time agreed, he will be held responsible for all additional costs incurred in re-advertising the contract and/or the difference in cost incurred by appointing a less favourable Tenderer.

### **14. INCOMPLETE TENDERS**

Any tender that does not comply with the conditions of tender will be considered incomplete and will be liable for rejection.

### **15. TENDER EXPENSES venture**

The Employer will not be held liable for any expenses incurred in preparing and lodging tenders.

### **16. ALTERATION OF TENDER BY EMPLOYER**

#### **16.1 ARITHMETICAL ERRORS**

The responsive tender offers shall be checked for arithmetical errors, which will be corrected in the following manner (Per Government Gazette, 9 June 2004, No 26427):

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- For this schedule / bill of quantities, where there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

#### **16.2 INAPPROPRIATE TENDER PRICES**

Should any price or rate seem inappropriate or unacceptable to the Employer, the Employer shall require of the Tenderer the following:

Justify the specific price or rate by doing a financial breakdown of the complete rate, and/or to change the rate or price.

Should a Tenderer refuse to alter any price or rate, the Employer may disqualify the Tender, after 7 days written notification thereof.

#### **17. ADDITIONAL INFORMATION REQUIRED**

The Tenderer shall include with his tender all information, data, design calculations and drawings as maybe stipulated in the specification and annexures.

The Employer reserves the right to demand more information where such information as submitted is considered inadequate. The Tenderer shall supply the required supplementary information within 7 days after notification.

All costs incurred during the design of proposals and compilation of the required information, shall be included in the tendered rates.

#### **18. OWNERSHIP OF TENDER DOCUMENTS**

All persons in possession of the Tender Documents, whether Tenders are submitted or not, shall regard the contents of the Documents as private and confidential.

No part of any Document may be reproduced or copied without the prior consent of the Consulting Engineers, FLAGG Consulting Engineers.

#### **19. TIME OF COMPLETION**

The time of completion shall be determined by the tenderer; taking into account all factors, which may influence the construction period. This shall be entered in the appropriate position in the **Summary of Tender** as well as the **Contract data page 37 of this Tender**.

#### **20. ACCEPTANCE AND REJECTION OF TENDERS**

Acceptance of a tender does not imply that the program, construction method or any other item in detail will be accepted in full. Final drawings for final approval in accordance with the General Conditions of Contract shall be submitted, should that be a requirement of the tender.

Tenders may be rejected if additional requirements are not presented as requested in the tender documents, or if the tender has been qualified, other than indicated in “**Alterations by Tenderer**”, or if any absurdities is encountered in the form of tender, annexures or bill of quantities.

The Employer is not compelled to accept the lowest or any tender.

#### **21. REVENUE STAMPS**

Any stamp duties related to the contract shall be for the account of the Tenderer.

#### **22. SECURITY**

It is a provision of the contract that the Contractor shall provide the Employer with the “Type of Security” for the due performance of the Contract, as selected in the Contract Data. The time to deliver the guarantee and the liability of the guarantee are stated in the Contract Data (C1.2.4).

## **23. VARIATIONS BY THE TENDERER**

Should the Tenderer wish to vary any terms of the General Conditions of Contract or Specification, he shall do so in Annexure 1 attached to this document. In the absence of any entries in this Annexure, the tender will be treated as a tender complying in every respect with the General Conditions and Specification. Preference will be given, other things being generally equal, to tenders entailing a minimum of alterations.

## **24. AMBIGUITY**

In the event of there being any doubt about any matter or of further information being required, Tenderers are invited to obtain such further information from the Consulting Engineers.

## **25. FOREIGN TENDERERS**

Tenderers not resident in the Republic of South Africa will supply the name and address of their official agent in the Republic. Any tender failing to comply with this condition will be rejected.

## **26. DISQUALIFICATION AS THE RESULT OF UNJUST INFLUENCING AND CANVASSING**

Shall there be any evidence of any unjust influencing or canvassing by the Tenderer his tender will be liable to rejection.

## **27. “TIME IS OF THE ESSENCE” (MORA)**

Time is an essential element of the Contract.

## **28. REDUCTION OF WORK**

The Employer reserves the right to withdraw any section of item in the bill of quantities in which case the Contractor will have no claim in this respect.

## **29. GENERAL CONDITIONS**

### **29.1 The following general conditions are applicable to this tender:**

- I. The Main Contractor must appoint a Community Liaison Officer (CLO) for the entire duration of the Project; the CLO will be identified by the Maluti-a-Phofung Municipality.
- II. The Main Contractor may import only key personnel for the execution of the project. All general labour and subcontractors must be locally based within the Maluti-a-Phofung Municipal Area.
- III. A Tender / Quotation submitted by a Company which is in arrears of payment for services provided by the Council, will not be considered.
- IV. Failures to provide and attach to the Tender / Quotation the information required may result in a loss of points or disqualification.
- V. Tenderers are expected to supply out of own funds an amount for accredited training; which amount is expected to be 2% of tender price. This amount is allowed to be added to item 1.1.9 in the schedule of quantities in the tender document.

T1.2.2

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF  
MUNICIPALITY/ENTITY)

BID NUMBER: .....

CLOSING DATE: .....

CLOSING TIME: .....

DESCRIPTION.....

---

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

---

BID DOCUMENTS MAY BE POSTED TO:

.....

.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

.....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)  
YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)  
YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION  
SYSTEM (SANAS)

☐

A REGISTERED AUDITOR

☐

(Tick applicable box)

**(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)

SIGNATURE OF BIDDER .....

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED



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

**Municipality / Municipal Entity:** .....

**Department:** .....

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

## **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. 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.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. **Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).**
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.**

[MBD 2]

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state□.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....

.....

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

3.7.1 If so, furnish particulars

.....

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who

-----

\*MSCM 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.

may be involved with the evaluation and or adjudication of this bid?  
3.8.1 If so, furnish particulars.

.....  
.....

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

3.9.1 If so, furnish particulars

.....  
.....

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

3.10.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars.

.....

## CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

- a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

**2.**

- B-BBEE Status level certificate issued by an authorized body or person;  
A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;  
Any other requirement prescribed in terms of the B-BBEE Act;

### 3.

### 3.1

80/20                      or                      90/10

$$P_s = 80 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right] \quad \text{or} \quad P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where

P<sub>s</sub> = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

#### 5. BID DECLARATION

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

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....% ii)

The name of the sub-contractor..... iii)

The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE (*Tick applicable box*)

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

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

vi)



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

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that: i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR  
DESIGNATED SECTORS**

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

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

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

X is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3.** Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

.....  
NB

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

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	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?	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 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



**T1.2.8 MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

---

(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

## **T1.2.9 FUNCTIONALITY EVALUATION SUMMARY**

### **PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

**BID NO: SCM/BID/14/2022/23**

#### **Peremptory Requirements**

Each Tenderer must include a detailed response on how they will execute the proposed scope of work to the satisfaction of the client within the budget, and time and acceptable quality of work. The response should comply with the requirements as stated in section PART C3: PROJECT SPECIFICATIONS of the tender document.

Any tender submission that does not include a detailed response on how the above requirements are met shall be rejected and will not move onto technical evaluation as their bid submission will have failed to comply with the peremptory requirements.

## **TECHNICAL EVALUATION**

<b>Criteria</b>	<b>Evaluation indicators</b>	<b>Points allocated</b>	<b>Weight</b>
<b><u>Key Personnel Experience</u></b>  CVs and certified qualification for each team members: <ul style="list-style-type: none"> <li>Contract Manager</li> <li>Site Agent</li> <li>Water Pipework Supervisor</li> </ul>	<ul style="list-style-type: none"> <li>Contract manager - NQF 7 qualification (BSc/B-Tech civil engineering) with minimum 5 years' experience registered with ECSA</li> <li>Site Agent- NQF 5 qualification (S4) with minimum 5 years' experience</li> <li>Water Pipework Supervisor - NQF 6 qualification (N Dip Civil Engineering) with minimum of 5 years</li> </ul>	Contract Manager = 15 points  Site Agent = 10 points  Water Pipework Supervisor = 5 points	30
<b><u>Company Experience</u></b>  Experience of the company in completing similar projects in the past 10 years  Provide Certified copies of Appointment Letters with corresponding Completion Certificates	Water Reticulation Installation Projects 0-3 projects= 5 points 3-5 projects= 10 points 5 and more= 15 points  General Pipework's Projects 0-3 projects = 5 points 3-5 projects = 10 points 5 and more= 15 points	Waterpipe Reticulation = 15  General Pipe = 15	30
<b><u>Methodology</u></b>  The method statement should explain how your company will complete the works for earthworks and water reticulation	The methodology should outline how the contractor will ensure that the work is completed satisfactorily within time and budget. The methodology should contain an indicative programme of works.  Furthermore, methodology should explain the quality management process that will be put in place to ensure a quality job	Methodology = 5 points Quality Management = 5 points	10

<p><b><u>Financial Capability</u></b></p> <p>Bank Coding and Construction Guarantee</p>	<p>Tenderers must provide a current bank rating certificate from their banking institution and attach it to the applicable returnable schedule and should not be older than three (3) months</p> <p>Can provide a construction guarantee to the value of R 5 million or more. (Letter of intent of Accredited Financial Institution to be provided or previous history of Construction Guarantee not older than 6 months from the closing date if this tender)</p>	<p>Bank rating</p> <p>D Bank rating= 1 C Bank rating= 2 B Bank rating = 3 A Bank rating = 5</p> <p>Construction guarantee = 5</p>	<p>10</p>
<p><b><u>Skills Transfer Plan</u></b></p> <p>The skills transfer plan should identify skills required to install, pipework and standpipes.</p>	<p>The Skills Transfer plan should outline how the Contractor will capacitate the local labour in the earthworks, pipe installation and maintenance of the water reticulation system.</p>	<p>Skill transfer = 5 points</p>	<p>5</p>
<p><b><u>Locality</u></b></p> <p>Fully operational offices (Attach proof of address)</p>	<p>Tenderers to provide the lease agreement and/or rates and taxes that are less than 3 months old</p>	<p>Outside of Free State Province but within RSA= 1</p> <p>Within Free State Province = 5</p> <p>Within Thabo Mofutsanyana District Municipality = 10</p> <p>Within Maluti-a-Phofung Local Municipality = 15</p>	<p>15</p>

**Only tenderers scoring 60 % or more for functionality will be evaluated further on the 80/20 point system for price and preference.**

**VOLUME 2**

**RETURNABLE DOCUMENTS**

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

### **PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

**BID NO: SCM/BID/14/2022/23**

#### **PART T2: RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested.

#### **RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

Form A: Compulsory Declaration 53

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-Contractors

Form N: Record of Addenda to Tender Documents

Form O: Proposed amendments and qualifications

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 of Tenderer's Litigation History

Form T: Annual Financial Statements Declaration and Audited 3-Year Financial Statements

Form U: Declaration for Procurement above R10 Million (All Applicable Taxes Included)

Form V: Form of Intent to Provide Guarantee

## C1.1 FORM OF OFFER AND ACCEPTANCE (TENDER)

### C1.1.1 Offer

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

**BID NO: SCM/BID/14/2022/23 - PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA  
CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

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 organization)

**Name & signature of**

**Witness** .....

**Date**



### C1.1.2 Acceptance

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

The terms of the contract, are contained in

Part T1	Tendering Procedures
Part T2	Returnable Documents
Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work
Part C4	Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts I 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,

<b>Signature(s)</b>	.....	.....
<b>Name(s)</b>	.....	.....
<b>Capacity</b>	.....	.....
<b>for the Employer</b>	.....	
	(Name and address of organization)	

**Name & signature of**

<b>witness</b>	.....	.....
----------------	-------	-------

**Date**

### C1.1.3 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 become 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	<b>Subject</b>	.....
	Details	.....
2	<b>Subject</b>	.....
	Details	.....
3	<b>Subject</b>	.....
	Details	.....
4	<b>Subject</b>	.....
	Details	.....
5	<b>Subject</b>	.....
	Details	.....
6	<b>Subject</b>	.....
	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:**

**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

.....  
(Name and address of organization)

**Name & signature of witness** .....

**Date**

**For the Employer:**

**Signature(s)** .....

**Name(s)** .....

**Capacity** .....

.....  
(Name and address of organization)

**Name & signature of witness** .....

**Date**

**C1.2: CONTRACT DATA – PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA  
CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

**PART 1: DATA PROVIDED BY THE EMPLOYER**

**CONDITIONS OF CONTRACT**

The General Conditions of Contract (GCC) for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

**CONTRACT SPECIFIC DATA**

The following contract specific data, referring to the GCC, are applicable to this Contract :

**Compulsory Data**

Clause 1.1.1.13

**The Defects Liability Period is 12 months from the date of the Certificate of Completion.**

Clause 1.1.1.15 :

The name of the Employer is Maluti-a-Phofung Municipality.

Clause 1.2.1.2 :

The address of the Employer is Maluti-a-Phofung Municipality, Private Bag X805, WITSIESHOEK, 9866

Clause 1.1.11.16 :

The name of the Engineer is **Mphati and Associates (Pty) Ltd.**

Clause 1.2.1.2 :

The address of the Engineers is **38 Gedenk Street, Panorama, Bethlehem, 9701**

**Email – [maseru@mphati.net](mailto:maseru@mphati.net)**

Clause 1.1.1.26 :

The Pricing Strategy is **Re-measurement Contract.**

Clause 5.3.1 :

The documentation required before commencement with Works execution are :

Health and Safety Plan (refer to clause 4.3)

Initial programme (refer to clause 5.6)

Security (refer to clause 6.2) Insurance

(refer to clause 8.6)

Clause 5.3.2 :

The time to **submit** the documentation required **before commencement** with Works execution is **28** days.

Clause 5.8.1 :

The non-working days are **Sundays**. The

**special** non-working days are:

1. New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Woman's Day, Heritage Day, Reconciliation Day, Christmas Day, Day of Goodwill. These days will also be excluded from time calculations.
2. The year break commences on **16<sup>TH</sup> December 2023** and ends on **7<sup>th</sup> January 2023**

**C1.2.4: CONTRACT DATA FOR PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA  
CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

Clause 5.13.1 :

The penalty for failing to complete the Works is **R5000.00** per day.

Clause 5.16.3 :

The latent defect period is 10 years.

Clause 6.10.1.5 :

The percentage advance on materials not yet built into the Permanent Works is max **80% of invoice price**.

Clause 6.10.3 :

The limit of retention money is **10%**.

Clause 8.6.1.1.2 :

No plant or materials shall be supplied by the Employer.

Clause 8.6.1.1.3 :

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is  
**R250 000.00**

Clause 8.6.1.3 :

The limit of indemnity for liability insurance is **R2 000 000.00**.

Clause 10.5.3 :

The number of Adjudication Board Members to be appointed is 1.

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

Clause 1.1.1.9 :

The name of the Contractor is .....

Clause 1.2.1.2 :

The Address of the Contractor is .....

.....

Clause 1.1.1.14 :

The time for achieving Practical Completion is .....

Clause 6.2.1 :

The security to be provided by the Contractor shall be one of the following :

<b>TYPE OF SECURITY (inclusive of VAT)</b>	<b>Contractor's Choice Indicate "yes" or "no"</b>	
Cash deposit of 10% of the Contract Sum		
Performance guarantee of 10% of the Contract Sum		
Retention of 10% of the value of the Works		
Cash deposit of 5% of the Contract Sum plus retention of 5% of the value of the Works		
Performance guarantee of 5% of the Contract Sum plus retention of 5% of the value of the Works		

## **PART C2: SCHEDULE OF QUANTITIES**

### **C2. SCHEDULE/BILL OF QUANTITIES**

The schedule of quantities forms the basis on which the Tenderer arrives at the offered total in the Form of Offer. By signing the Acceptance of the Form of Offer and Acceptance, the Employer accepts the Tenderers offer, and the Schedule of Quantities is then included in the Contract Agreement between the parties.

#### **C2.1.1 Preamble to Schedule of Quantities**

1.1.1 The General Conditions of Contract, the Special Conditions of Contract (if any), the Specifications (including the Project Specifications) and the drawings are to be read in conjunction with the Schedule of Quantities.

1.1.2 a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the supply and installation of permanent apparatus.

b) The Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.

1.1.3 Descriptions in the Schedule of Quantities are abbreviated.

1.1.4 The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for apparatus/work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.

1.1.5 A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

1.1.6 The contractor will be paid an amount for the item of work in the schedule of quantities which is the rate for the work multiplied by the quantity completed.

1.1.7 The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows :

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic meter-kilometre
MN	=	mega newton
MN.m	=	mega newton-metre
MPa	=	mega pascal
No.	=	number
Prov Sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

## **C2.2 SCHEDULE OF QUANTITIES**

The Schedule of Quantities for this tender stage will be incorporated as part of the contract at project implementation stage. The schedule is attached as Annexure E

The quantities set out in the Schedule of Rates are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.

The rates and/or prices to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.

**NOTE:** The completed Schedule of Quantities is required to be able to do a proper comparative analysis and provide a clear indication of how much it will cost Maluti-a-Phofung Municipality to implement the solution



**BID NO: SCM/BID/14/2022/23**

**C2.1.2 SUMMARY OF SCHEDULES**

<b>SUMMARY OF BILL OF QUANTITIES</b>		
SECTION 101	GENERAL REQUIREMENTS	
SECTION 201	ENGINEER'S REQUIREMENTS	
SECTION 301	SITE CLEARANCE	
SECTION 401	TRENCHING	
SECTION 501	PIPEWORK AND PIPE JACKING	
SECTION 601	VALVES AND FITTINGS	
<b>SUBTOTAL A: TOTAL OF BILLS OF QUANTITIES</b>		
Add 10% for contingencies on Subtotal B		
<b>SUBTOTAL B</b>		
Add 15% VAT on Subtotal C		
<b>CONTRACT PRICE CARRIED FORWARD TO FORM OF OFFER</b>		

**TIME FOR COMPLETION:** ..... weeks

**TENDERER:** .....

**DATE:** .....

**CIDB Status:** .....

**SIGNATURE:** .....

**Capacity of Signatory in Organization:** .....

**BANKING DETAILS**

**Bank:** .....

**Branch:** .....

**Clearance No.:** .....

**Account No.:** .....

**Phone Number of Branch:** .....

**BID NO: SCM/BID/14/2022/23**

## **T2.2 RETURNABLE SCHEDULES**

### **OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**

The tenderer must provide the following returnable documents:

- Form 2A: Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see [www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php)) or a registered auditors approved by IRBA if preference points are claimed in respect of Broad-Based Black Economic Empowerment.
- Form 2B: Certificate of Contractor Registration issued by the Construction Industry Development Board
- Form 2C: A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
- Form 2D: Central Supplier Database

### **Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data Part 2: Data Provided by the Contractor
- C1.3 Performance Guarantee
- C2.2 Bill of Quantities

**Form A: Compulsory Declaration**

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

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	
---	--

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration number</b>	<b>reference</b>

**Section 6: Particulars of principals**

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>

Attach separate page if necessary

## Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |  |  |
|--|--|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |  |

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

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

\*insert separate page if necessary

## Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

\*insert separate page if necessary

#### Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes      ☐ No      (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

#### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and: i) neither the name of the tendering entity or any of its principals appears on:

- a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
- b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))

ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers

v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;

vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signature		Date
Capacity under which the Bid is signed		Name of bidder

NOTE 1 The Standard Conditions of Tender contained in Annexure F of the CIDB "Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015" prohibits anticompetitive practices (clause F1.1.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (F1.1.2) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause F.2.13.1 ). Clause F3.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause F1.1.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties

**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**

- Sworn affidavit and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof.

**BID NO: SCM/BID/14/2022/23**

## **T2.2 RETURNABLE SCHEDULES**

### **T2.2.1: AUTHORITY OF SIGNATORY**

#### **T2.2.1.1: SIGNATORIES FOR COMPANIES**

##### **Form D: Authority of Signatory**

Details of person responsible for tender process:

Name :

\_\_\_\_\_

Contact number :

\_\_\_\_\_

Office address :

\_\_\_\_\_

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

---

#### **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:

**BID NO: SCM/BID/14/2022/23 - PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA**

**CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS** and any Contract which may arise there from on behalf of:

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

SIGNED ON BEHALF OF THE COMPANY IN HIS CAPACITY AS:

\_\_\_\_\_

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

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

\_\_\_\_\_

---

AS WITNESSES: 1. \_\_\_\_\_

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



**PRO-FORMA FOR JOINT VENTURES:**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms \_\_\_\_\_,

Authorised signatory of the company \_\_\_\_\_,

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

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

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- Duly signed and dated original or certified copy of Authority of Signatory on company letterhead.

**TENDERER :** .....

**DATE..... T2.2.2:**

## SCHEDULE OF PLANT AVAILABLE

### Form L: Schedule of Infrastructure and Resources / Plant and Equipment

*Note: Attach additional pages to this page if more space is required.*

Provide information on the following:

#### 1. Infrastructure and resources available for this project:

Physical facilities and Buildings.

Description	Address	Owned / Leased

#### 2. Equipment

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

1. Earthmoving Equipment	No. of Units Owned by Contractor	Number of Units Allocated to this Contract	
		Owned	Hired
2. Construction Equipment			

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?

---

TENDERER: .....

DATE.....

## T2.2.3: PREVIOUS EXPERIENCE OF TENDERER

### Form J: Schedule of Previous Experience

The procedure for the evaluation of responsive Bids will be on the average of the previous four projects where the firm was involved for Maluti-a-Phofung projects or other clients. Reference of clients other than Maluti-a-Phofung 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 four 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 of Work / Experience	Value (R) VAT excluded	Period work executed		Reference		
		Appointment Date	Completion Date	Name	Organisation	Tel No and e-mail

### Form K: Schedule of Current Projects

Provide the following information on current projects. **This information is material to the award of the Contract.**

Description of Project	Value (R) VAT excluded	Appointment Date	Completion Date	Reference		
				Name	Organisation	Tel No and e-mail /

#### T2.2.4: DAYWORK SCHEDULE

The Tenderer shall complete this Annexure in every respect.

*The rates and prices given below shall be utilized in settling any claim or claims for which no comparable rate is available in the Schedule of Quantities.*

The Tenderer will be required to prove that such rates and prices are reasonable.

##### 1. MATERIAL

□	Cement	Per 50kg pocket delivered	.....
□	Sand	Per cubic metre delivered	.....
□	38mm - Nom. stone	Per cubic metre delivered	.....
□	20mm - Nom. stone	Per cubic metre delivered	.....
□	13mm - Nom. stone	Per cubic metre delivered	.....
□	G7 Backfilling material	Per cubic meter delivered	.....
□	Engineering clay bricks	Per 1000 delivered	.....

##### 2. LABOUR

□	Foreman	Per week	.....
□	Ass Foreman	Per week	.....
□	Skilled labour - concrete	Per hour	.....
□	Skilled labour – steel fixing	Per hour	.....
□	Skilled labour – pavement laying	Per hour	.....
□	Plumbers	Per day	.....
□	Brick layers	Per day	.....

The above wages and rates shall allow for the gross remuneration of workmen and foremen and the nett cost of materials actually used. These rates shall be subject to the markup percentages stated in the Contract data as required under Clause 40(4) b of the General Conditions of Contract.

##### 3. TRANSPORT

Rate per cubic meter per kilometer as

- Measured in vehicle
- Rate per metric ton per kilometer

No percentage allowance shall be added to rates for transport.

#### 4. PLANT

The Contractor is to provide rates for any equipment and plant he may consider necessary for the execution of any daywork he may encounter. Rates stated here shall include all profit, etc. These rates will be deemed to include the cost of operator/s if any. In the event of plant used for which no rates are mentioned hereunder, the costs will be held as the average of the rates supplied by three recognized plant hire specialists including an extra over of 15%.

DESCRIPTION		OPERATING TARIFF	STANDING TIME TARIFF
Backactor	Per hour		
.....	Per hour		
Backactor	Per hour		
.....	Per hour		
Backactor	Per hour		
.....	Per hour		
Backactor Case	Per hour		
.....	Per hour		
Backactor	Per hour		
.....	Per hour		
Loader			
.....			
Tippers .... m <sup>3</sup>			
.....			
Compressor			
..... c.f.m.			
Grader			
.....			
Bulldozer			
.....			
Bulldozer			
.....			

TENDERER: .....

DATE.....

**T2.2.5: STATUS OF CONCERN SUBMITTING THE TENDER**

**1. GENERAL**

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern)

(Make an X in the appropriate space hereunder)

Company ☐ Closed Corporation ☐ Joint Venture ☐ Other ☐

**2. INFORMATION TO BE PROVIDED (Block letters)**

**2.1 IF THE TENDERER IS A COMPANY :**

- (a) Affix a certified copy of the Certificate of Incorporation to this page
- (b) List of Directors

.....  
.....

**2.2 IF THE TENDERER IS A CLOSED CORPORATION :**

- (a) Affix a certified copy of the Founding Statement to this page
- (b) List of Members

.....  
.....

**2.3 IF THE TENDERER IS A JOINT VENTURE:**

- (c) Affix a certified copy of the relevant status documents of concern to this page
- (d) List the firms forming part of the Joint Venture

.....  
.....

**2.4 IF THE TENDERER IS ANY OTHER:**

Provide full particulars and description for type of concern

.....

**TENDERER:** .....

**DATE:**.....

BID NO: SCM/BID/14/2022/23  
T2.2.6: PRELIMINARY PROGRAMME / CASH FLOW SCHEDULE

Tenderers shall provide their preliminary programme and estimated cash flow for the contract period including a provision for expected escalation but excluding contingencies.

	ACTIVITY	WEEKS				WEEKS				WEEKS				WEEKS				WEEKS				WEEKS				WEEKS			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
1																													
2																													
3																													
4																													
5																													
6																													
7																													
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9																													
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12																													
13																													
14																													
15																													
CASHFLOW																													

T2.2.6: PRELIMINARY PROGRAMME / CASH FLOW SCHEDULE

Tenderers shall provide their preliminary programme and estimated cash flow for the contract period including a provision for expected escalation but excluding contingencies.

	ACTIVITY	WEEKS				WEEKS				WEEKS				WEEKS				WEEKS				WEEKS				WEEKS			
		29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56
16																													
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28																													
29																													
30																													
CASHFLOW																													

TENDERER: .....

DATE : .....



**BID NO: SCM/BID/14/2022/23**

**T2.2.7: SUB-CONTRACTORS SCHEDULE**

**Form M: Schedule of Proposed Sub-Contractors**

<b>NAME AND ADDRESS OF SUBCONTRACTOR</b>	<b>DESCRIPTION OF WORK TO BE DONE BY SUB-CONTRACTOR</b>	<b>% age OF CONTRACT</b>	<b>VALUE OF WORK</b>

**TENDERER:** .....

**DATE**.....

**T2.2.8: STAFFING PROFILE****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.			
DESCRIPTION	Name of Full-time member	Staff to be appointed on this contract	
		No of Full-Time employment	No of Part Time employment
Site Agent			
Contract Manager			
Senior Foreman			
Construction Manager			
Quality Control Officer			
Safety Officer			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other 1.			
2.			
3.			

Provide two paged Curriculum Vitae (CV) of each Proposed Key Personnel to be used in this project. Each CV should give at least the following:

- Position in the firm and within the organization of this assignment;
- Proof of Educational qualifications;
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest;
- Language proficiency; and
- References (company name, individual name, position held, contact details).

**ATTACH THE FOLLOWING DOCUMENTS HERETO:**

- CV and qualifications

**BID NO: SCM/BID/14/2022/23**

**T2.2.9: ALTERATIONS BY TENDERER**

**Form O: Proposed amendments and qualifications**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause **F.1.6.2** of the CIDB Standard Conditions of Tender regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

**TENDERER:** .....

**DATE:**.....

**BID NO: SCM/BID/14/2022/23**

**T2.2.10: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that I, the undersigned Tenderer, visited the site on (date) .....

having previously studied the Contract Documents, I carefully examined the site.

I further CERTIFY that I am satisfied with the description of this work and explanations given by the said Engineer and that I understand perfectly the work to be done, as specified and implied, in the execution of this Contract.

**Signature** .....

**Name** .....

**Capacity** .....

**for the Tenderer** .....  
(Name and address of organization)

It is hereby confirmed that the above tenderer visited the site.

**ENGINEER** .....  
Mphati and Associates (Pty) Ltd

## T2.2.11: FINANCIAL ABILITY TO EXECUTE THE PROJECT

### Form T: Annual Financial Statements Declaration and Audited 3-Year Financial Statements

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

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable 3)

The enterprise has compiled its financial accounts [tick one box]:

- ☐ internally ☐ independently

- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

- ☐ enterprise has had its financial statements audited;  
name of auditor .....

- ☐ enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer: .....

- ☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements

- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

*[Attach the income statement and the balance sheet contained in the financial statement]*

- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....
- 8) The total liabilities as at the end of the financial year is R .....

### Form T: Annual Financial Statements Declaration and Audited 3-Year Financial Statements

#### ATTACH THE FOLLOWING DOCUMENTS HERETO:

- 3 Year audited financial statements.

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

TENDERER: .....

DATE.....

## T2.2.11: FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the tender is awarded to you Which of the following institutions will provide surety?

- Bank registered in terms of the Bank Act 1990 (Act 94 of 1990)
- Insurance Company registered in terms of the Short-Term Insurance Act 1998 (Act 53 of 1998)
- Cash
- Other (specify) .....


### FINANCIAL STATEMENTS

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

### DETAILS OF TENDERING ENTITY'S BANK

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

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

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

### TENDERER'S TAX DETAILS

Tenderer's VAT vendor registration number: .....

Tenderer's SARS tax reference number: .....

**TENDERER :** .....

**DATE :** .....

BID NO: MIG/FS1455/W/21/23



## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

Phuthaditjhaba  
Qwaqwa  
9866

P O Box 805  
Witsieshoek  
9866  
Tel: 058 718 3700  
Fax: 058 718 3700

---

Enquiries: Supply Chain Management Unit

### **T2.2.12 MUNICIPAL SERVICES, RATES AND TAXES** **Form G: Municipal Utility Account (not more than 3 months)**

#### **DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_  
has been duly authorized to sign all documents with the Tender for:

**BID NO: SCM/BID/14/2022/23 - PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA**  
**CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS** on behalf of

\_\_\_\_\_  
(Referred to herein as "the Bidder")

hereby make a declaration as follows:

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 THE FOLLOWING DOCUMENTS HERETO:**

- Municipal utility account invoice must be in line with the address on the CSD (not older than three months).
- If the company is operating on lease premises both the lease agreement and municipal utility account invoice must be attached, the same address as the lease agreement. (Failure to do so will lead to disqualification). It must not owe more than 3 months.

# **VOLUME 3**

# **CONTRACT**



## **C1.2 CONTRACT DATA**

### **C1.2.1 SCHEDULE OF CONTRACT DOCUMENTS**

#### **THE FOLLOWING DOCUMENTS FORM PART OF THIS CONTRACT:**

C1.2.1.1 “General Conditions of Contract for Construction Works Third Edition (2015)” prepared under the auspices of the South African Institution of Civil Engineers, The South African Association of Consulting Engineers and the Institution of Municipal Engineering of Southern Africa and the South African Federation of Civil Engineering Contractors.

C1.2.1.2 SABS 1200 – Standardized Specifications for Civil Engineering Construction (the applicable standardized specifications are listed in the Project Specification).

C1.2.1.3 Occupational Health and Safety Act. Act No. 85 of 1993.

C1.2.1.4 This volume containing Conditions of Tender, Special Conditions of Contract, the Project Specification, Bill of Quantities, Contract data, Agreement, Schedules, etc.

### **C1.2.2 GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract that apply to this contract are:

General Conditions of Contract for Construction Works Third Edition (2015).

As prepared under the auspices of the South African Institution of Civil Engineers, South African Association of Consulting Engineers and the Institution of Municipal Engineering of Southern Africa and the South African Federation of Civil Engineering Contractors.

#### **Copies of this document may be purchased from:**

- The Secretary SAICE East Wing Howick Gardens Waterfall Park BekkerStr Vorna Valley Midrand	- The Secretary SAACE St James House Hampton Park North 20 Georgian Crescent Bryanston Sandton 2021	- The Secretary SAFCEC 12 Skeen Boulevard Bedfordview 2008
---	--	--

It is deemed that the Contractor is in possession of and has read and understood the “General Conditions of Contract” described above.

### C1.2.3 SPECIAL CONDITIONS OF CONTRACT

The General Conditions of Contract make several references to the Contract Data for details that apply specifically to this Tender. The following contract specific data are applicable to this Contract

CLAUSE
<b>DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS</b> 1.1.1.15 The "Employer" means MALUTI-A-PHOFUNG MUNICIPALITY 1.1.1.16 The "Engineer" means Mphati and Associates (Pty) Ltd
<b>ENGINEER AND ENGINEER'S REPRESENTATIVE</b> 3.1.3 The duties and functions of the Engineer requiring the specific approval of the Employer before execution of any of these duties are as follows: i) Any variation of the form, quality of quantity of the Works or any part thereof which will result in the Tender Sum being exceeded irrespective of the magnitude of the over expenditure; ii) Any payment, which will result in the tender sum being exceeded irrespective of the magnitude of the over expenditure.
<b>BASIS OF CONTRACT</b> 4.2.2 In addition to what is stated in Clause 4.2.2, in matters relating to the safety of workmen or the public the Contractor shall comply with any instruction issued by the Employer's Safety officer. Add Clause 2.6 to read as follows : 2.6 Occupational Health and Safety Act 4.4.6 Add the following to Sub-clause : 4.4.6 "Should the employer make payment directly to a Nominated or Emerging Subcontractor in terms hereof, consequent on default on the part of the Contractor, the Contractor shall be deemed to have forfeited all his rights to receive payment of "handling charges", "commission" and/or other fees and charges to which, in terms of the Contract he would otherwise have been entitled, in respect of the amount so paid by the Employer directly to the nominated Subcontractor. If the Subcontractor fails to pay his labourers then the Employer reserves the right to pay such labourers directly from the contract or to nominate the Contractor to pay such labour. The Subcontractor shall be deemed to have forfeited all his rights to receive payment in terms of the contract or any subcontract."
<b>COMMENCEMENT OF WORKS</b> 5.3 Add Clause 5.3 to read as follows : The Contractor shall not start any work before receipt of the Engineer's instruction; which instruction is subject to the submission by the contractor of documentation required as set out in the Contract Data. 5.9 Add Sub-clause 5.9.8 to read as follows : "The Engineer shall give the survey details to the Contractor, whereafter the Contractor shall be responsible to establish his own benchmarks, reference pegs and setting out of the Works." "The Contractor shall take care not to disturb or destroy property beacons, trigonometrical survey beacons or setting out beacons. A registered Land Surveyor who shall certify such replacement shall replace property and trigonometrical survey beacons that have been destroyed or disturbed. The cost of replacing all beacons that have been disturbed or destroyed during the course of the Contract shall be borne by the Contractor."
<b>CONTRACTOR'S GENERAL OBLIGATIONS</b> 4.5.1.2 Add the following at the end of Clause 4.5.1.2 : The Contractor shall pay particular attention to the contents of the following Acts : a) Section 59 of the Industrial Conciliation Act No 28 of 1966 and any amendments thereto. <b>NB:</b> Unskilled labour in the building industry are subject to an agreement in terms of the said Industrial Conciliation Act. b) Machinery and Occupational Safety Act No 6 of 1983 as amended. c) Workmen's Compensation Act No 30 of 1941.

## CLAUSE

### PROGRESS AND TIME FOR COMPLETION

5.12.2 Add the following to this sub-clause :

Time is an essential element to the agreement. The Contractor will submit his claim for extension of time, either written at the normal site meetings, or in accordance with the conditions stipulated in the General Conditions of Contract.

#### 5.12.2.2 Abnormal climatic conditions

The Contractor must supply a rain gauge on site.

The amount of rain must be recorded daily by the Engineer's Representative and the Contractor for discussion at the site meetings.

No extension of time of completion will be granted for normal rainfall, but extension of time in terms of clause 5.12 of the General Conditions will be calculated according to the following formula, separately for each calendar month or part thereof. This will be calculated for the whole time of completion including any extension thereof that may be granted:

$$E = (Nw - Nn) + \frac{(Rw - Rn)}{20} \text{ if } (Nw - Nn) > 0.$$

WHERE

E = Extension of time in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month under consideration on which a rainfall of 10mm or more had been recorded.

Nn = Average number of days in the relevant calendar month as derived from existing rainfall records provided in the project specification on which a rainfall of 10mm or more has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Rn = Average rainfall in mm for the calendar month as derived from the rainfall records supplied in the project specifications.

The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro-rata values of Nn and Rn being used.

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds 10mm. The factor  $\frac{Rw - Rn}{20}$  shall be considered to

represent a fair allowance for variations from the average for the number of days during which rainfall does not exceed 10mm but when wet conditions prevented or disrupted work. This formula does not take into account any flood damage, which could cause further or concurrent delays and should be treated separately in so far as extension of time is concerned.

Accurate rain gauging shall be taken at a suitable point on the site, and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Should Nw for any month be smaller than Nn, the following formula shall be used:

$$E1 = (Nn - Nw)$$

Therefore, the total extension of time for completion will be the difference between E and E1.

$$\text{Total extension of time} = E - E1.$$

## CLAUSE

5.12.2.2 The following are the most reliable figures of Nn and Rn available and shall be used should no agreement be reached beforehand.

### **SOURCE OF INFORMATION : WEATHER BURO, PRETORIA**

Rainfall district : **MALUTI-A-PHOFUNG: WITSIESHOEK**

MONTH	Nn	Rn
January	8.5	166
February	4.3	71.7
March	6.3	86.4
April	3.2	34.2
May	1.6	17.8
June	1.2	10.4
July	0	0
August	1.6	21.5
September	1.6	18.2
October	5.8	67.9
November	7.3	127.4
December	6.3	84.9
<b>YEARLY AVERAGE</b>		<b>706.4</b>

This formula does not take account of flood damage, which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

6.8.2 The CPAF should be calculated according to the formula and the conditions as set out in the Contract Price Adjustment Schedule in the General Conditions for Construction Works.

6.8.3 Price adjustments for variations in the costs of special materials are allowed.

10.7.1 The determination of disputes shall be by arbitration.

### **PROVISIONS**

9.2. In addition to but without limiting the provisions of Clause 7.9 the following shall apply :

"If the Contractor fails to execute the works in accordance with the provisions of the Contract the Engineer may give notice in writing to the Contractor to make good the failure, delay or default and should the Contractor fail within seven (7) days to commence effective action to remedy the failure, delay or default then and in such case, the Engineer shall without prejudice to any rights under the Contract, and without invalidating the Contract, be at liberty to take such work out of the Contractor's hands and contract with any person or persons to complete such work. The cost to the Employer of so completing such work will be payable by the Contractor."

### **CESSIONS**

6.10 Add the following to this sub-clause :

1. Cessions will only BE ALLOWED on payment of material, labour and management.
2. Any other requests for cessions must be submitted to the Municipal Manager for consideration.
3. Cessions will not be allowed on newly awarded tenders. Contractors / companies may only apply for a cession after half of the timeframe allowed for the completion of the project has lapsed.

## CLAUSE

### **ACT No 85 OF 1993 OCCUPATIONAL HEALTH AND SAFETY ACT**

The employer and the contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993, hereinafter referred to as "the Act", that the contractor as an employer in its own right and in its capacity as contractor for the executions of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with the provisions of the Act, namely-

- i) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- iv) The contractor shall be obliged to report forthwith to the employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.
- v) The Contractor shall submit a complete Health and Safety Plan, in accordance with the Act prior to the commencement of any permanent work for approval by the engineer.

Addendum C contains the pre contract Health and Safety Specification which must be used as a guideline by the Principal Contractor and his appointed Sub Contractors to compile the Health and Safety Plan for this project and forms part of the tender documentation.

The Contractor must include as part of the Health and Safety Plan a procedure to create HIV/AIDS awareness amongst all of the workers involved in the project for the duration of the project, through the following strategies :

- Awareness about HIV/AIDS must be raised through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers.
- Informing workers of their rights with regard to HIV/AIDS in the workplace.
- Providing workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

### **C1.2.4 CONTRACT DATA: PROVIDED BY THE EMPLOYER & PROVIDED BY THE CONTRACTOR**

The above Contract Data have been placed for convenience after Part C1.1 Agreement and Contract Data Page 37, for this tender stage.

## **PART C2: PRICING DATA**

### **C2.1 PRICING INSTRUCTIONS**

Pricing instructions are incorporated in Part T1.2.1 Instructions to Tenderers; page 7 to 11.

### **C2.2 SCHEDULE OF QUANTITIES**

The Schedule of Quantities have been placed for convenience after Part T2.1 from page 43 for this tender stage and will be incorporated as part of the contract at project implementation stage.

## **MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**

### **PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

**BID NO: SCM/BID/14/2022/23**

#### **PART C3: PROJECT SPECIFICATIONS**

##### **SCOPE OF WORK**

This project specification consists of two parts. Part C3.1 contains a general description of the project and the requirements that shall be adhered to. Part C3.2 contains the variations on and additions to the standardized specifications applicable to the contract.

##### **STATUS**

All the Clauses in the General Conditions of Contract and the Special Conditions of Contract shall apply to the full extent of the contract and each distinct part thereof. The Project Specifications shall be read in conjunction therewith. The Project Specification is additional to and an extension to any other specification, and should any requirement or clause of the Project Specification conflict with other parts of the Specifications and/or General Conditions of Contract and/or Drawings, the requirements and stipulations of the Project Specifications shall apply. It shall be borne in mind that only the Parts of the Specification relevant to the Work, which is described in this Contract, be applicable on the Contract.

##### **ENGINEERING**

##### **STANDARDS AND CODES OF PRACTICE**

The following design standards for civil engineering infrastructure will apply:

- i) Guidelines for Human Settlement Planning and Design (Red Book),
- ii) SANS 1200: Standardized Specifications for Civil Engineering Construction.

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 GA	:	Concrete (small works)
SABS 1200 L	:	Medium-pressure pipe lines
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 LG	:	Pipe jacking

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## **PART C3.1: PROJECT SPECIFICATIONS**

### **C3.1.1 Maluti-A-Phofung Local Municipality Objectives**

The Maluti-a-Phofung Local Municipality objective is to ensure the effective, efficient, and sustainable water supply within its area of jurisdiction by improving in the supply of water. This will ensure that all residents have equal access to clean and safe water supply (both domestic and business).

This will ensure that quality water demand and conservation is practised by providing well designed and constructed water reticulation system and eliminate all forms of losses as much as possible.

### **C3.1.2 Overview of the Works**

The project requires (at a minimum) the implementation of the following items:

- Upgrading the connection and supply at the Mangaung Reservoir.
- Installation of HDPE pipes of various sizes for the water reticulation.
- Installation of water meter and standpipes for all the stands.

### **C3.1.3 Extent of Works**

The Works to be carried out by the Contractor under this Contract consists of:

- a) Bulk water supply
  - Connection at the Manguang Reservoir.
  - Trench excavations and installations of pipe works for gravity supply to the identified beneficiaries.
- b) Internal Reticulation
  - Trench excavations and installation of pipework for the water reticulation and supply to the identified beneficiaries.
  - House connection including installation of meters and standpipe and tap.

### **C3.1.4 Location of the Works**

The works are located within the Maluti-a-Phofung water supply and operational area as identified by the local councillor:

- a) Ha- Sethunya Township



### **C3.1.5 Temporary Works**

Temporary works shall:

- a) include the works required to locate, verify and protect existing services within the works area.
- b) include the works required to confirm pipe diameters and material where fitting installations and replacements are proposed.
- c) be such to ensure no or limited interruption to vehicular and pedestrian traffic; and
- d) be such as to allow the continued or uninterrupted supply of water to and from the reservoirs and/or pump stations.

The Contractor shall further note that stockpiling of materials, plant, excavated material or any other construction related infrastructure shall NOT be allowed in locations that may interfere with the operations of the Employer and the public in general.

### **C3.1.6 Specific Requirements – General**

The contractor will ensure that he always complies with the following:

- a) The requirements per site shall be issued to the contractor by means of a works order or formal instruction.

## **C3.2 ENGINEERING**

### **C3.2.1 Design**

Maluti-a-Phofung or the Engineer who is Employer's Agent, will be responsible for the design of the work to be executed under this project, except where it is explicitly stated in the Project Specification that another party is responsible for any portion of the design.

### **C3.2.2 Contractors Design**

Where contractor is to supply the design of designated parts of the permanent Works or temporary Works he shall supply full working drawings supported by a professional engineer's design certificate.

### **C3.2.2 Drawings**

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

Additional construction drawings will, in terms of Clause 5.9 of the General Conditions of Contract (2015), be issued to the Contractor by the Engineer/Employer on the commencement date and from time to time as required."

### **C3.2.3 Design Procedures**

All design and modifications thereto shall be communicated in writing and the contractor and engineer shall maintain lists to record and track all transactions.

## **C3.3 PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

### **TECHNICAL SPECIFICATION**

#### **C3.3.1 DESIGN CRITERIA**

##### **C3.3.1.1 Land Use**

The proposed project locality is the remainder of Witzieshoek 1926, Harrismith and is a communal land with no registered cadastral information. The stands in Ha-Sethunya area are not regular. Since there is no cadastral information, the stand sizes are not constant in the area. The road reserve is not well defined and varies in sizes.

The scope of the project does not allow for the proper relocation or establishment of the township. The proposed design and construction work will however seek to achieve that every stand is provided with a water connection without affecting the stand locations.

#### **C3.3.1.2 Topography and Geology**

The topographical survey was done 9th of December 2021. Control was Established using R8s Trimble GPS system and ground control points where erected.

An Aerial Survey was done using a Phantom 4 Drone to cover the mapped area. This area was as given by the local councillor and identified as beneficiaries. A total of 636 stands were surveyed.

The site generally slopes towards the west-eastern direction.

Desktop review of the geology of the area indicate that the area consists of colluvial material comprising medium dense silty-, and clayey sand. Class A and B soils are expected in the area.

#### **C3.3.1.3 Design consideration**

The main design criteria will be based on the need to supply adequate pressure at all water points. The internal water reticulation will be sized to cater for domestic and fire water requirements only.

The design of the rising main was done in accordance with the Guidelines for Human Settlement Planning and Design.

An analysis period of 20 years and a design period of 10 years were used for design with a 10% annual growth allowed for.

#### **C3.3.1.4 Hydraulic Design**

The hydraulic design was done according to the *Guidelines for the Provision of Engineering Services and Amenities in Residential Township Development (Red Book)*.

- Minimum pressure at peak demand = 25m (5m for site-specific cases)
- Maximum pressure at no-flow = 90m
- Pipe velocities at design flow = 0,6m/s to 1,2m/s
- Minimum pipe diameter = 75mm
- Minimum depth of cover = Sidewalks: 800mm  
= Streets: 1 000mm
- Valves: Type = Clockwise closure, non-rising spindle with resilient seal
- Valves: Location = At street corners, opposite erf boundary pegs
- Scour valves = Scour valves / hydrants to be provided at dead end of pipelines

## Fire hydrants

The fire demand is classified as Group 1: Low risk.

- Fire hydrants: Type = Clockwise closure, 65mm bayonet, screw down type
- Fire hydrants = Opposite erf boundary pegs, spacing at 240m on min. 75mm pipes
- Water meters = 15mm meter, including meter box and isolating valve

### C3.3.1.5 Water Demand

Design criteria used to calculate the Average Annual Daily Demand (AADD):

Land use	AADD	Unit
Residential	130	ℓ/capita/day
Schools	10 000	ℓ/ha/day
Churches	2 000	ℓ/day
Parks	12 500	ℓ/ha/day

## **C4. CONSTRUCTION PROGRAMME**

### **C4.1 COMMENCEMENT DATE**

The commencement date for the Contract programming purpose is as indicated on the appointment letter of the contractor.

### **C4.2 FORMAT AND DETAIL**

The construction programme shall be in the format of a bar chart (Gantt Chart) and shall in addition to normal activities and items include the following detail;

- i) cash flow on a monthly basis,
- ii) production rates for all activities,
- iii) dependencies between various activities or items,  
and
- iv) critical path for the execution of the works.

The format and detail of the programme shall be to the Engineer's approval.

### **C4.3 QUALITY CONTROL PLAN**

In addition to the normal construction programme the Contractor shall submit a quality control plan in accordance with SABS 0157 prior to commencement of any permanent work for approval by the Engineer. The Quality Control Plan shall make provision for regular reporting and reports shall be submitted to the Engineer on a monthly basis or more frequently if required.

### **C4.4 PROVISIONAL PROGRAMME**

A provisional programme which complies with the above mentioned requirements shall be submitted at tender stage. The provisional programme shall be based on an anticipated commencement date as indicated on the appointment letter.

The estimated duration of the project is 12 months.

### **C4.5 FEATURES REQUIRING SPECIAL ATTENTION**

The sequence of execution of activities should accommodate the continued operation of the existing water supply services for all areas.

#### **C4.6 CONFORMITY WITH EXPANDED PUBLIC WORKS PROGRAMME (EPWP) REQUIREMENTS**

The project is funded by a government agency and is subsequently destined to conform with EPWP requirements of employment, training and capacity building in as great an extent as can efficiently be achieved.

Tenderers are required to submit details of their proposed conformance with EPWP requirements of employment, training and capacity building with their tenders. This should include details of;

- i) the extent to which labour intensive construction methods are applicable and will be employed and the number of employment opportunities which will subsequently be created for local labourers, ii) the extent to which local sub-contractors will be employed with specific reference to conventional sub-contractors, sub-contractors employed on a management contractor basis and sub-contractors employed on a labour only basis where the main contractor will be responsible for logistics (eg materials and transport) and quality control and the sub-contractor will be responsible for the manpower component.
- iii) the extent to which support staff (clerks, messengers, typists, security personnel, drivers and labourers for general maintenance) will be employed from the local community, and iv) details of proposed education, training and capacity building programmes including the number of candidates to participate in the various programmes and the various institutions which will be contracted to present the training programmes.

The **conformity with EPWP requirements** will together with **Contract Price** be an important criteria for the evaluation and adjudication of the tender. In evaluating the tenders, any additional offer in regard to capacity building will be to the advantage of the tenderer.

The proposed conformance with EPWP requirements of employment, training and capacity building as submitted with the tender will become binding on the Contractor in terms of the Contract if his tender is accepted.

Guidelines for conformity with the EPWP requirements are contained in **Annexure D** and form part of this tender documentation.

## **C5 APPLICABLE STANDARDIZED AND PARTICULAR SPECIFICATIONS**

### **C5.1 STANDARDIZED SPECIFICATIONS**

SABS 1200 A	: General
SABS 1200 C	: Site Clearance
SABS 1200 D	: Earthworks
SABS 1200 DB	: Earthworks (Pipe Trenches)
SABS 1200 DK	: Gabions and Pitching
SABS 1200 DM	: Earthworks (Roads, Subgrade)
SABS 1200 G	: Concrete (Structural)
SABS 1200 L	: Medium Pressure Pipelines
SABS 1200 LB :	Bedding (Pipes)
SABS 1200 LC	: Cable Ducts
SABS 1200 LD	: Sewers
SABS 1200 LE	: Stormwater Drainage
SABS 1200 LF	: House Connections (Water)
SABS 1200 ME	: Subbase
SABS 1200 MF	: Base Course
SABS 1200 MG	: Bituminous Surface Treatment
SABS 1200 MH	: Asphalt Base and Surfacing
SABS 1200 MJ	: Segmented Paving
SABS 1200 MK	: Kerbs and Concrete Channelling

The term "Project Specification" must be replaced by "Scope of Works" wherever it appears in these standardized specifications.

### **C5.2 PARTICULAR SPECIFICATION**

In addition, the following particular specifications that are formed in the document shall apply:

Specification PA.	: MINIATURE SUBSTATIONS
Specification PSQ	: Borrow Pits and Borrow Materials
Specification PSW	: Building Work

### **VARIATIONS ON STANDARISED SPECIFICATIONS**

Should any requirement of the Project Specification conflict with any requirement of the Standardized or Particular Specification, the requirement of the Project Specification shall prevail.

The standardised / particular specifications are included as an **Annexure B** for completeness and convenience.

### **C5.3 Variations and Additions to the SABS 1200 Standardized Specifications**

Variations and additions to the SABS 1200 Standardized Specifications listed in C3.1.7.1 are given in Annexure B.

## **PART C6: SITE INFORMATION**

### **C6.1 SITE INFORMATION**

#### **C6.1.1 Site of Works and Access**

The general layout of the project site and the extent of the works is shown on the tender drawings. Access to the site will be obtained through the access roads and internal streets of the water services areas.

Any additional temporary access routes, which the Contractor DWA require will be his responsibility and no separate payment other than that provided for in the Schedule of Quantities will be made for the construction, maintenance or removal of temporary access routes. The Contractor will remove all temporary access routes prior to completion of the Contract and rehabilitate the areas to their original state.

#### **C6.1.2 Soil Conditions**

No trial holes have been excavated. The prospective contractors may make arrangements to have trial holes dug in the area on their own accord.

#### **C6.1.3 Existing Services**

All existing services shall be indicated to the contractor where after he will assume full responsibility for maintaining these in good running order. It shall be understood that the production of the existing plant shall in no way be impaired during the contract.

#### **C6.1.4 Surveying and Cadastral Beacons**

The Contractor shall be held responsible for the cost incurred in replacing or repositioning of any cadastral beacons, which may have been disturbed by his actions.

Under no circumstances shall unauthorized persons replace cadastral beacons and the Engineer shall be informed immediately of any disturbed beacons. The Engineer shall arrange for the replacement of any beacons by a competent Land Surveyor.

#### **C6.1.5 Facilities available on site**

##### **C6.1.5.1 Electricity**

The Contractor shall make his own arrangements with the Maluti-a-Phofung Municipality for electricity supply.

##### **C6.1.5.2 Water**

The Contractor shall make his own arrangements with the Maluti-a-Phofung Municipality for water supply.

#### **C6.1.6 Site Facilities Required**

##### **C6.1.6.1 Temporary Offices, Furniture and Equipment for the Resident Engineers**

The facilities that has to be provided for the Resident Engineer consist of the following:

- i) one office, fully equipped and furnished, for the use of the Engineer and the Client.
- ii) Office equipment such as printer, laptop and access to mobile communication
- iii) two carports,
- iv) survey assistants, materials and instruments, for his use whenever required.



#### **C6.1.6.2 Temporary Housing, Sheds, Etc. for the Contractor**

The Contractor shall provide at his own cost all housing and sheds of a temporary nature necessary for the convenience of his workmen and for storage of tools, plant and materials in positions to be approved by the Engineer. As soon as they are no longer required, the housing and sheds shall be removed and the site shall be restored to a clean and tidy condition. The Contractor shall also limit the movement of his equipment and personnel to the areas on site which have been pointed out by the Engineer.

#### **C6.1.6.3 Sanitary Facilities**

The Contractor must provide adequate sanitary facilities and sewerage disposal in accordance with the Malutia-Phofung health regulations.

# **ANNEXURE A**

## **PRO FORMA DOCUMENTS**

## FORM OF GUARANTEE

**BID NO: SCM/BID/14/2022/23**

WHEREAS **The MALUTI-A-PHOFUNG MUNICIPALITY**

(hereinafter referred to as "the Employer") entered into, a Contract with

.....  
(hereinafter called "the Contactor") on the ..... day of ..... 20..... for the

### **PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

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

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

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

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the sum of .....  
..... (R .....).
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as  
.....

IN WITNESS WHEREOF this guarantee has been executed by us at .....

on this ..... day of ..... 20.....

As witnesses:

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

Duly authorized to sign on behalf of

Address : .....  
.....

### **RETENTION MONEY GUARANTEE**

ISSUED TO: **THE MALUTI-A-PHOFUNG MUNICIPALITY** (hereinafter referred to as "the Employer")

ON BEHALF OF : ..... (hereinafter referred to as "the Contractor")

In connection with

**CONTRACT NO:**

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or portion of the retention monies provided for under the Contract;

**BID NO: MIG/FS1455/W/21/23**

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

1. Each demand by the Employer shall be in writing signed by the Employer and delivered to us at ..... or such other address be in ..... as we shall in writing notify to the Employer and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.

2. The Engineer's certificate referred to in Clause 1 shall certify

- a) that he is the Engineer in office as such in terms of the Contract,
- b) that the Contractor is in breach of his obligations under the Contract, and
- c) that the amount demanded, which amount the certificate shall specify,
  - i) does not exceed the amount of retention monies which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof, and
  - ii) does not exceed a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof.

3. We shall within ..... days after our receipt of a demand complying with the provisions of Clauses 1 and 2 ... make payment to the Employer of the amount demanded at ..... or at such other address in ..... as the Employer shall in writing notify to us.

4. Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

5. Our aggregate liability under this guarantee is limited to R .....  
.....

6. This guarantee shall expire on the date on which the last of the retention monies, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.

7. This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At ..... for and on behalf of .....  
..... on this ..... day of ..... 19 .....

Signature :

Capacity :

Address :

**As witnesses :**

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

**BID NO: SCM/BID/14/2022/23**

**FORM OF BOND FOR UNUSED MATERIALS ON SITE**

**EMPLOYER: THE MALUTI-A-PHOFUNG MUNICIPALITY**

**CONTRACTOR**.....

**DESCRIPTION OF CONTRACT**.....

We the ..... (Bank or Company) do hereby bind ourselves as surety in solidum and co-principal debtors to recompense the Employer in the event of his not acquiring ownership of materials for whatever reason, or in the event of his lawfully being required to make payment of any sum of money to any third party in order to obtain or retain ownership or full and free possession of the said materials, in circumstances where the Employer has paid the Contractor for the said materials on Site in terms of Clause 62(1)(b) of the General conditions of Contract, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of such payment for the said materials on Site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "No value received" and all other exceptions which DWA or could be pleaded against the validity of this guarantee, with the meaning effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to and shall not exceed .....

(R ..... ) will lapse after issue of the Completion Certificate in terms of the Contract, unless the surety is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

**FOR AND ON BEHALF OF THE SURETY:** .....

**SIGNATURE:** .....

**AT**.....

1. ....

2. ....

**NAME OF SURETY:** .....

**ADDRESS:**

.....

.....

## APPOINTMENT – GSR 11(1)

### BUILDING WORK SUPERVISOR

The Occupational Health and Safety Act 85/1993.

#### GENERAL SAFETY REGULATION 11(1)

Every employer who performs building work shall charge a full-time employee, designated in writing by the employer, with the duty of supervising the performance of such building work. Provided that if such employer himself has the experience contemplated in sub regulation (2) and supervises the work himself, such charging and designation need not be done.

#### GENERAL SAFETY REGULATION 11(2)

An employee contemplated in sub regulation (1) shall be a person who has had at least 2 years' experience in the type of building work for which he is to be designated.

#### GENERAL ADMINISTRATION REGULATION 1

"Building work" means any work in connection with:

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling or addition to a building;
- (b) the installation, erection or dismantling of machinery.
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, street, runway, sewer or water reticulation system or work on any similar project; or
- (d) the moving of earth, clearing of land or making of an excavation or work on any similar project.

### DESIGNATION

Therefore, in accordance with General Safety Regulation 11(1) and (2) and General Administrative Regulation (1) referred to above:

I, ..... DESIGNATED OFFICIAL FOR .....  
do hereby designate ..... as a Building Work Supervisor over his demarcated  
areas of responsibility .....  
..... (state demarcation e.g. structure, finishes, etc) for

the SITE / WORKPLACE: **CONTRACT**

.....

SITUATED AT:.....

DATE: ..... SIGNATURE:.....

### ACCEPTANCE OF DESIGNATION

I, ..... hereby accept this appointment as a BUILDING WORK SUPERVISOR and confirm that I am conversant with the relevant statutory provisions and regulations of the relevant Act in regard to the carrying out of building work.

SIGNATURE: .....

DESIGNATION: .....

DATE: .....

### DISTRIBUTION

1. Original displayed at plant division / on site.
2. Copy to central files.

# OCCUPATIONAL HEALTH AND SAFETY ACT 9/96/1993

## MANAGEMENT

### DESIGNATION

Chief Executive Officer with certain duties,

- (1) every chief executive officer as far as is reasonably practicable ensure that the duties of his employer as contemplated in this Act, are properly discharged.
- (2) With derogating from his responsibility or liability in terms of subsection (1), a chief executive officer may assign any duty contemplated in the said subsection, to any person under his control, which person shall act subject to the control and directions of the chief executive officer.
- (3) The provisions of subsection (1) shall not, subject to the provisions of section 37, relieve an employer of any responsibility or liability under this Act.

I, ..... CIVIL ENGINEER for ..... do hereby assign my duties to  
..... to ensure that the duties of the employer are carried out.

DATE: .....

SIGNATURE: ..... DESIGNATION: .....

### ACCEPTANCE OF DESIGNATION

I, ..... hereby accept this and confirm that I am conversant with the requirements of the OH&S Act and agree to carry out the duties as set out for the employer.

DATE: .....

SIGNATURE: ..... DESIGNATION: .....

### DISTRIBUTION

1. Original displayed on site.
2. Copy to central files.

## **ANNEXURE B**

### **STANDARDISED / PARTICULAR SPECIFICATIONS**



**MALUTI-A-PHOFUNG LOCAL MUNICIPALITY**  
**PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF**  
**WATER RETICULATION FOR 500 STANDS**

**STANDARDISED / PARTICULAR SPECIFICATIONS**

**SABS 1200 A: GENERAL**

**PSA 1 MATERIAL (Subclause 3.1)**

All material required for this contract shall bear the official standardization mark.

**PSA 1.1. Restrictions on Employee Accommodation**

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to site.

The Employer will place at the disposal of the Contractor an area to enable him to erect his site offices, workshops, stores, and any temporary housing the Contractor may wish to erect for his personnel. The temporary housing and ablution facilities shall comply with the requirements of the local Authority.

**PSA 2 CAPACITY OF PLANT AND EQUIPMENT (Clause 4)**

Add as Clause 4.3:

The Contractor shall supply plant and equipment in sound working condition and of adequate capacity to complete the Works well within the period or periods specified or stated in the appendix to the tender.

In addition, he shall have available on the Site adequate standby plant to ensure that operations designed to be executed continuously are not disrupted because of breakdown of any plant provided for such operations.

**PSA 3 CONSTRUCTION**

**PSA 3.1 DETAILED SETTING OUT (Subclause 5.1.1)**

The Contractor shall be solely responsible for the execution of the works to the correct line and level.

The Contractor shall carefully set out the works, employing a capable surveyor to the lines and levels gleaned from information provided.

The tolerance allowed in setting out shall be 10mm either way.

Work set out by the Contractor shall be checked by the Engineer where after any errors be rectified by the Contractor.

The Contractor shall provide at least three days' notice of such a check to the Engineer. The Contractor shall supply any material and labour required for the control survey work by the Engineer including the supply of and placing the necessary pegs, sight rails, etc. Any assistance, including checking, rendered to the Contractor by the Engineer shall not be held as relieving the Contractor of his responsibility in this respect. Should any portion of these works be constructed incorrectly, the Contractor shall at his own expense rectify the work to the satisfaction of the Engineer.

The Contractor shall be held solely responsible for the protection of all benchmarks, reference pegs and level pegs.

The Contractor shall establish at least three benchmarks at selected points.

**PSA 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS**

**(Subclause 5.2)**

Add the following to this subclause:

The Contractor shall ensure that he complies with all the requirements of the authorities concerned with respect to the safety of the works and labourers, including the provision and wearing of protective clothing. Any negligence or non-compliance of any of these requirements shall be viewed in a serious light and shall be sufficient reason for the Engineer to order the immediate suspension of the total extent of the Works.

The Contractor shall provide for artificial lighting for any part of the Works that may be required for the proper execution of the work.

**PSA 3.3 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES (Subclause 5.4)**

Add the following to the subclause:

Before commencing any excavation, the Contractor shall verify the position of all known or suspected obstacles by inspection of the site, examination of drawings or, where necessary by the excavation of trial holes. Any damage caused to existing services and works shall be repaired as expeditiously as possible by the Contractor at his own expense and shall be reported immediately to the Engineer.

Where permanent protective works are ordered by the Engineer, such works shall be valued as a variation. The Engineer will supply the Contractor with such information as may be available concerning obstructions and services, but whilst such information is given in good faith, it shall not relieve the Contractor of any of his liabilities, obligations, and risks under the Contract.

The Contractor shall be responsible for any damage to such public services and existing works in the execution of this Contract and shall reimburse the Public Authority or the Owner concerned for any repairs required or compensation for damage awarded.

Any alteration to public services shall be carried out by the Authority concerned.

The Contractor shall provide the necessary assistance during any operations necessary in connection with the removal, alteration or safeguarding of any public service.

The relevant authority and Engineer shall be informed of any damages without delay.

**PSA 3.4 DEALING WITH WATER ON WORKS (Subclause 5.5)**

Add the following to the subclause:

The Contractor shall be responsible for the dewatering of excavations and the full and adequate protection of the works against damage by storm or water from any source whatever. He shall construct all necessary diversion works and drains to deal adequately with and bypass all water and carry out any necessary pumping of water and supply all tarpaulins or other covers which may be required to protect any section of the work during heavy rain or storm together with any other labour work and material which, in the opinion of the Engineer is necessary to keep the work dry and safe at all times.

Full risk and cost of dealing with water shall be borne by the Contractor.

**PSA 3.5 POLLUTION (Subclause 5.6)**

Add the following to the subclause:

The Contractor shall maintain all access roads and the area where the offices, stores and workshops are situated to the satisfaction of the Engineer. It shall be kept damp to limit dust and inconvenience or disturbance to the residents in the neighbourhood of the Works to a minimum.

**PSA 3.6 DEGREE OF ACCURACY (Subclause 6.2)**

Delete this subclause and replace with the following:

The Contractor shall construct each of the various parts of the Works to the degree of accuracy specified in the relevant standardized specification.

**PSA 4 TESTING**

No laboratory facilities are required on site. The Contractor shall use an independent laboratory for the necessary tests.

The cost of all testing to be carried out by the Contractor in terms of the requirement of the relevant SABS 1200 standards shall be included in the rates for the various work items listed in the Schedule of Quantities. No separate payments shall be made in this regard.

The Engineer may order the Contractor to arrange special check tests to be carried out by an approved independent laboratory. The results of these tests shall be made available to the Contractor.

The cost of special check tests ordered by the Engineer shall be borne by the Employer if the test results indicate compliance with the specification and by the Contractor if the results indicate noncompliance with the specification.

**PSA 5 MEASUREMENT AND PAYMENT**

**PSA 5.1 MEASUREMENT (Subclause 8.1.1)**

Add the following to this subclause:

In no case will any dimensions be allowed, or any quantities be included in the measurement for payment which shall exceed the dimensions required by the contract, or as ordered in writing by the Engineer in the case of extra work.

**PSA 5.2 PAYMENT (Subclause 8.2)**

Add the following to this subclause:

The quantities as shown in the Bill of Quantities are estimated quantities and are used for comparing tenders and awarding of the contract. It shall be noted that only the actual work executed, or materials supplied will be measured and paid for, therefore billed quantities may be increased or decreased as allowed for in the General Conditions of Contract.

The entire works shall be measured on completion by the Engineer and paid for at the relevant rates, according to the actual quantity of each item of work executed.

The Contractor shall have no claim for loss of profit on unexecuted works.

**PSA 5.3 MEASUREMENT AND PAYMENT FOR SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS (Subclause 8.3.1)**

Add the following to this subclause:

The tendered amount shall include the costs for the premiums of the surety for unused materials on site.

## **SABS 1200 AB: ENGINEER'S OFFICE PSAB:     ENGINEER'S OFFICE PSAB 1 MATERIALS**

### **PSAB 1.1    NAMEBOARDS (Subclause 3.1)**

Add the following to the subclause:

Notwithstanding the provisions of Subclause 3.1 of SABS 1200 AB, the standard name-boards complying with the recommendations of the South African Association of Consulting Engineers shall be provided. Details of the name-board will be available from the Engineers.

### **PSAB 1.2    OFFICE BUILDINGS (Subclause 3.2)**

Delete this subclause and replace with the following:

The Contractor shall provide the following furnished offices for the use of the Engineer and the Client. The office shall consist of one room with the following floor area:

Engineers' office - 20m<sup>2</sup>

The clear height of the office between floor and ceiling shall be 2,5m minimum. All windows shall be of the type than can be open over the full window area.

The office shall be weatherproof, shall have a concrete floor and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3m<sup>2</sup>. The office shall be well ventilated and shall be so insulated as to provide comfortable working conditions. The internal furnishings shall include:

- a)     one trestle table, 2m long x 1m wide x 0,9m high, with a smooth top;
- b)     one table or desk having a top of size at least 1,5m x 0,9m and at least one lockable drawer;
- c)     one high stool;
- d)     two chairs;
- e)     a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers;
- f)     shelving of total length 3m and of nominal width 300mm;
- g)     an acceptable blind on each window,
- h)     a wash-hand basin;
- i)     acceptable lighting;
- j)     provision for heating in winter and cooling in summer;
- k)     one conference type steel table with folding legs of size at least 4,0m x 0,9m.
- l)     The Contractor shall also supply a toilet for the exclusive use of the Engineer.

### **PSAB 1.3    CAR PORTS (New Subclause 3.2 (k))**

The Contractor shall provide two permanent car ports for the use of the Engineer. The car ports shall be so constructed that the vehicles parked under them will at all times be shaded from direct sunlight. The car ports shall be at least 20m<sup>2</sup> in area and shall have a hard stand of crushed stone.

## **PSAB 2 SURVEY EQUIPMENT (Subclause 5.5)**

The Contractor shall provide the following survey equipment on the site from the commencement to the completion of the Works:

1. 1 GPS full set
2. 1 automatic level set
3. 1 measuring wheel

The equipment may be shared by arrangement between the Contractor and the Engineer's Representative, but the remaining instruments shall be provided for the exclusive use of the Engineer's Representative. The Contractor shall keep the equipment continuously insured against any loss, damage, or breakage and he shall indemnify the Engineer and the Employer against any claims in this regard. Upon completion of the whole of the Works, the ownership of the equipment shall revert to the Contractor.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

## **PSAB 3 SURVEY ASSISTANTS (Subclause 5.5)**

The Contractor shall make available to the Engineer two suitably trained survey assistants for use on and about the SITE at all reasonable times for the duration of the Contract.

## **SABS 1200 C: SITE CLEARANCE PSC 1 MATERIALS (Clause 3)**

### **PSC 1.1 DISPOSAL OF MATERIAL (Subclause 3.1)**

Add to this subclause:

Material obtained from clearing and grubbing and from the demolition of structures shall be disposed of in a borrow pit indicated by the Engineer and shall be finished to the satisfaction of the Engineer.

### **PSC 2 CONSTRUCTION (Clause 5)**

#### **PSC 2.1 INDIVIDUAL TREES (Subclause 5.2.3.2)**

Add to this subclause:

Should the Contractor remove or damage any tree marked to be preserved, a penalty of R2,000.00 per tree shall be payable.

## **SABS 1200 DA: EARTHWORKS (SMALL WORKS) PSDA 1 CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1.2)**

Delete this subclause and replace with the following:

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All excavation for the foundations of structures shall be classified in accordance with the following classification.

#### **Hard Material**

Boulders of 0,5 cubic metres or more in volume;

or

Material which cannot be excavated except by drilling and blasting, or by the use of pneumatic tools, or mechanical breakers. (see PSDB 1 below)

#### **Soft Material**

All material not classified as hard material shall be classified as soft material.

The Engineer shall rule under which one of the above categories any excavation shall be classified and paid for.

### **PSDA 2 FREEHAUL (Subclause 5.2.6.1)**

The free haul distance within which the Contractor will be required to move material without separate compensation shall be 7.0 km. Overhaul will be paid for the moving of material beyond that distance.

### **PSDA 3 MEASUREMENT AND PAYMENT (Subclause 8)**

#### **PSDA 3.1 BASIC PRINCIPLES (Subclause 8.1.1)**

Change the following in this subclause:

The freehaul distance will be 7,0 km and not 0,5 km.

## **SABS 1200 DB: EARTHWORKS (PIPE TRENCHES) PSDB 1 CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1)**

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All excavation for pipe trenches shall be classified in accordance with the following classification.

### **PSDB 1.1 SOFT EXCAVATION**

Soft excavation shall be excavation in all existing fill material as well as excavation in material which can be efficiently removed by any of the following plant.

A bulldozer having a mass, including the mass of the ripper if fitted of 35 ton and having a flywheel power of approximately 220 kW.

### **PSDB 1.2 HARD EXCAVATION**

Hard excavation shall be excavation in material, which cannot be efficiently ripped by plant as described in PSDB 1.1.1. This excavation generally includes material such as formation of unweathered rock which can only be removed after blasting or boulders of 0,5 m<sup>3</sup> or larger in volume.

The Contractor shall be at liberty to use any method he wishes to excavate any class of material, but the method of excavation shall, however, not dictate the classification of the excavation.

The Engineer shall decide under which one of the above classes any excavation shall be classified and paid for. In the first instance the classification shall be based on inspection of the material to be excavated and the method of excavation proposed by the Contractor. In the event of disagreement between the Contractor and the Engineer, the Contractor shall, if required, make available such mechanical equipment as specified in order to test the reasonable removability or otherwise of the material. The decision of the Engineer as to the classification shall thereafter be final and binding.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

### **PSDB 1.3 SOILCRETE**

The tendered rate shall include payment for the construction of the soilcrete complete and according to specifications including Portland Cement used at a rate of 7% of the dry density of the soil used and the placing of rocks to support the soilcrete at the end of the trenches.

## **PSDB 2 CLASSIFICATION OF EXCAVATION BY HAND (New Subclause 3.8)**

### **PSDB 2.1 SOFT EXCAVATION**

Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers.

### **PSDB 2.2 INTERMEDIATE EXCAVATION**

Intermediate excavation shall be excavation in material that requires prior breaking using mechanical equipment, such as pavement breakers with clay spades, before being removed from the trench.

### **PSDB 2.3 HARD ROCK EXCAVATION**

Hard rock excavation shall be excavation in material other than 3.8.1 and 3.8.2 above which by nature of the material requires prior breaking using mechanical equipment, such as pavement breakers with moil points, before being removed from the trench.

## **PSDB 3 FREEHAUL (Subclause 5.6.8)**

The freehaul distance within which the Contractor will be required to move material without separate compensation shall be 2,0km. Overhaul will be paid for the moving of material beyond that distance.

## **PSDB 4 MEASUREMENT AND PAYMENT (Subclause 9)**

The freehaul distance will be 2,0km and not 0,5km.

## **PSDK: GABIONS & PITCHING**

### **NO VARIATIONS TO STANDARD SPECIFICATION.**

#### **PSDM                EARTHWORKS (Roads, Subgrade) PSDM 1                MATERIALS (Subclause 3)**

##### **PSDM 1.1           CLASSIFICATION OF EXCAVATED MATERIAL (Subclause 3.1.2)**

Delete this subclause and replace with the following:

Distinction shall be drawn, for payment purposes, between excavation in hard and soft material. All roadbed excavation shall be classified in accordance with the following classification.

##### **PSDM 1.1.1           Soft excavation**

Soft excavation shall be excavation in all existing fill material as well as excavation in material which can be efficiently removed by any of the following plant.

A bulldozer having a mass, including the mass of the ripper if fitted of 35 tonnes and having a flywheel power of approximately 220 kW.

##### **PSDM 1.1.2           Hard excavation**

Hard excavation shall be excavation in material which cannot be efficiently ripped by plant as described in PSDM 1.1.1. This excavation generally includes material such as formation of unweathered rock which can only be removed after blasting or boulders of 0,5 m<sup>3</sup> or larger in volume.

The Contractor shall be at liberty to use any method he wishes to excavate any class of material, but the method of excavation shall, however, not dictate the classification of the excavation.

The Engineer shall decide under which one of the above classes any excavation shall be classified and paid for. In the first instance the classification shall be based on inspection of the material to be excavated and the method of excavation proposed by the Contractor. In the event of disagreement between the Contractor and the Engineer, the Contractor shall, if required, make available such mechanical equipment as specified in order to test the reasonable removability or otherwise of the material. The decision of the Engineer as to the classification shall thereafter be final and binding.

The Contractor shall immediately inform the Engineer as and when the nature of the material being excavated changes to the extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to timeously advise the Engineer shall entitle the Engineer to classify, in his sole discretion, such excavation as may have been executed in material of a different nature.

#### **PSDM 2               PLANT (Clause 4)**

Add the following to this clause.

The following plant is necessary for roadbed preparation:

##### **a)               Vibrator roller**

The vibrator roller must be able to apply a combined static and dynamic load of not less than 120 kN/m at a working frequency of 1500 r.p.m. maximum.

##### **b)               Impact roller**

The impact roller shall be a single multi surface roller with a maximum of five flat or nearly flat surfaces and a roller mass of 8 to 10 tons. The roller and tow mechanism, which shall be of the free fall type, shall be designed to make all the energy necessary to take the roller onto the ridge between two flat surfaces available for distribution at impact when the roller falls. The roller shall be towed at a speed of between 8 and 10 kilometres per hour.



### **PSDM 3        METHODS AND PROCEDURES**

#### **PSDM 3.1        STRIPPING OF TOPSOIL (Subclause 5.2.1)**

Add the following to this subclause.

Before the Contractor does any roadbed preparation, he shall get instructions from the Engineer on any stripping of topsoil or clearing and grubbing that may be required. This work shall be carried out according to SABS 1200 C "Site Clearance".

During the compaction of the roadbed with an impact roller if required by the Engineer the roadbed shall be graded before each pass if, according to the Engineer, the surface is uneven and prevents the flat surface of the impact roller to fall uneven.

#### **PSDM 3.2        PREPARATION OF THE ROADBED (Subclause 5.2.3)**

Add the following as subclause 5.2.3.4.

##### **PSDM 3.2.1        Removal of unsuitable material**

Any roadbed material that will, according to the judgement of the Engineer, have a detrimental effect on the quality of the finished street, shall be removed to the depth and width as instructed by the Engineer, and will be disposed of according to specification. It shall then be backfilled with approved imported material and compacted to the specified compaction.

The Engineer may instruct the Contractor to remove over wet material which cannot form a solid layer or platform, and replace it with approved dry material. The Contractor will be paid for this operation if the Engineer is convinced that the material will not dry out in a reasonable time in spite of adequate temporary drainage and that the condition may not have been prevented by reasonable preplanning to build the work during the dry season.

## **SABS 1200 L: MEDIUM PRESSURE PIPELINES PSL 1 MATERIALS**

### **PSL 1.1 VALVES (Subclause 3.10)**

Delete this clause and replace with the following:

Valves shall comply with the requirements of SABS 664. All valves shall be tested hydraulically to the specified pressure. During testing the valves shall meet two conditions: firstly with the pressure applied with the valve completely open and thereafter to either side of the gate with the valve completely closed.

All valves shall be coated with a protective layer of paint or solution applied in an approved manner. All valves shall close in an anticlockwise direction when viewed from above on the spindle. All cap tops supplied on the range of valves, shall be of the same size in order that one size valve key may be used.

### **PSL 2 CONSTRUCTION**

#### **PSL 2.1 DEPTH AND COVERING (Subclause 5.1.4)**

Delete this clause and replace with the following:

**PSL 2.1.1** Except where permitted in PSL 2.1.2 hereafter, water pipes shall be positioned in such a way as to maintain a minimum cover of 1500mm from the finished surface to the top of the pipe.

Where stormwater pipes and/or sewer pipes cross the water pipe, the minimum free distance between the outside of any of the pipes and the outside of the coupling of the water pipe shall be 150mm. Should, at the specified minimum cover, the free distance be less than 150mm, the water pipe will be lowered to the required level ensuring the free distance for a minimum distance of 1,0m, either side of the centre line of the stormwater- or sewer pipe, beyond which the pipe will be sloped back to the required level according to PSL 2.1.1 as detailed in subclause 5.1.4.2 of SABS 1200 L.

#### **PSL 2.2 CONNECTION AT EXISTING PIPES**

Add the following to this clause as subclause 5.11:

All the consumers concerned as well as the Engineer and the Statutory Authority shall be notified in writing at least one week before the existing water supply is interrupted. Arrangements for the interruption of the water supply shall be made in advance with the Statutory Authority and the Contractor shall not be entitled to lodge any claims as a result of problems caused by non-compliance. Under no circumstances shall employees of the Contractor be allowed to interrupt the water supply at any time.

All activities during the interruption of the water supply shall be planned and co-ordinated beforehand and all the preparations possible shall be completed before the interruption to minimize the inconvenience to the consumers. The Engineer has the authority to stop or to postpone the interruption and the Contractor will not be entitled to any claims in this regard, should the Engineer be of the opinion that the interruption was prolonged more than necessary as a result of bad planning by the Contractor.

### **PSL 3 STANDARD HYDRAULIC PIPE PRESSURES**

#### **PSL 3.1 TEST PRESSURES AND TIME OF TESTING (Subclause 7.3.1)**

Add the following to subclause 7.3.1.2:

Test pressures on all pipes shall be 1,5 times its working pressure and the following test pressure shall be applied:

Class 9 : 1 350 kPa.

### **PSL 4 MEASUREMENT AND PAYMENT**

#### **PSL 4.1 SUPPLY, LAY AND BED PIPES COMPLETE WITH JOINTS (Subclause 8.2.1)**

Add the following to this subclause :

Rates for pipes and fittings shall include all joints and couplings that may be required. Additional payment will be made for class-to-class joints.

## **SABS 1200 LB: BEDDING (PIPES)**

### **PSLB 1 MATERIALS (Clause 3)**

#### **PSLB 1.1 BEDDING (Subclause 3.3)**

Delete this subclause and replace with the following:

Bedding for rigid pipes shall be as for Class C (see Drawing LB-1) and bedding for flexible pipes shall be selected granular material and selected fill material (see Drawing LB-2) except where shown otherwise on the drawings.

Bedding cradle for Class C bedding shall be of selected granular material (see 3.1)

The material for the selected fill blanket shall in all cases comply with the requirements of 3.2.

#### **PSLB 1.2 SUITABLE MATERIAL NOT AVAILABLE FROM TRENCH EXCAVATIONS (Subclause 3.4.2)**

Change the freehaul distance in this subclause from 0,5 km to 2,0 km.

### **PSLB 2 MEASUREMENT AND PAYMENT**

#### **PSLB 2.1 FREEHAUL (Subclause 8.1.6)**

Change this subclause to the following :

The freehaul distance is 2,0 km.

## **PSLD: SEWERS**

### **PSLD 1 MATERIALS**

#### **PSLD 1.1 mPVC PIPES**

Change this subclause to the following :

mPVC pipes and fittings shall comply with the relevant requirements of SABS 559 with the use of suitable approved flexible joints, and shall bear the standardization mark of the SABS. All rubber joint rings shall comply with the relevant requirements of SABS 974.

### **PSLD 2 TESTS AND ACCEPTANCE / REJECTION CRITERIA**

#### **PSLD 2.1 TESTING OF PIPES (Subclause 7.1.6)**

Delete this subclause and replace with the following.

Pipes shall only be tested by means of the standard air test.

#### **PSLD 2.2 WATER TIGHTNESS OF MANHOLES (Subclause 7.2.6)**

Amend Subclause 7.2.6 to read:

Where ordered by the Engineer, the Contractor shall arrange for the manholes to be tested in the following manner in the presence of the Engineer:

All sewer inlets and outlets to and from the manhole shall be closed with expanding plugs or other apparatus. Water shall then be introduced into the manhole up to a level approximately 50mm below the underside of the roof slab and left standing for a minimum of 2 hours.

The water level shall then be accurately measured at the end of each of four 15 minute intervals and the rate of leakage computed. In the event of the rate of leakage, if any, exceeding 5,0 l/hr/metre depth of manhole, or in the event of any weakness, defect or fracture or visible signs of leakage occurring in the manhole under test, the test shall be discontinued and the Contractor shall search for and rectify any weakness or defect in the manhole under test, such work or rectification to consist of repair or replacement or both. The manhole shall thereafter be retested in the manner specified. This process shall be repeated until satisfactory results are obtained.

The Contractor will be paid for the testing of the water tightness of manholes at the rate per manhole quoted by him in the Schedule of Quantities. The rate for the testing of manholes shall cover the cost of all plant, labour and material required for compliance with the above. The cost of rectification work and retesting of manholes that have failed the test shall be to the Contractor's account.

## **PARTICULAR SPECIFICATIONS**

### **PSQ BORROW PITS AND BORROW MATERIALS**

#### **PSQ 1 SCOPE**

Note that all imported material can be obtained from the allocated stockpile without any cost involved for the purchase of the material. This stockpile is situated next to the site and therefore a freehaul distance of 5 km will be set.

#### **PSQ 2 NEGOTIATIONS WITH OWNERS AND AUTHORITIES**

The Contractor shall, before entering private property for the purpose of opening borrow pits, constructing access roads, temporarily occupying certain land or inspecting the areas concerned, settle all claims with respect to royalties, or other matters to which the owner may be entitled to.

#### **PSQ 3 PROCURING BORROW MATERIALS**

##### **a) General**

The Contractor shall make his own arrangements for obtaining borrow materials which shall comply with the requirements of the specification for whichever purpose the material is intended.

##### **b) Borrow pit**

Should, at any time during construction, it appear that the quality or quantity of material available in a borrow pit be insufficient, the Contractor shall utilize other borrow areas obtained by him.

##### **c) Use of borrow materials**

The decision as to which source of supply the Contractor shall operate from at any time shall rest with the Engineer, and the Contractor shall at any stage of the work operate from the source most suitable, having regard to the quality and quantities of the materials available, and the ultimate cost to the Employer. No payment will be made for moving the Contractor's plant from one location to another.

The Contractor shall submit test results to the Engineer, 14 days before the start of the operations, in sufficient detail to satisfy him that the quality and quantity of the material available in the proposed borrow area is acceptable for the intended use, all at the Contractor's own expense.

Approval of borrow pits or borrow areas shall apply only to those portions of the pit or area from which acceptable material may be obtained or produced. The Contractor shall conduct his operations in any approved pit or borrow area or portions thereof so as to produce acceptable material.

The Contractor shall plan the exploitation of the borrow pits in such a manner that the various materials excavated may be selected and either loaded directly for use or stockpiled in the borrow area for later loading.

#### **PSQ 4 FINISHING-OFF BORROW AREAS**

On completion of his operations in a borrow area the Contractor shall reinstate the entire area so as to blend in with the surrounding area and to permit the re-establishment of vegetation. For this purpose the borrow area shall be shaped to even contours with no slopes steeper than 1 in 3, except where this may be done, with the Engineer's permission, in rocky material.

All material in and around the borrow area, whether spoil from road building operations, excess stockpiled material, oversize material left in the borrow pit, material resulting from clearing and grubbing operations and excess overburden, shall be used or disposed of as directed by the Engineer. Material not capable of supporting vegetation shall be buried and used in shaping the borrow area and be subsequently covered with soft material. All available soft material shall be spread evenly to the thickness directed and where sufficient material is not available for this purpose to cover the entire area, the remaining portions shall be scarified along the contours so as to avoid undue erosion.

All haul roads shall be obliterated and the surface scarified, earth banks constructed to prevent erosion and all damaged fences and other structures reinstated.

The shaping and finishing-off of the borrow pit shall be done in such a way that the borrow pit is properly drained whenever practicable and, where required, the Contractor shall place earth banks to divert any surface water away from the borrow area.

The finishing-off of any borrow pit shall be to the entire satisfaction of the Engineer and the Contractor shall submit to the Engineer a signed certificate from the landowner stating that he is fully satisfied with the finishing off of any borrow area.

## **PSQ 5            MEASUREMENT AND PAYMENT**

### **a)            Borrow material**

The rates tendered for the obtaining, procuring and furnishing borrow material shall not be payable directly, but shall be considered as a subsidiary obligation of the Contractor covered under the contract prices paid for the various items of work in which the materials are used, as provided in these Specifications.

Obtaining procuring and furnishing borrow material shall include full compensation for all obligations, expenses, operations as well as all investigations, supervision, labour, plant, equipment, tools and incidentals necessary thereto, including all such expenses as may be necessary to control test all materials, to drain and protect borrow areas and to complete all negotiations with and payment to landowners as specified as well as the final shaping and finishing-off of the borrow pit.

## **PSW: BUILDING WORK PSW 1 SCOPE**

This specification covers the supply of material and the construction of brickwork, waterproofing, carpentry and joinery, floor coverings, ironmongery metalwork, plastering, tiling, plumbing and drainage, glazing and painting as required and described on the drawings and in the bill of quantities.

### **PSW 1.1 GENERAL**

#### **PSW 1.1.1 SABS Specifications and codes of practice**

Reference in this document to South African Bureau of Standards specifications and codes of practice shall be deemed to be references to the latest issues of such specifications and codes, as may be amended from time to time. Where possible, all articles, materials or items described as conforming to the SABS specifications must bear the SABS mark.

### **PSW 1.2 MANUFACTURERS' INSTRUCTIONS**

Unless the Engineer otherwise directs, all materials shall be used, mixed, applied, fixed, etc. strictly in accordance with their manufacturers' printed instructions.

### **PSW 1.3 MATERIALS AND WORKMANSHIP**

Materials shall be of the best quality and all work shall be done well and to the entire satisfaction of the Engineer who shall inspect the works.

The terms "approved" and "directed" shall mean the approval and direction of or by the Engineer.

### **PSW 1.4 SAMPLES**

The contractor shall furnish without delay such samples as may be called for by the Engineer, who may reject all materials and workmanship not corresponding with the approved samples.

### **PSW 1.5 HANDING OVER**

Rates shall include for protecting finishing's, facing materials, components, fittings, equipment, etc., from staining or damage, and for handing over the works including any existing structures etc., affected by the works, in a clean and perfect state to the satisfaction of the Engineer.

## **ANNEXURE C**

### **OCCUPATIONAL HEALTH AND SAFETY**



## MALUTI-A-PHOFUNG LOCAL MUNICIPALITY

### PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS

BID NO: SCM/BID/14/2022/23

#### OHS OCCUPATIONAL, HEALTH AND SAFETY

#### SECTION A: INTRODUCTION

##### 1.1 Introduction to the Health and Safety Specification

The Construction Regulations (7 February 2014, R.84) places the responsibility on the Client to prepare a baseline risk assessment and a suitable, sufficiently documented and coherent site-specific Health & Safety Specification, which informs the appointed contractor of all the health & safety requirements pertaining to the associated works on the construction site as well as risks not successfully eliminated during design.

##### 1.2 Purpose of the Risk Assessment

The purpose of the risk assessment is to identify risks and hazards to which persons may be exposed. Base line risk assessment prepared by Agent of the Client attached. - **Annexure 1**

##### 1.3 Purpose of the Health and Safety Specification

The purpose of the Health and Safety Specification is to assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the promulgated Construction Regulations (7 February 2014, R.84) in order to manage health and safety risks and to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction Health & Safety Plan by the Principal Contractor and all subsequent Health & Safety Plans by Contractors.

The Health and Safety Specification sets out the intention of the Client and Designer. It also includes arrangements made by the Client, Health and Safety Agent or consulting Project Manager to ensure that the parties involved in the project cooperate and co-ordinate their activities, to remove or minimize the risks to health and safety of those who are involved in the construction project, or who may be affected by the work activities.

This document sets out the requirements, under a number of sections of Health and Safety Legislation, for the successful health and safety management of the project by the Principal Contractor in accordance with the requirements set out in this Health and Safety Specification. The Principal Contractor will be expected to integrate his own health and safety policy and arrangement documents into their Health & Safety Plan.

The format is in line with the requirements of Regulation 5. of the Construction Regulations (7 February 2014, R.84), for a Health and Safety Plan to be developed before the commencement of construction.

##### 1.4 Implementation of the Health and Safety Specification

The Construction Health and Safety Plan must be handed to the appointed Health and Safety Agent prior to the commencement of works. The Principle Contractor must submit the signed "Acknowledgement of receipt" (- **Annexure 2**) of this Health and Safety Specification on the date of issue or return to the Client or their representative with tenders. No Principle Contractor may commence with construction work until their Health and Safety Plan has been reviewed and approved by the appointed Health and Safety Agent.

##### 1.5 Health and Safety Targets

The following health and safety targets have been set for achievement during the period of this project.

- The achievement, by the Principal Contractor, of an incident-free project, as far as possible, with the prevention of all incidents, and the achievement of a nil "lost time injury" rate.
- The workforce's co-operation in ensuring that health and safety is everybody's responsibility.
- A proactive approach to health and safety by the construction management team.

- That safe working will be a condition of employment in all contractors' organizations.

## 1.6 DEFINITIONS

"CLIENT"	Shall mean Maluti-a-Phofung Municipality
"H&S"	Health, Safety & Environment
"Contractor"	Refer to the Mandatory who is employed on the Project and includes his own subcontractors who he further employs.
"Employer"	Means any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of that employer.
"Mandatory"	Includes an agent, a Contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.
"Principal Contractor"	Is the main Contractor, joint venture partners or consortium who employs or provides work on the Project.
"Project"	Refers to the contract and has reference to the premises or any part thereof where the work which has been contracted for is to be performed.

## 1.7 Reference Documents, Standards and Related Procedures Health and Safety

- The Occupational Health and Safety Act (No. 85 of 1993) and Regulations there under
- The Construction Regulations (7 February 2014)
- All other relevant Health and Safety Legislation
- Method statements supplied by consultant or designer
- National Building Regulations
- SANS 10089-2 & 3, SANS 10085, SANS 10108, SANS 10400, SANS 1200, SANS 10142
- JBCC

## 1.8. Costing Health and Safety

It is the responsibility of the Principle Contractor to make sufficient provision for OHS requirements and the following should be taken into consideration:

- Training:
  - First Aid
  - Safety Rep
  - Scaffold Erectors
  - All Operators
  - Safety Officer
- Equipment and PPE: Clothing
  - Safety Shoes
  - Gloves
  - Respiratory masks
  - Goggles/safety glasses
  - Road signs
  - Symbolic Safety Signs
  - First Aid equipment, kit and box.
  - Fire extinguishing equipment
  - Safety Harnesses
- Medical fitness certificates for all employees – Const. Reg. (7 February 2014)

## **SECTION B: HEALTH AND SAFETY PROJECT SPECIFIC SPECIFICATIONS**

### **1. OBJECTIVE**

This agreement is entered into by the parties in order to identify and stipulate the arrangements and procedures between the Client and Contractor in order to ensure that the Contractor and their subcontractors comply with all the H&S requirements along with all applicable legislation on the Project.

#### **1.1 INSURANCE**

- 1.1.1 The Contractor and its subcontractors warrant that they have the following insurance cover which shall remain in force whilst on the Project, or which shall remain in force for the duration of the contractual relationship between the Client and Principal Contractor, whichever period is the longest;
- a) Compensation Registration covering all occupational injuries and diseases and the cover must be paid up for the duration of the Project. Proof of this cover must be provided to the Principal Contractor in the form of a Letter of Good Standing from either the Compensation Commissioner or relevant insurance fund managers.
  - b) Adequate Public Liability insurance cover in relation to the work undertaken.
  - c) Any other insurance cover that will adequately make provision for any losses and/or claims arising from its subcontractors and/or their respective employees and/or omissions whilst on the Project.

#### **1.2 ADMINISTRATION**

- 1.2.1 The Contractor shall ensure that it has an updated copy of the applicable legislation on the Project at all times and that this copy is accessible to all employees. The Principal Contractor will also keep an updated copy on the Project for viewing by any Contractor.
- 1.2.2 The Contractor and its subcontractors shall ensure that a H&S File is implemented and maintained for the duration of the Project. This file must contain all relevant documentation pertaining to H&S related issues such as, appointments, risk assessments, accident procedures, incident investigations, training records, registers, check lists, safety meeting minutes and other H&S related documentation.
- 1.2.3 All comments contained in this section require specific measures to be incorporated into the construction Health and Safety Plan. The Principal Contractor may not allow work to commence on site before an adequate construction Health and Safety Plan is developed. The plan must contain the method statements, procedures and scope of works for the project. Further risk assessments and method statements must be carried out where the works may change, due to design changes. The construction phase Health and Safety Plan, developed by the Principal Contractor must also take into account current health and safety legislation and associated codes of practice.
- 1.2.4 The Contractor and its subcontractors shall also permit a representative from the Principal Contractor to view and inspect the file from time to time as determined by the Project requirements.

#### **1.3 SUPERVISION / APPOINTMENTS**

- 1.3.1 The Contractor and its subcontractors shall ensure that all work performed is done under the supervision of trained and competent persons.
- 1.3.2 The Contractor and its subcontractor shall appoint a Construction Manager in terms of the applicable legislation. This appointed person will be responsible to ensure that all H&S requirements are implemented and adhered to on the Project.
- 1.3.3 Attached to this agreement is a blank copy (**-Annexure 3**) of a standard Construction Manager appointment form, which must be completed and submitted with this agreement.
- 1.3.4 The Contractor's appointed Construction Manager will also be required to attend all scheduled H&S meetings of the Project.
- 1.3.5 The Contractor and its subcontractors shall further ensure that all other legislative appointments are implemented and maintained for the duration of the Project and that those employees appointed have the necessary training and experience to meet those requirements.

## **TRAINING**

- 1.3.6 The Contractor and its subcontractors shall ensure that all its employees are adequately trained and experienced to perform their work. Where semi-skilled employees are employed, adequate supervision must be available to maintain standards of work and to ensure compliance with H&S standards on the Project.
- 1.3.7 The Contractor and its subcontractors shall ensure that all employees undergo a formal H&S Induction prior to commencing on the Project. Proof of this induction must be submitted along with this agreement.
- 1.3.8 The Contractor and its subcontractors shall ensure that all its employees are in possession of valid licences and / or certificates of the correct code where machinery or plant is utilised. Proof of these licences and / or certificates will be kept in the Contractors H&S File.

## **1.4 ACCIDENT PROCEDURES**

- 1.4.1 The Contractor and its subcontractors shall ensure that a sufficient number of trained first aiders are available on site for the duration of the Project. The number and Level of training will be determined by legislative and Project requirements. A guideline however may be a Level 1 trained first aider at all times on site during construction work.
- 1.4.2 The Contractor and its subcontractors shall ensure that suitable first aid facilities are provided for the work to be performed. The number of first aid facilities and type of equipment will also be determined by the legislative and Project requirements.
- 1.4.3 Should the Contractor or its subcontractors utilize the Principal Contractors first aid facilities then this needs to be agreed upon in writing. Cost of first aid equipment will then be charged to the Contractor at the discretion of the Principal Contractor.
- 1.4.4 The Contractor and its subcontractors shall ensure that a suitable Accident Procedure is drawn up for the duration of the Project. This Accident Procedure must be submitted to the Principal Contractor and must contain the names of all emergency contact persons and contact numbers.
- 1.4.5 The Contractor will be responsible to inform the (relevant authorities i.e. Department of Labour, etc) of any Serious or Reportable Incidents which may occur in terms of the applicable legislation. All correspondence to the (Relevant Authorities) regarding these incidents must be copied and submitted to the Principal Contractor.
- 1.4.6 The Contractor shall ensure that a monthly report is submitted to the Principal Contractor and shall contain the following:
  - a) Man-hours worked for the relevant month (including subcontractors)
  - b) No of work-related injuries for the relevant month.

## **1.5 HEALTH & SAFETY REPRESENTATIVES**

- 1.5.1 The Contractor and its subcontractors shall ensure that an adequate number of health and safety representatives are appointed and trained, as per the requirements of the applicable legislation and / or Project H&S requirements. As a guideline one Health and Safety Representative should be appointed for every 20 employees.
- 1.5.2 The Contractor and its subcontractors shall ensure that regular internal H&S meetings are conducted and attended by the appointed Health & Safety Representative. The frequency of these meetings must be determined by the work activities performed along with the duration of the Project, however at least once a month.
- 1.5.3 The Contractor and its subcontractors shall keep record of these meetings in the H&S File along with the attendance records.

- 1.5.4 The Contractor Supervisor or his Health and Safety Representative will attend the main Project H&S meetings.

## **1.6 MEDICAL FITNESS CERTIFICATES**

- 1.6.1 The Contractor must ensure that all his or her employees have valid medical certificates of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

## **1.7 MACHINERY**

- 1.7.1 The Contractor and its subcontractors shall ensure that all the plant, machinery and equipment they wish to utilize on the Project is of sound order and fit for the purpose for which it is intended and that it complies with all applicable legislative requirements.

The Contractor and its subcontractor shall ensure that all plant, machinery or equipment is suitably guarded by means of insulation, fence, screening, or guarding. Further to this, all safety equipment in relation to plant, machinery or equipment is in a suitable and working condition.

- 1.7.3 The Contractor and its subcontractor shall ensure that all employees operating or utilising such plant, machinery or equipment are suitably trained, experienced and are aware of the dangers involved.
- 1.7.4 The Contractor and its subcontractors shall not permit uncertified employees from working on moving or electrically alive machinery. Isolation Procedures shall be adhered to by all.
- 1.7.5 Devices to start and stop machinery must be clearly labelled and in working order on all plant, machinery and equipment. Warning signs of relevant dangers must also be clearly visible.

## **1.8 HOUSEKEEPING / CLEANLINESS**

- 1.8.1 The Contractor and its subcontractor shall ensure that the area where the work is performed is at all times maintained to reasonably practicable levels of cleanliness. Further to this the following must be addressed:
- a) adequate care is taken to ensure correct storage and stacking of articles and material,
  - b) regular refuse removal is maintained,
  - c) the working area around machinery is clean and demarcated.
  - d) no articles or material are disposed from any height without the necessary precautions taken.
- 1.8.2 The Principal Contractor reserves the right to clean up after any Contractor who fails to adhere to these housekeeping requirements and to charge the Contractor accordingly.

## **1.9 GENERAL H&S REQUIREMENTS**

The Contractor and its subcontractors shall ensure that:

- 1.9.1 All employees are issued with the appropriate PPE and that they are trained in the correct use thereof.
- 1.9.2 Employees are medically certified to work on height and to operate Plant and Machinery.
- 1.9.3 All security measures implemented on the Project are adhered to and that random searching may be carried out.
- 1.9.4 All signs and notices implemented on the Project are adhered to and not damaged in any way.
- 1.9.5 Suitable firefighting equipment is made available and employees are trained in the safe use thereof.
- 1.9.6 No large volumes of flammable substances are stored and suitable precautions are taken to store those that are.
- 1.9.7 Suitable measures are in place with regards to sanitation, changing facilities, eating facilities, and drinking water.
- 1.9.8 Measures are taken to reduce any environmental impairment with regards to noise, ground, air and water pollution.
- 1.9.9 Suitable lighting is provided in all darkened working areas.

- 1.9.10 No employees are permitted to enter / work on the Project while under the influence of any intoxicating substances.
- 1.9.11 No machinery, article, substance, plant or PPE belonging to the Principal Contractor is used without permission.
- 1.9.12 No illegal immigrants are employed by the Contractor or subcontractor while on the Project. Without derogating from the generality of the above requirements and notwithstanding the applicable legislation the Contractor and its subcontractors shall ensure the following:
  - a) The provision of a safe and healthy working environment,
  - b) The provision of safe and healthy systems of work, plant and machinery,
  - c) The identification of the prevalent hazards to health and safety and the precautionary measures to be taken,
  - d) The provision of the necessary information, instructions and training,
  - e) The enforcement of the established precautionary measures,
  - f) Informing employees on their scope of authority,
  - g) Informing employees on their scope of authority,
  - h) Making employees conversant with the identified hazards and precautionary measures,
  - i) Ensuring that no employee is victimized as a result of adhering to these requirements.

The Client reserves the right to request immediate correction of any non-compliance identified in terms of this agreement by any Contractor and its subcontractors during the performance of the work on the Project. The Client further reserves the right to stop any work that does not comply with the H&S standards and without the cost to the Client. This agreement places the onus on the Principal Contractor to contact the Client/Agent in the event of the inability to perform as per this agreement.

#### **1.10 ADDITIONAL REQUIREMENTS**

Compliance to the Occupational Health and Safety Act 85 of 1993 or other applicable Legislative Requirements, is a legal requirement and all Contractors and subcontractors are required to adhere with the Legislation and its regulations to avoid prosecution by the Authorities. Over and above the Legal requirements, Contractors will be required to comply with the specific requirements of this document and client H&S requirements.

Contractors will provide to the Principal Contractor, before work commences, a written Health, Safety and Environmental Plan, which is to be approved by the Principal Contractor. The Contractor shall ensure the implementation and adherence to the Health, Safety and Environmental Plan by its Employees and subcontractors.

The Principal Contractor will ensure that all subcontractors employed on the Project maintain H&S files and submit such documentation to the Contractor on completion of their contract. Subcontractor H&S files will be handed over to the Principal Contractor by the Contractor on the completion of the contract work performed by the Contractor.

The Client/Agent reserves the right to stop any Contractor or his subcontractor from performing his activities if the Contractor or his subcontractors is found not adhering to the specified H&S Plan, contravening any Legal requirements, or not adhering to the Clients H&S Specifications for Contractors, or if the Contractor or his subcontractor is found performing his work activities unsafely.

##### **1.10.1 Requirements**

Contractors are responsible to comply with the Legislation and Contractual Requirements of the Principal Contractor and Client. However various systems will be implemented to ensure compliance by all Contractors on the Project. Contractors will be included in all H&S meetings and will receive copies of all H&S related documentation pertaining to their operations. Routine inspections and monthly audits will include Contractor operations. Formal action will be taken against Contractors failing to comply with the Project H&S requirements. The formal action could lead to financial implications and / or permanent removal from the Project.

##### **1.10.2 Mandatory Agreement / Contractor Specification – Section 37(2)- Annexure 4**

This document is deemed to be accepted once it has been issued unless written response is received within 5 (five) working days of issue. Contractors are required to sign this Contractor Safety

Specification, which includes the Mandatory Agreement (OHS Act 85 of 1993 – Section 37(2) Agreement) with the Principal Contractor. This Agreement covers various aspects such as Insurance, Administration, Supervision, Training, Accident procedures, H&S Representatives, First Aid, Housekeeping and General H&S requirements. Contractors will not be allowed to commence work, unless both Parties have signed this Agreement and all required documentation is on site. - **Annexure 5**

**1.10.3. Contractor Supervisor Appointment & Functions**

Attached to this Mandatory Agreement is a blank Construction Manager (– CR8(1)) Appointment Form. The Contractor shall appoint a trained and competent person in writing to oversee their respective operations. As with this Mandatory Agreement no work will commence until the Appointment form is received and the appointed person is qualified to be the Construction Manager for the Contractor on the Project.

**1.11 GENERAL ADMINISTRATION**

**1.11.1 Letter of Good Standing – Compensation Commissioner (COID Act 130 of 1993).**

The Contractor will supply an updated copy of their Letter of good Standing with either WCA or FEMA to the Client before work commences on the Project. Therefore, all employees who may be injured or suffer any disease associated with the work activities, will be covered in terms of the COID Act 130 of 1993.

**1.11.2 Notification of Construction Work**

As standard procedure, formal written Notification of all new Projects in the Republic of South Africa are submitted to the Department of Labour. Copies of the notification are kept on the Project H&S file. Additional copies are available on request. The Principal Contractor will do this notification.

**1.11.3 Monthly Project Man-hour & Injury Report**

The Contractor is required to submit a formal Monthly Report of the Hours worked and Injuries sustained to the Clients Agent.

**1.11.4 Safety File**

The Contractor will have and maintain a H&S file where all Administrative requirements will be kept. At the end of the Contractor's contract the Contractor will hand over his completed H&S file to the Principal Contractor who will submit all documentation to the client.

**The Construction Health and Safety Plan should include details of the following:**

- The positioning of the site access and egress points to ensure that any nuisance or risk to the occupants of the building and adjacent properties is minimised and controlled. This should be away from the adjacent occupied and sensitive premises.
- The location of temporary site accommodation to ensure that adjacent sensitive properties are not subjected to any nuisance arising from the use of the facilities.
- The location of unloading, layout and storage areas to reduce and minimise excessive manual handling of construction materials, damage to building and adjacent property and the security of the plant, equipment and materials.
- Requirements to maintain access for emergency service vehicles during works are necessary as well as the temporary relocation of existing firefighting equipment.
- The planning of traffic and pedestrian routes to ensure adequate protection for members of the public and site employees and operations.
- The use of suitable barriers, signs and the appointment of a flag person should be adopted to provide the required level of protection.
- The arrangements for the reception of prospective visitors.
- The site emergency plan should be taken into consideration when developing the Principle Contractor's own emergency plan.

The following should be contained in the Contractors H&S File:

- ☐ Copy of the Occupational Health and Safety Act (85 of 1993)
- ☐ Updated Letter of Good Standing with WCA or FEM - Const. Reg. 7(1)(c)(iv) • Clients Safety Specification
- ☐ Risk Assessments
- ☐ Fall Protection Plan
- ☐ Environmental Management Plan
- ☐ All Policy's
- ☐ All notices issued by DoL.

**Records specific to the Project:**

- ☐ Risk Assessments - Const Reg. 9
- ☐ Fall Protection plan - Const Reg. 10
- ☐ Mandatory Agreement - Sect. 37
- ☐ Safety Inductions of Employees - Const Reg. 7(7)
- ☐ Incident Recording & Investigation - GAR 9(1)
- ☐ Incident Reports - GAR 8(1)
- ☐ Health and Safety Rep. Inspections - Sect. 18
- ☐ Issue of PPE - GSR 2
- ☐ Safety Meeting Minutes - Sect. 19
- ☐ Letter of Good Standing from FEM or WCA - Const. Reg. 7(1)(c)(iv)
- ☐ Safety Toolbox Talks - Sect. 8, Const Reg.9(3)
- ☐ First Aid Box Contents - GSR 3(3)(a)
- ☐ First Aid Treatments - GSR 3(1)
- ☐ Training certificates of employees and Medical fitness certificates for employees working at heights.
- ☐ Training certificates and Operator Medical certificates for Operators of Plant, Machinery and Vehicles
- ☐ Medical fitness certificates issued by an Occupational Health Practitioner- Const. Reg. 7(8)
- ☐ Registers (as per list under section for Registers)

**Appointments**

- ☐ Appointment of Manager - Sect 16(2)
- ☐ Construction Manager - Const Reg. 8(1)
- ☐ Assistant Construction Manager - Const Reg. 8(2)
- ☐ Risk Assessor - Const Reg. 9(1)
- ☐ Fall Protection Supervisor / Planner - Const Reg. 10(1)(a)
- ☐ First Aider - GSR 3(4)
- ☐ Incident Investigator - GAR 9(2)
- ☐ Health and Safety Representative - Sect. 17(1)
- ☐ Electrical Machinery Operator/Inspector - Const Reg. 24(e)
- ☐ Scaffold Supervisor - Const Reg. 16(1)
- ☐ Formwork Supervisor - Const Reg. 10(a)
- ☐ Fire Equipment Inspector - Const Reg. 27(h)
- ☐ Construction Vehicle Operator / Inspector - Const. Reg. 23(1)(d),(k)
- ☐ Stacking Supervisor - Const. Reg. 28(a)
- ☐ Lifting Tackle Inspector - DMR 18
- ☐ Material Hoist Inspector - Const Reg. 19(8)
- ☐ Lifting Machine Inspector - DMR 18
- ☐ Demolition Supervisor - Const Reg. 14(1)

**1.11.5 Registers & Checklists.**

In order to ensure that all plant, equipment, systems and procedures are maintained in accordance to Legislative requirements, formal inspection Registers and Checklists have to be compiled. These Registers and Checklists are then complete by the appointed persons, who are designated in writing.



The completed forms are kept on the Contractors H&S file and then archived after Project completion. The following is a list of Registers and Checklists required to be completed for the applicable activities and at intervals as per the requirements of the Occupational Health and Safety Act 85 of 1993:

- ☐ Portable Electrical Equipment
- ☐ Hand Tools
- ☐ Construction Vehicle
- ☐ Scaffolding
- ☐ Form & Support work.
- ☐ Fire Extinguishers
- ☐ Construction Vehicles and Mobile Plant Equipment
- ☐ Explosive Power Tools
- ☐ Hazardous Chemical Substances
- ☐ Cranes
- ☐ Slings, Chains & Hooks (Lifting Tackle)
- ☐ Compressors
- ☐ Ladders
- ☐ Hoists
- ☐ Gas Welding / Flame Cutting
- ☐ Safety Belt / Safety Harnesses
- ☐ Distribution Boards
- ☐ First Aid Boxes
- ☐ Contact details with certified ID copies of all workers on site
- List of all subcontractors on site with contact details CEO and Construction Manager on site.

#### **1.12 SAFETY INDUCTION AND IDENTIFICATION**

- 1.12.1 The Contractor will ensure that all his employees and visitors will first go to the Principal Contractors Project Safety Officer or Site Agent for a Site Safety Induction or will explain and have the General H&S Induction form signed by all employees / Visitors, before the persons will be allowed onto the Construction Site. The Contractor will keep a copy of all the signed General H&S Induction forms on his H&S file and will issue the Principal Contractor with copies of all signed forms within 24 hours of new employees or visitors arriving on site. Failure to comply will result in a fine imposed onto the Contractor.
- 1.12.2 The Contractor will first take new employees to the Principal Contractor Project Safety Officer or Site Agent for a Site Safety Induction or will explain and have the form signed by the new employee, before the employee will be allowed to start work.
- 1.12.3 The Contractor will ensure that his employees are issued with some sort of identification i.e. Contractor name on Overalls, Hardhats or ID cards will be acceptable

#### **1.13 RISK ASSESSMENTS AND SAFETY TALKS (TOOLBOX TALKS)**

- 1.13.1. Base line Risk Assessment compiled by Client Agent attached. Contractor must compile and document the necessary Work Procedures and Method Statements that would control the activities to a degree that would be compliant with legislation and the requirements of this specification.
- 1.13.2 The Contractor must perform Risk Assessments of hazards and risks associated with the scope of work relevant to the Contractors appointment, shall be assessed, safe methods of work identified; safe working conditions and a healthy work environment will be provided. The following risk assessments by the Principle Contractor are to be considered:
- All task oriented risks – particularly working from height, services decommissioning and/or modification, etc.
  - Equipment risks
  - Physical risks
  - Chemical risks
  - Ergonomic risks

The following method statements and/or procedures must be available before work starts on site:

- Establishment of site welfare, first aid and emergency procedures (fire and security, etc).
- Welfare facilities to take into account demolition and/or contaminated soil removal if required.
- Noise and dust control during construction process.
- Arrangements for emergency fire, security and first aid facilities.
- Arrangements for emergency service vehicles access to the premises.
- Traffic management arrangements to protect site staff, public and road traffic from construction works and when loading and offloading of materials and equipment.
- Protection to overhead and underground services.
- Arrangements for dealing with emergency situations, particularly during demolition, deep excavations, overhead and underground services.
- Public protection arrangements.
- Method statement for demolition of structures including fall protection and/or asbestos handling plans.
- Contaminated waste materials handling (health and environmental issues) and records of waste removal.
- Selection and maintenance of plant and equipment.
- Selection of competent contractors.

**Following a high-level risk assessment done in terms of risks posed by construction activities to the Client, customers or staff, and 3rd party assets, members of the public and the environment, the recommendations therein need to be included in the Principle Contractor's Health and Safety Plan as follows:**

- Proper hoarding of demolition and construction area (sound construction, height & safety distance from works)
- Danger tape around all excavations
- Visible signage (e.g. "No unauthorised entry", "Warning construction in progress") and access control for demolition and construction area.
- All construction vehicles and plant to be properly maintained with daily inspections/checks done
- Safe routes established for pedestrian and vehicular traffic
- Use of competent contractors with competent supervisors
- No night work by contractors
- All employees to wear reflective vests when working close to public roads or where plant and vehicle movement take place
- Hard hat area declared with visible signage
- Structures adequately supported during demolition and construction
- Induction training of all contractors and visitors
- Lifting equipment to be of suitable design to carry load and offloading operations supervised
- All scaffolding erected as per SANS 10085
- Emergency response measures to be adapted to accommodate construction works
- Certificate of safe installation issued by electrical contractor before demolition and after commissioning
- Traffic control for construction area. Person controlling traffic or working close to traffic to wear hi-visibility jacket/vest
- Underground services to be identified within area of excavation works and necessary precautions established prior to commencement of works
- Hand excavation done in the event that underground services cannot be determined
- Permit to work system to be used with supervision by safety officer, when required
- Contaminated soil stockpiled on prepared surface as per Environmental Management Plan
- Segregation and disposal of contaminated soil to be done under controlled conditions as per Environmental Management Plan
- Asbestos removed and disposed of by an accredited contractor
- Machinery maintained as per OHS Act and manufacturer's spec

- All machinery and vehicles to be isolated at the end of each day and located within the hoarding if not removed from site
- 1.13.3 All Risk assessments shall be communicated to the employees of the Contractor by the Contractor before work starts.
- 1.13.4 When activities change the Contractor will be required to revise the risk assessment to suit the changed conditions and re communicate the revised risk assessment with the employees;
- 1.13.5 Copies of all risk assessments will be issued to the Principal Contractors Project Safety Officer or Site Agent for review and these will include copies where the Contractor's employees have signed confirmation of receiving the risk assessment information.
- 1.13.6 The Contractor is required to have a Weekly Safety Talk (Toolbox Talk) with his employees to inform them of safety issues related to their scope of work. The employees of the Contractor will sign acknowledgement of receiving the training and copies of the documents shall be kept on the Contractor H&S File and copies will be issued to the Principal Contractor Project Safety Officer or Site Agent.
- 1.13.7 Risk Assessor Appointment & Functions. The risk assessment process will be co-ordinated by a Contractor Appointed Risk Assessor. This person will oversee all risk assessments. Further to the above, the Contractor will ensure that all Appointed Contractor Supervisors convey the information on the risk assessment to the respective work crews and the contractor employees sign an Attendance Register.
- 1.14 APPOINTMENTS – SUPERVISORY**
- 1.14.1 All legal and client requirements regarding appointments will be adhered to on the Project. In all cases the person being appointed will have the necessary training and / or experience for the appointed position.
- 1.14.2 The Contractor will have an H&S Appointment Structure in place. The CEO will delegate certain responsibilities down to appointed employees; however, he will remain ultimately responsible.
- 1.14.3 Delegation of Duties – Section 16(2). The Contractor CEO will appoint his Managing Director and Contracts Director who will oversee that all legal, client and company H&S requirements are implemented, adhered to, and enforced.
- 1.14.4 Construction Work Manager CR8 (1). The Contractor will appoint a Construction Manager for the contract to supervise the construction process and thus ensuring that all legal, client and company H&S requirements are implemented, adhered to, and enforced. The appointed person will have the authority to appoint all other persons as may be required on the Project.
- 1.14.5 Assistant Construction Managers CR8 (2). Assistant Construction Managers may be appointed to assist the Construction Manager. Although their duties will be the same as the Construction Work Supervisor, the Construction Manager will remain accountable for any supervisory duty which the Assistants fails to conduct.
- 1.15 PROJECT H&S OFFICER**
- 1.15.1 Requirements CR8 (5). Contractors shall co-operate with such an appointed Principal Contractor Project Safety Officer and will adhere to his / her requests and recommendations.
- 1.15.2 Appointment & Functions. The function of the Project Safety Officer is to assist advice and enforce all H&S issues related to the Project. The duties of the Project Safety Officer will include but will not be limited to stop any Contractor who in his / her opinion works unsafely or poses a threat to any other person.

1.15.3 Monthly Inspection Report. The appointed Principal Contractor Project Safety Officer will be required to formally inspect the Project on a monthly basis and all findings will be recorded and distributed to the all appointed supervisors, client and or client agents, contracting companies and relevant Divisional H&S Departments. The Principal Contractor Safety Officer will also be required to do monthly audits on the Contractor Safety files and H&S Plans.

#### **1.16 H&S REPRESENTATIVES & COMMITTEE MEMBERS**

1.16.1 OHS Act 85 of 1993 – Sect 17 & 19. As per the legal requirements, the Contractor will appoint H&S Representatives & H&S Committee Members on the Project. These persons will be nominated by the Contractor workforce and will thus represent the workforce in all H&S related issues. A minimum of one H&S Representative will be appointed for every 20 employees. All H&S Representatives will be members of the Project H&S Committee and will meet on a monthly basis with the Project management to discuss H&S related issues.

1.16.2 Appointments & Functions. The appointed H&S Representatives and Committee Members shall be formally trained in their functions and responsibilities. These will also be clearly defined on their appointment forms.

1.16.3 Monthly Inspection Report. Each H&S Representative is required to complete a formal inspection report for their respective work areas. These reports are then tabled at the monthly safety meetings for review, however should the need arise a H&S Representative may at any time complete an inspection report and forward it directly onto the appointed Construction Manager. These monthly reports are kept in the Contractor Safety File and then archived after the completion of the Project.

#### **1.17 H&S MEETINGS**

1.17.1 Monthly H&S meetings with all H&S Representatives and other committee members will be conducted for the contract. Depending on the scope of work, monthly H&S Contractor meetings will also be conducted to discuss H&S related matters.

1.17.2 The Project H&S meetings are formalised with a standard agenda; however, each Project may adapt the standard agenda to meet either client requirements or joint venture requirements. Minutes must be kept for each meeting and distributed to each member. As will all H&S documentation these are filed on the Principal Contractor Safety files for viewing by either client or officials from the Department of Labour.

1.17.3 All persons attending H&S meetings are required to sign a standard attendance register as proof of attendance.

1.17.4 Contractor Supervisor Meetings. It might be required by the Client/ Agent to have a safety meeting with the supervisors of the Contractors when the need arises or if the Client/Agent sees fit to have meetings.

#### **1.18 ACCIDENT PROCEDURES**

1.18.1 Standard Accident Procedure. Fully equipped first aid boxes along with applicable signage must be placed in prominent areas on the Project. All accident investigations will be conducted by either the Project Contractor Safety Officer, appointed investigator or appointed Contractor H&S Representative.

1.18.2 First Aider Appointment & Functions. The Contractor will appoint a trained Level 1 First Aider. A minimum of one trained First Aider with his First Aid Box must be available for every 50 employees. Each trained First Aider must be appointed in writing and responsibilities should be in writing on the appointment form.

1.18.3 Name List of First Aiders. To promote the awareness of the trained First Aiders, their names and work areas shall be displayed in all prominent areas.

- 1.18.4 Emergency Evacuation Procedure. A Standard Emergency Evacuation Procedure must be developed by the Contractor in accordance with the Emergency Evacuation Procedure of the Principal Contractor. A Client's specific Evacuation Procedure will take preference over the standard evacuation procedure. Details of the Emergency Evacuation Procedure will be displayed in all prominent work areas.
- 1.18.5 To promote the awareness of the emergency numbers the lists will also be displayed in all prominent areas.
- 1.18.6 Employees Report of Accident Forms. In the unfortunate case of a person being injured and requiring medical attention the standard "Employers Report of Accident" form will be completed accordingly. Sufficient blank copies will be kept at the Contractors offices. As per the accident procedures copies will be sent to the medical practitioner and relevant company Head Office. A copy will also be kept on the Contractor Safety file
- 1.18.7 Investigation Form (Annexure 1). Each incident involving medical attention from either a doctor or hospital will be fully investigated on an Annexure 1 form. This form entails input from all parties namely the investigator, H&S Committee and Project management. Each investigation will be reviewed at the monthly H&S meeting. Once actioned the Annexure 1 form will be kept on the Contractor H&S file. If required the client will be notified immediately and a copy handed over.
- 1.18.8 Serious & Reportable Incidents. The Contractor will immediately inform the Client/Agent and the Principal Contractor of any serious or fatal accidents which occur. In the case of Fatality, the Contractor will also inform the Authorities (Department of Labour and SAPS) for their investigation.

## **2. CONSTRUCTION ACTIVITIES**

2. 1 Portable Electric Tools  
No Contractor will allow any employee to work with unsafe or damaged portable electric tools. All tools will be inspected before it is issued to employees. Any Contractor who does not conform to this requirement will be fined and the tool confiscated until it is made safe to use by the Contractor. All rotating parts will be sufficiently guarded to protect employees. Tools may only be used by competent / trained persons.
2. 2 Scaffolding  
No Contractor will allow any employee to work on unsafe or damaged scaffolding. Scaffolding will be inspected daily and after inclement weather by a competent appointed person.  
No work will be allowed on scaffolds during inclement weather conditions. Scaffolds will be fitted with a sign at the access to the Scaffold to indicate if it is safe or unsafe to use. Scaffolds will be constructed to SANS 10085 standards and OHS Act 85 of 1993 regulations.
2. 3 Ladders  
No Contractor will allow any employee to work on unsafe or damaged ladders. No person will be allowed to stand and work on the last 2 rungs of any ladder. When the ladder is longer than 3 m then another person will hold the ladder in place at the bottom and the ladder will also be tied to a solid structure at the top where possible. Ladders will be inspected visually before shifts starts and monthly on a register.
2. 4 PPE (Personal Protective Equipment)  
Compulsory PPE is Hardhats, Safety boots and overalls. Any other PPE required will be determined by the Risk Assessment. PPE will be issued to employees free of charge and a signed register will be kept by the Contractor to prove that PPE has been issued to the employee. Only full body harnesses will be allowed to be used by employees who are working on any unprotected heights. These harnesses must carry the SABS stamp of approval. PPE will comply with relevant SABS and OHS Act 85 of 1993 regulations.

2. 5 Fall Protection Plan

A detailed fall protection plan will be submitted by the Contractor to the Client for approval. A competent person will be appointed in writing to control and oversee all work being conducted by the Contractor.

All employees working on heights will be required to undergo a Medical Fitness test with an Occupational Health Practitioner, every 12 months as per the OHS Act 85 of 1993, Construction Regulations. Contractors working on heights will take precautions to prevent tool and equipment from accidentally falling from heights onto persons below. Where it can be prevented no person will work above other employees unless there is sufficient guarding protecting the employees below.

2. 6 Housekeeping

Housekeeping of the Contractors work area will be the responsibility of the Contractor. Housekeeping will be done throughout the day to prevent any material or tool obstructing the walkways of the employees.

Cleaning of the work area will be done throughout the day and a final clean-up near the end of the shift. If the contractor does not comply with the daily cleaning of this area, the Clients Agent reserves the right to hire a cleaning team and to charge the Contractor for the cost of the cleaning team.

2. 7 Stacking and Storage

Lay down areas will be kept neat and tidy. Areas will be barricaded and all equipment, material or tools will be stored neatly inside this area. Stacking of equipment or material will be one on level solid surfaces.

Overhanging of material will not be allowed.

Flammable liquids will be stored in a well ventilated store room with a Fire extinguisher placed on the outside of the store. Gas cylinders will be secured in a trolley while work is being done on the site and will remain upright at all times. Gas cylinders will be stored upright inside a well ventilated area, empty and full cylinders will be stored apart from one another. The Torch, pipes and regulators will be stored detached from the cylinders and will be kept in a storage box.

2. 8 Operators of Machinery

Operators of machinery will be required to complete a daily pre-start checklist before work commences.

Operators must be in possession of a valid Medical Certificate issued by an Occupational Health Practitioner and the operator will be in possession of a Competency Certificate for the machine he / she operates. Drivers of trucks or any other Vehicle or Plant travelling on Public Roads must also be in possession of a valid PDP licence. It will remain the responsibility of the Operator of a Vehicle / Plant /Machine to report all oil leaks to the supervisor and to have the Vehicle / Plant / Machine fixed as soon as possible. Where there are Life Threatening Faults the Vehicle / Plant / Machine will not be used until it has been sufficiently repaired.

2. 9 Cranes and Lifting equipment

Cranes and Lifting equipment will comply with OHS Act 85 of 1993, Driven Machinery Regulations (DMR)18. Operators of mobile cranes must be in the possession of a valid PDP licence, medical certificate and training certificate. Mobile cranes must have a valid load test certificate and must be inspected monthly by a competent person on register. All lifting equipment / tackle must have a valid load test certificate and will be inspected monthly by a competent person on register. At no stage will gas cylinders be lifted by a crane unless the cylinders are in a cradle designed to carry equipment. Cranes will be directed by a Banks man / Supervisor with sufficient communication with the crane. It will remain the responsibility of the operator to ensure that the loads are not slewed over other employees and that the mobile crane slew is barricaded with tape while the crane is in operation. Where there is a Life-Threatening Fault, the Crane Operations will not start until the faults have been sufficiently repaired and the Crane was issued with a certificate to prove the crane has been fixed and where applicable, a new load test was conducted.

## 2. 10 Flame cutting and welding

Gas cylinders will be in a trolley while work is being done on site and will remain upright at all times. Gas cylinders will be stored upright inside a well-ventilated area, empty and full cylinders will be stored apart from another. The Torch, pipes and regulators will be stored detached from the cylinders and will be kept in a storage box. Electric welders will have insulated electrical cables, electrodes and an effective earth system. Areas where welding is taking place must be barricaded with welding screens and sufficient warning signs have to be erected to protect other employees from the glare and sparks. Operator will be trained and experienced in welding. A Fire extinguisher will be in the area of work where any spark producing activity takes place. Contractors who fail to comply with legal regulations and the stipulations of this document will face legal action which can be instituted by the Principal Contractor or the Client.

## 2. 11 Eating facilities and storage

Every Contractor will be required to have a sheltered eating facility with storage space for food.

## 2. 12 Edge Protection

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items: protection of decking edges, finished floor slab or platform edges, stairways, floor penetrations, roof work and all other openings and areas where a person may fall. No exposed edges and other openings will be tolerated.

## 2. 13 Demolition Work

Demolition work will be done under supervision of a competent person. No floor or part thereof will be overloaded with debris or material in such way to make it unsafe. Adequate shoring or extra support will be used to prevent any accidental collapse of the structure being demolished. Safe means of access shall be provided by the Contractor. All waste and debris will be removed from site as soon as possible. The demolition area shall be well barricaded with relevant warning signs displayed on the barricading to prevent any unauthorised person to enter the demolition area. Dust will be minimized to an acceptable standard. When working with Compressors and Jack Hammers, the Contractor will ensure that all couplings are safeguarded with safety chains to the couplings. All service lines will be detected before the work starts and all service lines will be secured by competent persons before work commences.

## 2. 14 Form- & Support Work

Work will be done under supervision of a competent supervisor who has been appointed in writing. Before work commences drawings will be issued to the Principal Contractor. Decks will be erected in a systematic way and will at no time endanger any persons working on the deck. Handrails will be placed around the edges of the temporary or permanent decks. Safe access will be provided and fall protection will be used as per the Contractor's Risk assessment / Fall protection plan. No material will be thrown from any height.

## 2.15 Steel Assembling & Placing

Area where assembly takes place must be demarcated. When working at heights employees must be issued with safety harnesses and other PPE required as per the risk assessment. The correct tools must be used for the work to be done. When handling steel, beware of the cutting edges of steel and be aware of other people. When lifting steel with a crane the load must be well balanced.

## 2.1.16 Explosive actuated fastening devices and powered tools.

All operators will be trained by a competent company and will be appointed in writing. The operator will receive a training certificate which has to be forwarded to the Client/Agent. The "Gun" and the Cartridges will be stored in a lockable storage facility and will be stored separately.

## 2. 17 OHS Act 85 of 1993

This document does not replace any regulations or any part of the OHS (Occupational Health and Safety Act) Act 85 of 1993, but does conform to the requirements of the OHS Act 85 of 1993 Construction Regulations. The Client shall provide a Health and Safety Specification to the Principal Contractor and the Principal Contractor will issue such information to the employed Contractors on the construction Project. As an Employer, the Contractor remains responsible to ensure compliance with the OHS Act 85 of 1993 and its regulations.

## 2. 18 Non-Conformances

Any Contractor employee who is found not adhering to the Client H&S procedures, Contractor H&S Plan or OHS Act 85 of 1993 or who is observed doing unsafe acts or contributing to creating unsafe conditions will be issued with Site Instruction. Contractor employees will also be reprimanded as per the Company HR procedures, a first transgression constitutes a verbal warning, a second transgression constitutes a written warning and a third transgression constitutes a full disciplinary hearing as per the Company HR Procedures. Any Life-threatening unsafe act or condition must be treated as Gross Neglect of Company Safe Rules and Procedures and a Disciplinary Hearing shall be conducted to determine the root cause of the incident and the appropriate action which must be taken to rectify the unsafe situation or prevent future incidents from occurring. Copies of the Non-Conformance Report and disciplinary procedures must be kept on record.

Copies of all Non-Conformance Reports must be kept in the Project H&S File for references.

## 3. Organisational Arrangements

### 3.1. Site Rules

The Principal Contractor's organisational arrangements for health and safety on the project must include that of other contractors and sub-contractors involved. Site rules must be developed by the Principal Contractor to ensure that the restrictions, outlined in this Health and Safety Specification, are met.

In particular, arrangements and site rules must be developed to ensure that construction works do not put at risk the health and safety of any person.

The Principal Contractor must demonstrate a management structure for ensuring health and safety cooperation and coordination between all parties to the contract. This will include the development of a communications strategy between the appointed Principal Contractor, Contractors, Client, Health and Safety Agent, Design Team and consulting Project Manager. The Principal Contractor must ensure that an effective chain of communication exists, clearly showing that all levels of employees engaged on the contract participate in the communication process for health and safety concerns. Regular meetings will be established between the parties where health and safety performance will be discussed. Minutes must be kept and distributed for action following the conclusion of each meeting. Emergency and incident procedures must be developed and clearly co-ordinated between parties involved.

A security strategy must be developed by the Principal Contractor who must then communicate and coordinate the strategy to all parties to the contract.

### 3.2. Continuing Liaison

Procedures for liaison to continue between all parties throughout the project should include the particular points listed below. All unforeseen eventualities which may occur during construction and which affect previously recognized health and safety issues or resources should be reported to the Client's Health and Safety Agent and consulting Project Manager. The Principal Contractor's appointed Construction Manager, Health and Safety Representative and/or Construction Safety Officer will consult with the workforce on health, safety and environmental matters through committee meetings, site meetings, contractor meetings, toolbox talks or verbally if so required. The Client or Designer will inform the Principal Contractor and Health and Safety Agent of all new designs, which may affect health and safety.

Information which will be relevant for inclusion in the health and safety file, should be collated, and should include information from Contractors. Arrangements should be made by the Principal Contractor with other contractors to ensure any information required for the health and safety file, which is generated by the contractors' work, is stored and passed to the Principal Contractor prior to completion of the project.



The basic information, which will be relevant for inclusion in the health and safety file, should be passed to the Client. This should include but is not limited to the following:

- General details of the materials used in the construction process
- Details of the plan and equipment supplied and fitted
- Service details – gas, water, electricity, communications (telephone, cable, TV, etc)
- Specific maintenance details or requirements (plant, equipment, fixtures and fittings – where applicable)
- Suppliers' brochures for health and safety information (use, maintenance and repairs) • All Agreements, Safety Committee minutes and nominated competent individuals, etc.
- All training records – i.e. special training needs, induction and visitor inductions.
- Construction Health and Safety Plan
- All inspections and audits conducted
- Medical fitness certificates for all workers issued by an Occupational Health Practitioner

### **3.3. Responsibilities**

#### **3.3.1. The Client**

The Client will ensure adequate information is available to all parties, to ensure they can perform their duties under the requirements of this document and relevant statutory legislation. The Client will appoint a competent Design Team, Project Manager, and after tender submittance, a competent Principal Contractor. The Client may also appoint a Health and Safety Agent who will carry the responsibilities of the said client. The Client may amend, vary or terminate these appointments as appropriate.

#### **1.3.2. Design Team**

The Design Team will be represented by consultant contact person, who will also be appointed Project Manager on this project. The Design Team is responsible for ensuring that the design is, as far as is reasonably possible, risk-free to persons constructing, maintaining or removing the structure. They are also responsible to make available all relevant risk information about the design and loading of structures, including suspended platforms, anticipated hazards or dangers and all method and sequencing of processes (with special conditions), to the Principle Contractor. The designer must also conduct a final inspection and issue a certificate.

#### **3.3.3. Client's H&S Agent**

The Client may appoint a Health and Safety Agent for the Project who will, on behalf of the Client, be responsible for implementing the Client's requirements for health and safety on the project. The Health and Safety Agent is also responsible for co-coordinating the Design Team, with reference to the design risk assessment process.

#### **3.3.4. Principal Contractor**

The Principle Contractor will develop and deliver the construction phase Health and Safety Plan and will further develop the plan prior to any construction work being undertaken and during the construction phase itself. The detailed Health and Safety Plan will set out clearly the Principal Contractor's management systems for managing health and safety on the contract in accordance with the Client's health and safety requirements set out in this document, the designer's risk information and any relevant health and safety legislation.

The Health and Safety Plan will be kept up to date by the Principal Contractor to include other contractors' and sub-contractors' risk control management information. The Principal Contractor will co-operate with the Client, Health and Safety Agent or Project Manager in all aspects of complying with the duties laid upon them by the OHS Act, its Regulations and specifically the Construction Regulations (7 February 2014).

Generally, the Health and Safety Policy and construction Health and Safety Plan will be to specify site rules such as the wearing of personal protective equipment and no alcohol or drugs, etc on site.

#### 3.3.5. Contractors and Sub-Contractors

Each contractor and sub-contractor will be required to co-operate with the Principal Contractor and provide information on risk assessments, method statements, etc. for inclusion in the Health and Safety Plan prepared by the Principal Contractor. In addition, each contractor and sub-contractor will comply with the site rules and any reasonable instructions formulated by the Principal Contractor, in accordance with current relevant health and safety legislation. Contractors and sub-contractors will provide adequate information to the Principal Contractor, who in turn will collate this information for inclusion in the health and safety file documentation.

**ANNEXURE 1.** Baseline Risk Assessment.

Project: ROAD / WATER /SEWER

Ref.	ACTIVITY	HAZARD	RISK	MEASURES REQUIRED
	<b>Site establishment</b>	Heavy lifting	Injuries and strains	Procedures Equipment Training PPE
		Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
		Dust	Inhalation	Procedures PPE
		Snakes and spiders	Poisonous bites can cause death	Procedures Emergency plan
<b>2.</b>	<b>Offloading equipment and materials</b>	Heavy lifting	Injuries strains	Procedures Equipment Training PPE
		Collapsing loads	Injuries crushing, strains, death.	Procedures Training PPE
		Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
<b>3.</b>	<b>Excavations</b>	Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
		Collapsing side walls	Injuries crushing, strains, death.	Procedures Training PPE
		Dust	Inhalation	Procedures PPE
		Noise	Hearing impairment	Procedures PPE
		Open edges	Falling into or from causing injuries and death.	Procedures Equipment Training PPE
		Moving Plant	Injuries crushing, strains, death.	Traffic Management Procedures Training
<b>4.</b>	<b>Back Filling and Layer work</b>	Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
		Dust	Inhalation	Procedures

Ref.	ACTIVITY	HAZARD	RISK	MEASURES REQUIRED
				PPE
		Noise	Hearing impairment	Procedures PPE
		Moving Plant	Injuries crushing, strains, death.	Traffic Management Procedures Training
		Pedestrians and children	Injuries crushing, strains, death.	Traffic Management Procedures Training
5.	<b>Pipes packing/stacking</b>	Ergonomic constraints	Injuries and pain	Procedures and training
		Sun and Heatstroke	Dehydration and death	Procedures PPE Providing Drinking Water
		Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
6.	<b>Compacting</b>	Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
		Dust	Inhalation	Procedures PPE
		Noise	Hearing impairment	Procedures PPE
		Moving Plant	Injuries crushing, strains, death.	Traffic Management Procedures Training
		Traffic and moving vehicles	Injuries crushing, strains, death.	Traffic Management Training
7.	<b>Presence of visitors and members the public</b>	Moving plant and equipment	Injuries crushing, strains, death	Procedures Traffic Management Training
		Falling equipment	Injuries and death.	Procedures
				Equipment Training PPE
		Dust	Inhalation	Procedures PPE
		Noise	Hearing impairment	Procedures PPE
		Collapsing structures and support	Injuries crushing, strains, death.	Procedures Equipment Training PPE

Ref.	ACTIVITY	HAZARD	RISK	MEASURES REQUIRED
8.	Brickwork	Heavy lifting	Injuries and strains	Procedures Training PPE
		Ergonomic and posture	Strains and injuries	Procedures Training PPE
		Collapsing structures	Injuries crushing, strains, death.	Procedures Equipment Training PPE
9.	Plumbing and Pipe installation	Cutting grinding	Cuts, bruises and injuries	Procedures Equipment Training PPE
		Dust	Inhalation	Procedures PPE
		Noise	Hearing impairment	Procedures PPE
10.	Moving Vehicles and plant	Traffic accidents	Injuries crushing, strains, death.	Traffic Management Procedures Training

**ANNEXURE 2**

**ACKNOWLEDGEMENT OF RECEIPT**

This document must be completed by the bidding Principal Contractor and all Contractors pricing work on this Project.

Acknowledgement of receipt:

I, \_\_\_\_\_ representing \_\_\_\_\_  
Principal Contractor /Contractor / Employer have satisfied myself with the content of the Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof.

Signature\_\_\_\_\_

Date\_\_\_\_\_

**Principal Contractor / Sub Contractor**

Signature\_\_\_\_\_

Date\_\_\_\_\_

**Client/Agent**\_\_\_\_\_

Signature \_\_\_\_\_

Date\_\_\_\_\_

**ANNEXURE 3**  
**PRINCIPAL CONTRACTOR CONSTRUCTION MANAGER FORM**

I, \_\_\_\_\_, of (company name) \_\_\_\_\_,

do hereby appoint \_\_\_\_\_ being a full-time employee on the  
\_\_\_\_\_ project, with the duty of CONSTRUCTION MANAGER.

You are appointed in terms of the, OHS Act 85 of 1993 – CR 8(1), your area of responsibility is as follows;

\_\_\_\_\_

Your duties will include but no be limited to:

- Ensuring that all company safety, health and environmental procedures along with any specific client requirements are implemented and adhered to.
- Ensuring that all applicable legislative requirements are implemented and complied with.
- Ensuring that only authorised persons gain access to the construction premises and associated areas.
- Ensuring that all persons are made aware of the hazards associated with their work and that all reasonable measures are implemented to reduce these risks.
- Ensuring that all construction activities are carried out under the control and supervision of competent supervisors.
- Ensuring that all plant and machinery is in a safe working condition and that only trained and authorised persons utilize such items.
- Ensuring that the necessary personal protective equipment made available and used by the appropriate persons.
- Ensuring that all contractors adhere to the health and safety requirements of the contract.
- Ensuring that all injuries and incidents are reported and investigated in the appropriate manner and that suitable measures are implemented to prevent re-occurrences.
- Ensuring that all reasonable steps are taken to ensure the health and safety of all persons employed on the contract and of those who are affected by the construction operations.
- You are to take all reasonable steps to ensure the health and safety of all persons associated with this designation.
- This appointment also entrusts you to assist and advise all employees in ensuring adherence to company and statutory health, safety and environmental requirements. Please familiarise yourself with these requirements and report all deviations and areas of non-compliance, which you cannot rectify to me directly.

SIGNATURE \_\_\_\_\_

DESIGNATION \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTANCE OF DESIGNATION \_\_\_\_\_

## ANNEXURE 4

### AGREEMENT WITH MANDATORY

In terms of Section 37 (1) and (2)  
WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

---

(Herein after referred to as the "CLIENT")

AND

---

(Herein after referred to as the Contractor)

Each page as well as each change made to be initialled.

#### DEFINITION OF MANDATORY:

Includes an agent, a Contractor or Sub-Contractor for work, but without derogating from his status in his own right as an Employer or User.

#### SECTION 37 (1)

Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer or such employee or a user to do or omit to do, then, unless it is provided that: -

- (a) in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- (b) it was not under any condition or in any circumstances within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omissions charged, and
- (c) all reasonable steps were taken by the Employer or any such user to prevent any act or omission of the kind in question.

The employer or any such user himself shall be presumed to have done or omitted to do that Act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omissions of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

#### SECTION 37 (2)

The provision of subsection (1) shall *mutates mutandis* apply in the case of a mandatory of employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

#### ACCEPTANCE BY MANDATORY

In terms of Section 37 (2) of the OHS Act 85 of 1993,

I \_\_\_\_\_  
Representing (Contractor Company Name) \_\_\_\_\_  
responsible for carrying out (describe activity) \_\_\_\_\_  
at the (contract/site name) \_\_\_\_\_  
undertake to ensure that the requirements and provisions of the OHS Act and Construction Regulations are complied with.

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Section 16 (2) for Sub-Contractor

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Date

---

Clients Agent

---

Date

BID NO: MIG/FS1455/W/21/23



## Annexure 5

### APPOINTMENT CONSTRUCTION REGULATION 5 (1) (k)

In terms of the above-mentioned regulation:

The Contractor shall submit the following for approval before commencement of any construction work and shall commence with activities only after approval:

1. Letter of Good Standing.CR. 7(1)(c)(iv)
2. Health and Safety file with Health and Safety plan.CR 7.(1)
3. Required appointment letters of relevant responsible persons with proof of competency.CR 8
4. Risk assessment of anticipated activities to be performed on this project. CR 9

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

\_\_\_\_\_ (Client), appoint:

\_\_\_\_\_  
(Contractors company name)  
to carry out the work of

\_\_\_\_\_  
(describe activity)

#### By this appointment:

- Your company must ensure that all relevant documentation as required by \_\_\_\_\_ (The Client) Projects Fall protection plan is included.

CONSTRUCTION PROJECT: \_\_\_\_\_

Appointment period:

From \_\_\_\_\_ Until \_\_\_\_\_

### ACCEPTANCE

I, \_\_\_\_\_ representing \_\_\_\_\_ (Contractors company name) accept this appointment. I am familiar with Occupational Health and safety Act and Construction Regulations as well as the associated duties and responsibilities of this appointment.

SIGNATURE: \_\_\_\_\_  
Subcontractor representative

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

SIGNATURE: \_\_\_\_\_  
Section 16 (2)

**OHS 5 Covid-19**

#### **OHS 5.1 Introduction**

This specification is developed with the objective to Manage Health and Safety on the construction site with the emphasis on Health and preventing the spread and infection of and with the Corona virus.

This Specification is additional to the site-specific H&S Specification and do not reduce or change the contractor's responsibility regarding Health and Safety management on site.

Due to the rapid changing situation this Specification shall be updated and amended as more information and other more conclusive measures are identified and verified.

This specification is subject to all relevant legislative notices regarding the COVID 19 Pandemic and the regulations issued by the South African Government.

**OHS 5.2 Objective**

This specification is aimed at maintaining the health and wellbeing of all employed/working on the construction site and related activities as well as all people who might be affected by the construction process where the contractor have any influence or authority.

**OHS 5.3 Purpose of this specification:**

This specification is a direct response to the current challenges in the work place in regard to the COVID 19 Pandemic and measures to be implemented in order to resume and continue work in an as safe manner as possible and to prevent the spread of infections associated with COVID 19.

**OHS 5.4 Covid-19 Risk Assessments:**

COVID 19 Risk Assessments have been developed and are attached for reference see Addendum 1C19.

The Risk Assessments are based on current knowledge and available information.

General best practices in line with Government and WHO (World Health Organisation) guidelines propagated as control and mitigation.

**OHS 5.5 Management Plan and Protocols for Managing Construction operations during COVID 19 Pandemic:**

The Client shall provide a plan with protocols and measures to be implemented. This plan shall cover all aspects that needs to be addressed with instructions, checklists and procedures/protocols to be followed and managed in order to be compliant with current Government notices and regulations issued.

The Contractor shall inform the client of any shortcoming or other issues rendering the plan inefficient or non-compliant.

**OHS 5.6 Implementation of Specification and record keeping:**

The Principal contractor shall implement this plan and keep records of all: •

Communications and awareness

- Training done.
- Inspections
- Protocols implemented and managed.

**OHS 5.7 Management and Responsibility**

The Principal Contractors Construction Manager CR.8 (1) shall manage this plan with the assistance of his Safety Officer and a dedicated "COVID 19 Coordinator"

**OHS 5.8 Management in relation to construction activities**

In addition to providing PPE as per Risk assessments for H&S Management the contractor shall provide sanitation and wash facilities with soap and water.

Supervisors shall manage work in with social distancing in mind. When work need to be done that require close proximity between workers, the number of workers shall be limited at that activity and appropriate PPE shall be issued to prevent the spreading and possible contamination of infection.

The contractor shall provide additional overalls in order for workers to wash their overalls on a daily basis.

Contractor to implement a cleaning routine for all surfaces that can be contaminated.

All work areas, offices to be cleaned daily and all waste to be removed. Registers to be kept of all cleaning and disinfecting on site.

## OHS 5.9 Compliance Monitoring

The Clients H&S Agent shall monitor and audit all measures and implemented protocols as required by Government Notices and the relevant Regulations.

Failure to abide by these standards and the guidelines set by Government shall result in the shutdown of the site or parts of it. Non-conformance can also lead to prosecution.

The Client have a duty under the Disaster Management Act to report any contraventions to the relevant Authorities.

### Risk Assessment for Coronavirus (COVID-19):

<b>Site:</b>		<b>Contractor Sec 16(2)/Project Manager</b>	
<b>Project:</b>		<b>Done by:</b>	
<b>Contractor:</b>		<b>Date:</b>	
<b>Team:</b>			

Risk Rating		SEVERITY / CONSEQUENCE				
		1. Negligible	2. Minor	3. Moderate	4. Serious	5. Major
LIKELIHOOD	1. Very Unlikely	1	2	3	4	5
	2. Unlikely	2	4	6	8	10
	3. Possible	3	6	9	12	15
	4. Likely	4	8	12	16	20
	5. Probable	5	10	15	20	25

<b>1-6 LOW</b>	May be acceptable. Due care to be employed and situation reviewed to see if risk can be reduced further.
<b>7-14 Medium</b>	Possible Precarious situation only allowed to proceed with proper supervision. All available measures employed to reduce Raw Risk.
<b>15-25 High</b>	Situation Critical and cannot be allowed to proceed. Reassess situation continuously to determine best implementable measures for Risk mitigation.

SITUATIONS:	
1.	Someone entering the workplace already infected with CV19
2.	Someone becomes ill within the workplace
3.	Contaminated workplace
4.	Proximity, workplace gatherings (social distancing)
5.	General Ignorance
6.	Self-isolation
7.	Transport and Travel (Travelling across district borders)
8.	Symptomatic or exposed employee(s)
9.	Presenteeism
10.	First Aid Training / CPR Manikin
11.	Lack of accurate information / a failure to disseminate information
12.	Accommodation
13.	Welfare facilities
14.	Plant and Equipment
15.	Consequence Management

Nr	HAZARD			INITIAL RISK			CONTROLS	RESIDUAL RISK		
	Hazard Description	Risk	Health/Safety Influenced	Hazard Severity	Likelihood	Risk Rating	List Controls Required	Hazard Severity	Likelihood	Risk Rating
1.	Someone entering the workplace with CV19	Passing the virus on to other employees, causing illness and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>Symptomatic individuals will not be allowed entry.</li> <li>Hygiene requirements (handwashing etc.) and symptoms of CV19 included with Induction.</li> <li>CV19 Information posters placed in accessible locations in the workplace</li> </ul>	3	1	3
2.	Someone becomes ill within the workplace	Workers contracting CV19 by any means, causing illness and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>Worker removed to a designated area at least 2 metres away from other people.</li> <li>The individual will be sent home and advised to follow Governmental guidance.</li> <li>Workplace decontaminated following accepted standards.</li> <li>Relevant PPE to be issued</li> </ul>	5	1	5

3.	Contaminated workplace	Workers catching CV19 due to contaminated surfaces, causing illness and possible death	Health Safety	5	2	10	<ul style="list-style-type: none"> <li>Formal cleaning regime introduced (Employees cleaning equipment and facilities more often).</li> <li>Hand sanitisers to be placed in readily accessible locations.</li> <li>Extra hygiene requirements enforced.</li> <li>Multi-use handtowels not allowed for drying hands.</li> <li>Relevant PPE to be issued</li> </ul>	5	1	5
4.	Physical Proximity during workplace gatherings	Workers catching CV19 due to working closely with infected colleagues, causing illness and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>Social Distancing policy implemented. All work areas and activities been evaluated for the possibility of implementing social distancing (no handshaking, deferring large meetings etc.)</li> <li>Provision of suitable and sufficient PPE;</li> <li>Demarcation and spacing of queueing areas;</li> </ul>	5	1	5
5.	General Ignorance	Workers unaware of risks from CV19 and become infected, causing illness and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>A formal training program implemented to cover risks, symptoms and control measures. Attendance to all sessions mandatory with attendance registers kept on file as proof.</li> </ul>	5	1	5

6.	Self-isolation of workers	Workers unaware of the need to (or how to) selfisolate, causing further spread of disease and possible death	Health Safety	5	3	15	• A formal training program implemented educate workers on control measures, including self isolation. Attendance to all sessions mandatory with attendance registers kept on file as proof.	4	1	4
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Nr	HAZARD	INITIAL RISK	CONTROLS	RESIDUAL RISK	Nr	HAZARD	INITIAL RISK	CONTROLS	RESIDUAL RISK	Nr
7.	Transport and Travel (Travelling across District borders borders)	Travelling across district borders and afterwards returning "Maximum allowed capacity exceeded; No facilities for sanitising vehicles and passengers; No additional protective measures available, e.g. face masks;	Health Safety	5	2	10	<ul style="list-style-type: none"> <li>Adhere to general travel ban by SA Government.</li> <li>Implement alternatives to travel - postpone trips or hold meetings via video conferencing.</li> <li>Selection and provision of transport services compliant with gazetted requirements;</li> <li>Policy and procedures and rules for travel, where possible to limit the use of public transport, or to arrange selective methods of transport,</li> <li>ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site.</li> <li>Vehicles maintained at 70% capacity or less;</li> <li>Vehicles sanitised between trips; hand sanitiser provided for passengers.</li> </ul>	5	1	5

Nr	HAZARD	INITIAL RISK	CONTROLS	RESIDUAL RISK	Nr	HAZARD	INITIAL RISK	CONTROLS	RESIDUAL RISK	Nr
8.	Symptomatic or exposed employee(s)	Workers are symptomatic of CV19 or has been in close contact with someone with CV19, causing further spread of disease and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>If worker is unfit for work, they will be booked off sick as per normal policy.</li> <li>Symptomatic employees will be sent home.</li> <li>Colleagues who came in contact with symptomatic workers will be informed of symptoms and advised to contact a doctor for guidance.</li> <li>Working from home will be considered.</li> <li>Relevant PPE to be issued</li> </ul>	5	1	5
9.	Presenteeism	A worker catches CV19 because a colleague continues working despite being unwell, causing further spread of disease and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>Workers coming in contact with symptomatic ones will be informed of symptoms and advised to contact a doctor for guidance.</li> <li>Workplace will be decontaminated following Governmental guidance:</li> <li>Relevant PPE to be issued</li> </ul>	5	1	5



Nr	HAZARD			INITIAL RISK			CONTROLS	RESIDUAL RISK		
	Hazard Description	Risk	Health/Safety Influenced	Hazard Severity	Likelihood	Risk Rating	List Controls Required	Hazard Severity	Likelihood	Risk Rating
10.	First Aid Training / CPR Manikin	Workers exposed to CV19 due to providing First Aid in the workplace or during CPR Training on Mannequin, causing further spread of disease and possible death	Health Safety	5	2	10	<ul style="list-style-type: none"> <li>• Proper training of First Aid staff</li> <li>• Use of correct equipment while giving First Aid</li> <li>• Maintaining proper mannequin hygiene</li> <li>• Relevant PPE to be issued</li> </ul>	5	1	5
11.	Lack of accurate information / a failure to disseminate information	Employees unaware of risks from CV19 get infected due to lack of awareness of control measures, causing further spread of disease and possible death	Health Safety	5	3	15	<ul style="list-style-type: none"> <li>• A designated person will be appointed to monitor CV19 by signing up for immediate news updates and monitoring relevant Websites and News outlets.</li> <li>• A risk communication plan will be implemented, ensuring timely updating/ sharing of information with all internal &amp; external stakeholders</li> </ul>	5	1	5

12.	Accommodation	Social density - inability to maintain social distancing, Cross contamination from the lack of social distancing, shared utilities and belongings, shared ablutions , cross infection among inhabitants and cleaning, catering staff					<ul style="list-style-type: none"> <li>• Policy and method statement for accommodation and to be reviewed</li> <li>• Sleeping and dining quarters to allow for minimum 1.5m space between persons;</li> <li>• Dedicated bedding, towels, utensils, soaps etc.;</li> <li>• Individual facilities for safe keeping;</li> <li>• Individual, segregated facilities for storage of laundry;</li> <li>• Procedures and rules of occupancy and cleaning;</li> <li>• Induction and primary health promotion to be done regularly.</li> <li>• Isolation area to be available should</li> </ul>			
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							<p>anyone display symptoms, and safe removal for testing.</p> <ul style="list-style-type: none"> <li>• Food to be served wrapped and available individually.</li> </ul>			
13.	Welfare facilities	<p>Social density - inability to maintain social distancing in,</p> <p>Cross contamination from the lack of social distancing, shared utilities and belongings, shared ablutions , cross infection among inhabitants and cleaning staff</p>					<ul style="list-style-type: none"> <li>• Updating of policy, method statements</li> <li>• limiting of personnel on site to minimum number required to maintain control and management.</li> <li>• Implement and maintain cleaning and disinfecting programme.</li> <li>• Site rules for social distancing to 1.5m.</li> <li>• Use technology to avoid close proximity between individuals where possible</li> </ul>			

14.	Plant and Equipment	No facilities for sanitising vehicle/plant and operators /drivers; No additional protective measures available, e.g. face masks;					<ul style="list-style-type: none"> <li>• Only operator/driver allowed in cab</li> <li>• ongoing toolbox talks and supply of cloth masks to be worn when travelling or moving on and off site.</li> <li>• Vehicles maintained at 70% capacity or less;</li> <li>• Plant/Vehicles sanitised between trips; hand sanitiser provided for passengers.</li> </ul>			

Nr	HAZARD	INITIAL RISK	CONTROLS	RESIDUAL RISK	Nr	HAZARD	INITIAL RISK	CONTROLS	RESIDUAL RISK	Nr
15.	Consequence Management						<ul style="list-style-type: none"> <li>• Revision of policy, method statements and HIRA.</li> <li>• Supervisor/CCO must ensure that workers are updated daily with all the relevant COVID 19 information through DSTIS/Toolbox talks, notices etc..</li> <li>• Supervisor/CCO must ensure that site is updated daily with all the relevant COVID 19 information.</li> <li>• Workers should be updated with new information daily.</li> <li>• Management must ensure that company disciplinary procedures are in place.</li> <li>• All employees should have knowledge of the company disciplinary procedures.</li> <li>• Work stoppage/site closure where non-compliance exists.</li> </ul>			

### C. Acknowledgement and Approval

## **ANNEXURE D**

### **CONFORMITY WITH EPWP GUIDELINES**

## **MALUTI-A-PHOFUNG MUNICIPALITY**

### **PROCUREMENT OF A SERVICE PROVIDER: HA-SETHUNYA CONSTRUCTION OF WATER RETICULATION FOR 500 STANDS**

**BID NO: SCM/BID/14/2022/23**

**EPWP CONFORMITY WITH RDP GUIDELINES**

**EPWP 1 PROJECT MANAGEMENT**

Due to the complexity of the project an established contractor with applicable experience will be contracted for the construction of the works. The contractor will however be required to comply with EPWP objectives and will have to submit proposals in this regard at tender stage. These proposals will become binding on the contractor in terms of the contract once accepted and approved by the Municipality. The proposals should include provision for the employment of local subcontractors on both a conventional subcontract basis and a management contractor basis to create the maximum scope for employment opportunities. In the latter instance the main contractor will be responsible for logistics (e.g. materials and transport) and quality control and the subcontractor will be responsible for the manpower component.

**EPWP 2**

**COMMUNITY PARTICIPATION AND EMPOWERMENT**

Community participation in the implementation process will focus on the maximum exploitation of opportunities for employment, training and capacity building presented by the project. The established community structures will form the main communication link between the community and the Municipality and councillors will act as the interface between the Municipality and the community.

The implementation framework for the project, which will be established at Municipality level, will be work shopped with community representatives to ensure interaction with and acceptance by the community at large. Contentious issues will be referred back to the Municipality for consideration and amendment of the implementation framework if required.

**EPWP 3**

**EDUCATION, TRAINING AND CAPACITY BUILDING**

Education, training and capacity building will focus on project related courses or activities and preference will be given to accredited training programmes. Typical project related accredited training programmes are presented by the South African Federation of Civil Engineering Contractors (SAFCEC) and other similar (approved) accredited training will be considered.

Tenderers will be required to submit details of their proposed education, training and capacity building programmes in terms of the Project Specification and these details should include particulars of the proposed training institution. The actual programme for education, training and capacity building will be established in co-operation with the successful tenderer to comply with his proposals for employment and these programmes will become binding on the contractor in terms of the contract once accepted and approved by the Municipality.

Candidates for the training programmes will be selected mainly from unemployed members of the community in close co-operation and consultation with the Municipality and the relevant subcommittee.

**EPWP 4**

**LABOUR INTENSITY**

The aspects of the project representing activities which is either traditionally labour intensive or which could be executed using labour based methods and for which local labour can be employed must be identified.

Tenderers will be required to submit proposals on training, the optimum use of labour intensive construction methods and the use of SMME's with their tenders. Their proposals will become



binding on the main contractor in terms of the contract once accepted and approved by the Municipality.

#### **EPWP 5      EMPLOYMENT POLICY**

Details of the employment policy will be established by the Municipality or the relevant subcommittee. The employment policy will form part of the Project Specification and the main contractor will be compelled in terms of the contract to comply with the employment policy. The employment policy will focus on;

- i)            maximizing local job creation,
  - ii)          targeting the most needy (single headed households, unemployed and youth), and iii)
- ensuring opportunities for women and disabled.

#### **EPWP 6      WAGES AND LABOUR STANDARDS**

Wages and labour standards for the project will comply with the Expanded Public Works Programme Framework Agreement and existing statutory requirements applicable to task based labour. All wage and labour standards' variables will be determined by the Municipality or the relevant sub-committee and will be included in the Project Specification. The main contractor will be compelled in terms of the contract to comply with the applicable wages and labour standards.

## **ANNEXURE E**

### **SCHEDULE OF QUANTITIES**