



## MAQUASSI HILLS LOCAL MUNICIPALITY

### CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT. 4 (CHRIS HANI)

TENDER NUMBER : MHLM/SCM/MIG/02/2022/23

VOLUME 1: CONTRACT DOCUMENT

AUGUST 2022

NAME OF BIDDER : .....

: .....

(FULL NAME, i.e. (CC, (PTY) LTD, LTD, JV, SOLE PROPRIETOR etc.)

ADDRESS OF BIDDER : .....

TEL NUMBER : .....

FAX NUMBER : .....

*Prepared for:*

**Maquassi Hills Local Municipality**  
Private Bag X3  
WOLMARANSTAD  
2630  
Tel: (018) 596 1067

*Compiled by:*

**Tsela Tsweu Consulting Engineers**  
1 Petrus Bosch Street  
Welkom  
9460  
Tel: 057 352 7992  
Fax: 086 548 7790

**CLOSING DATE: Friday 16 September 2022 at 12:00 am**

**CLOSING DATE: Friday 16 September 2022 at 12:00 am**



## Maquassi Hills Local Municipality

### TENDER : MHLM/SCM/MIG/ 02/2022/23

## CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)

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*Maquassi Hills Local Municipality*

**TENDER : MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**TENDERING PROCEDURES**

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*Maquassi Hills Local Municipality*

**TENDER : MHLM/SCM/MIG/ 02/2022/23**

CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)

TENDER NOTICE AND INVITATION TO TENDER



**Maquassi Hills**  
Local Municipality

### INVITATION FOR PROSPECTIVE BIDDERS

**Prospective service providers with proven track records are invited to tender as follows:**

Bid No.	Bid Description	CIDB Grading	Non-Refundable Fee	Contact Person for Technical Enquiries	Closing date	Site Briefing
<b>MHLM/SCM/MIG/02/2022/23</b>	Construction of Flood mitigating structures in Tswelatang Ext 4 (Chris Hani)	<b>3CEPE / 4CE</b>	R 1 500.00	Mr. N Mwase 018 596 0010	16 September 2022	7 September 2022

Bids marked with reference number on the outside of the sealed envelope must be placed in the Bid Box of Maquassi Hills Local Municipality on or before 16 September 2022; 12H00 Noon. Compulsory Site Briefing will be held on the 07 September 2022. Enquiries can be sent to the consultant on e-mail as provided for on the bid document. Bid Documents are obtainable from the 29th of August 2022 for a non-refundable fee of R1 500.00 at the Cashiers Office. 19 Kruger Street, Wolmaransstad, 2630 OR can be downloaded free of charge at [www.etender.gov.za](http://www.etender.gov.za) or [www.MaquassiHills.gov.za](http://www.MaquassiHills.gov.za).

Bids will be evaluated based on the Preferential Procurement Policy Framework Act 5 (PPPFA) of 2000 and the municipal's Supply Chain Management. Bidders must be registered on the Central Supplier Database (CSD) for Government.

Failure to complete and submit the following MBD forms:

- MBD 1
- MBD 4
- MBD 6.1
- MBD 6.2
- MBD 6.4
- MBD 8
- MBD 9

For B-BBEE points Bidders must attach an ORIGINAL OR CERTIFIED B-BBEE Status level Contribution Certificate authorized by SANAS, IRBA or a Sworn Affidavit (Commission of Oath).

- The appointment of the bidder will be subject to successful signing of GCC document
- The appointment will be subjected to price negotiations in line with 2017 PPPFA regulations,
- The Municipality reserve the right not to appoint the lowest bidder based on risk assessment,
- The Bid is subjected to compulsory subcontracting of 30% of the project value. To be divided into 6 Local SMME's preferably 3 Youth and 3 people with disabilities.

NP KARELSE - MUNICIPAL MANAGER



*Maquassi Hills Local Municipality*

**TENDER : MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 (contained in Government Gazette No. 38960 of 10 July 2015), bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data also contains project specific amendments to the Standard Conditions of Tender applicable to this document. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

<b>Clause</b>	<b>Addition or Variation to Standard Conditions of Tender</b>
1.1	The Employer is Maquassi Hills Local Municipality.
1.2	The tender documents issued by the employer comprise two volumes.  Volume 1: Contract Document contains the parts and sections (contained in each part) as listed in the Contents List of Volume 1 bound in the front of this document.  Volume 2: Book of Drawings contains the drawings in the Drawing Register bound in the front of that volume.
1.3.2	Replace the sub-clause with the following:  These Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall form part of the Contract arising from the invitation to tender.
1.4	The Employer's agent is (also known as the Engineer): - Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: 057 352 7992 Fax: 086 548 7790



Clause	Addition or Variation to Standard Conditions of Tender
2.1	<p>Only those tenderers who are registered with the CIDB at the time of closing of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3CEPE / 4CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the construction works "Civil Engineering" (3CEPE / 4CE) class of construction work with a grading designation 3CEPE / 4CE; and</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work.</li> </ol>
2.2	<p>Add the following to the sub-clause:</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</p>
2.7	<p>An official tender briefing meeting will be held for this bid as follows:</p> <p>Time : 11:00, on Wednesday, 7<sup>th</sup> September 2022</p> <p>Location : Maquassi Hills Local Municipality, Board room, 18A Kruger Street, Wolmaransstad, 2630</p>
2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</p>
2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
2.12.2	<p>Alternative offers will be considered, but only if the schedules are priced in full according to the project specifications and drawings.</p> <p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender, full details thereof, including a complete bill of quantities, formal design calculations, and full details of all</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>alternative components proposed to be included in the Works. Refer also to the Contract Data in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
2.13	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
2.13.3	<p>Tenderers are required to submit along with their Bids a <b>scanned copy of their completed Bid document in electronic format</b>, either on <b>CD disk</b> or <b>flash drive/memory stick</b>.</p>
2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</p>
2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Maquassi Hills Local Municipality, Cashiers Office, Physical address : 18A Kruger Street, Wolmaransstad, 2630 Identification details : Tender no. MHLM/SCM/MIG/ 02/2022/23: The Maquassi Hills Local Municipality - Construction of Flood mitigating structures in Tswelelang ext. 4 (Chris Hani).</p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
2.13.6	<p>A two-envelope procedure will not be followed.</p>
2.13.10	<p>Add the following to the clause:</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Schedule of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.3 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 12:00, on Friday, 16<sup>th</sup> September 2022</p>



Clause	Addition or Variation to Standard Conditions of Tender
	Location : Tender Box of Maquassi Hills Local Municipality, Cashier's Office, 18A Kruger Street, Wolmaransstad, 2630
2.16.1	The tender offer validity period is 45 days.
2.16.2	Add the following to the clause:  If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
2.16.5	Add the following new clause:  Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.
2.18.1	Add the following to the clause:  Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.  Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.
2.22	Return all retained tender documents prior to the closing time for the submission of Tender Offers.



Clause	Addition or Variation to Standard Conditions of Tender
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ul style="list-style-type: none"> <li>a) Sworn Affidavit, CIPC or SANAS Approved B-BBEE (In <b>case of a Joint Venture</b>, or Consortium a consolidated B-BBEE certificate will be required).</li> <li>b) <b>Certified copy of a Workmen's Compensation Certificate</b>, Act 4 of 2002,</li> <li>c) <b>Certified copy of Unemployment Insurance Certificate</b>, Act 4 of 2002,</li> <li>d) <b>Unincorporated or Joint Venture Agreement</b> (if tenderer is a Joint Venture),</li> <li>e) <b>Curriculum vitae of the Health and Safety Officer</b> the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).</li> <li>f) <b>Municipal Account or Lease of agreement for both Company and Directors.</b></li> <li>n) CIDB registration information (<b>Contractor's CRS number</b>) for CIDB grading in the grading designation stipulated in clause 2.1 above,</li> <li>o) Proof of <b>CSD registration</b>. (in case of Unincorporated JV, separate CSD's must be submitted)</li> </ul>
3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond, to a request for clarification received in accordance with clause 2.8, within 7 days prior to the closing time stated in clause 2.15 and notify all tenderers who drew procurement documents.</p>
3.4	Tenders will be opened in public immediately after the closing time for tenders, at the same venue.
3.5	A two-envelope procedure will <b>not</b> be followed.
3.8.1	<p>Add the following to the clause:</p> <p>Failure on the part of the Tenderer to submit a tender offer as stipulated in clause 2.13 prior to the closing time as stipulated in clause 2.15 shall be just cause for the Employer to consider the tender offer as being non-responsive.</p>



Clause	Addition or Variation to Standard Conditions of Tender
	Failure on the part of the Tenderer to submit any one of the returnable documents or certificates listed in clause 2.23 within the period stipulated shall be just cause for the Employer to consider the tender offer as being non-responsive.
3.9	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ul style="list-style-type: none"> <li>a) If a bill of quantities (or schedule of quantities) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected.</li> <li>b) 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 corrected total of the prices shall govern.</li> <li>c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</li> </ul>
3.11.1	<p>Add the following new clause:</p> <p>Scoring preference</p> <p>Up to <math>(100-W_1)</math> tender evaluation points (<math>W_p</math>) will be awarded to tenderers who complete the preferencing schedule (bound into Section T2.2) and who are found to be eligible for the preference claimed.</p> <p>Method 2 (as described in Clause 3.11.3 of the Standard Conditions of Tender) will be used to evaluate all responsive tender offers, where the value for <math>W_1</math> is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in <b>excess</b> of R 50 000 000,00 (50 million); or</p> <p>80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is <b>less</b> than R 50 000 000,00 (50 million).</p>
3.11.7	The financial offer will be scored in terms of formula 2 option 1 of the Standard Conditions of Tender (Section T1.3 of the document).
3.12	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</p>
3.13.1	A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of clause 44 of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act, 2003.



Clause	Addition or Variation to Standard Conditions of Tender
3.16.2	Replace the contents of the clause with the following:  Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer's Agent.
3.17	The successful tenderer shall receive one copy of the signed contract.

**END OF SECTION**



## Maquassi Hills Local Municipality

### TENDER NO. MHLM/SCM/MIG/ 02/2022/23

#### CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)

#### STANDARD CONDITIONS OF TENDER

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These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 86 of 2010.

**END OF SECTION**



## Maquassi Hills Local Municipality

### **TENDER NO. MHLM/SCM/MIG/ 02/2022/23**

## CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)

### STANDARD CONDITIONS OF TENDER

#### **1. GENERAL**

##### **1.1 Actions**

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

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

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

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

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

##### **1.2 Tender Documents**

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



1.3 Interpretation

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

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

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

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

1.4 Communication and employer's agent

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

1.5 The employer's right to accept or reject any tender offer



1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## 1.6 Procurement procedures

### 1.6.1 General

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

### 1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.

### 1.6.3 Proposal procedure using the two stage-system

#### 1.6.3.1 Option 1

1.6.3.1.1 Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each



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responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **1.6.3.2 Option 2**

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

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

### **2. TENDERER'S OBLIGATIONS**

#### **2.1 Eligibility**

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

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

#### **2.2 Cost of tendering**

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

#### **2.3 Check documents**

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

#### **2.4 Confidentiality and copyright of documents**

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

#### **2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

#### **2.6 Acknowledge addenda**

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



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to take the addenda into account.

2.7 Clarification meeting

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

2.8 Seek clarification

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

2.9 Insurance

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

2.10 Pricing the tender offer

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

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

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

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

2.11 Alterations to documents

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

2.12 Alternative tender offers

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

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



- 2.13 Submitting a tender offer
- 2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
- 2.14 Information and data to be completed in all respects
- Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
- 2.15 Closing time
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- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- 2.16 Tender offer validity
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- 2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- 2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".
- 2.17 Clarification of tender offer after submission
- Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
- Note:** Sub-clause 2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
- 2.18 Provide other material
- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- 2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- 2.19 Inspections, tests and analysis
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
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2.20 Submit securities, bonds, policies, etc.

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

2.21 Check final draft

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

2.22 Return of other tender documents

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

2.23 Certificates

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

### **3. THE EMPLOYER'S UNDERTAKINGS**

3.1 Respond to requests from the tenderer

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

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

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

3.2 Issue Addenda

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

3.3 Return late tender offers



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

### 3.4 Opening of tender submissions

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

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

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

### 3.5 Two-envelope system

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

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

### 3.6 Non-disclosure

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

### 3.7 Grounds for rejection and disqualification

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

### 3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly



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received:

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

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

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

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

3.9 Arithmetical errors, omissions and discrepancies

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for;

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

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the



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decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

### 3.10 Clarification of a tender offer

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

### 3.11 Evaluation of tender offers

#### 3.11.1 General

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

#### 3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### 3.11.3 Method 2: Financial offer and preference In the case of a financial offer and preferences:

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of 3.11.7 and 3.11.8.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_p$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and  
 $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.



- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

#### 3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7; and  
 $N_q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

#### 3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.



- b) Calculate the total number of tender evaluation points ( $T_{EV}$ ) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_p + N_q$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;  
 $N_p$  is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8; and  
 $N_q$  is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

### 3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

### 3.11.7 Scoring Financial Offers

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

$$N_{FO} = W_1 \times A$$

Where:  $N_{FO}$  is the number of tender evaluation points awarded for the financial offer; and  
 $W_1$  is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data; and  
 $A$  is the number calculated using the formula and option described in table 1 as stated in the tender data.

**Table 1 – Formula for calculating the value of  $A^a$**

Formula	Basis for comparison	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			



#### 3.11.8 Scoring preferences

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

#### 3.11.9 Scoring quality

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

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

$$N_Q = W_2 \times S_o / M_s$$

where:  $S_o$  is the score for quality allocated to the submission under consideration; and  
 $M_s$  is the maximum possible score for quality in respect of a submission; and  
 $W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### 3.12 Insurance provided by the employer

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

#### 3.13 Acceptance of tender offer

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

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

#### 3.14 Prepare contract documents



- 3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
  - a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the employer and the successful tenderer.
- 3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.
- 3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- 3.16 Notice to unsuccessful tenderers
  - 3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
  - 3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
- 3.17 Provide copies of the contracts
  - 3.17.1 Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.



3.18 Provide written reasons for actions taken

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

**END OF SECTION**



*Maquassi Hills Local Municipality*

**TENDER MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**RETURNABLE DOCUMENTS**

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**END OF SECTION**



## Maquassi Hills Local Municipality

### TENDER MHLM/SCM/MIG/ 02/2022/23

## CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)

### LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
  - a) Sworn Affidavit, CIPC or SANAS Approved B-BBEE (In **case of a Joint Venture**, or Consortium a consolidated B-BBEE certificate will be required).
  - b) **Certified copy of a Workmen's Compensation Certificate**, Act 4 of 2002,
  - c) **Certified copy of Unemployment Insurance Certificate**, Act 4 of 2002,
  - d) **Unincorporated or Joint Venture Agreement** (if tenderer is a Joint Venture),
  - e) **Curriculum vitae of the Health and Safety Officer** the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
  - f) **Municipal Account or Lease of agreement for both Company and Directors.**
  - g) CIDB registration information (**Contractor's CRS number**) for CIDB grading in the grading designation stipulated in clause 2.1 above,
  - h) Proof of **CSD registration**. (in case of Unincorporated JV, separate CSD's must be submitted)
2. The returnable schedules included in Section T2.2 will be used to evaluate tenders received. These schedules will also form part of the Contract. The submission of the following Returnables is mandatory and will lead to disqualification:
  - a) **Certified copy of a Workmen's Compensation Certificate**, Act 4 of 2002,
  - b) **Certified copy of Unemployment Insurance Certificate**, Act 4 of 2002,
  - c) **Unincorporated or Joint Venture Agreement** (if tenderer is a Joint Venture),
  - d) **Curriculum vitae of the Health and Safety Officer** the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993).
  - e) **Municipal Account or Lease of agreement for both Company and Directors.**
  - f) CIDB registration information (**Contractor's CRS number**) for CIDB grading in the grading designation stipulated in clause 2.1 above,



*Part T2: Returnable Documents*  
*Section T2.1: List of Returnable Documents*

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- g) Proof of **CSD registration**. (in case of Unincorporated JV, separate CSD's must be submitted)
  
- 3. Failure on the part of the Tenderer to submit with their tender offer any one of the documents listed in Item No. 2 above or to complete any of the returnable schedules included in Section T2.2, will result in the tender being classified non-responsive and shall be eliminated from further consideration.

**END OF SECTION**



*Maquassi Hills Local Municipality*

**TENDER : MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN  
TSWELELANG EXT 4 (CHRIS HANI)**

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### FORM T2.2.1 - ALTERATIONS BY TENDERER

Should the Tenderer desire to make any departures from or modifications to the General or Special Conditions of Contract, the Specifications, the Schedule of Quantities or the Drawings, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder, failing which the tender will be deemed to be unqualified.

Page and Clause/Item	Alteration / Amendment

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



### FORM T2.2.2 - DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state <sup>1</sup>.
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? <sup>1</sup> **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 may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars. ....

.....

3.9 Are you, aware of any relationship (family, friend, other) 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? **YES / NO**

3.9.1 If so, furnish particulars.

.....

.....

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

3.11.1 If so, furnish particulars. ....

.....

## CERTIFICATION

I, THE UNDERSIGNED .....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.

<b>SIGNED ON BEHALF OF TENDERER</b>	<b>DATE:</b>
<b>POSITION</b>	<b>NAME OF BIDDER</b>

<sup>1</sup>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



### FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED

The following is a statement of major works of a similar nature successfully executed by myself/ourselves in recent years.  
Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Employer	Engineer / Consultant Firm	Nature of Works / Description of Work	Value of Construction Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

**NOTE:**

Only the projects listed in the above table will be evaluated for Bidder's experience points of similar projects completed as per below listed criteria.



---

**FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED (continued)**

The following information must be contained in each recommendation letter for it to qualify for points as prescribed above:

- I. Description of work
- II. Value
- III. Contract Construction Period
- IV. Actual Construction Period
- V. Date Completed
- VI. Reasons why Contractual Construction Period were exceeded if applicable.

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



### FORM T2.2.4 - PRESENT COMMITMENTS

Employer	Engineer	Nature of Works	Value of Works Rm	Duration and Completion Date
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No.			
	Firm Contact Name Telephone No			

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



### FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL

PREVIOUS EXPERIENCE ON WORKS OF A SIMILAR NATURE DURING THE LAST FIVE YEARS

Name	% Time on Site	Position (Current)	Accredited Qualifications	Service (Years)	Name of Project And year executed	Value of Works Rm	Position Occupied
Contracts Manager _____							
Contractor's Site Agent (1) _____							
Contractor's Site Agent (2) _____							
Contractor's Foremen _____							
Construction Health and Safety Officer _____							

Specific knowledge: Names of various employees occupying the positions above must be stated, CV's and certified copies of qualifications must be attached in order to qualify for points

Construction Team Key Personnel

- I. Safety Officer with First Aid plus OHSA (Construction Regulations) qualification **(5 points)**
- II. 1 x Site Agent with 5 years relevant experience (Technical) **(10 points)**
- III. 1 x Site Agent has NQF5 qualification/National Diploma (Technical) **(5 points)**

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



---

## FORM T2.2.6 - LABOUR UTILISATION

### Labour Categories - Definitions

NOTE: These definitions serve as a guideline to complete the following table and will in no respect alter the Project Specifications or Standardised Specifications

#### 1. General Foreman / Foreman

An employee who gives out work to and directly co-ordinates and supervises employees. His duties encompass any one or more of the following activities :

- a) Supervision;
- b) maintaining discipline;
- c) ensuring safety on the workplace;
- d) being responsible to the Contractor for efficiency and production for his portion of the works; and
- e) performing skilled work, whether in an instructional capacity or otherwise.

#### 2. Charge hand

An employee engaged in any one or more of the following activities :

- a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan;
- b) giving out work to other employees under his control and supervision;
- c) ensuring safety on the workplace;
- d) maintaining discipline; and
- e) being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his portion of the works.

#### 3. Artisan

An employee who has successfully completed all prescribed courses at a practical institutional training centre for a particular trade and who has successfully completed the on-site period of training as prescribed and who has successfully passed the prescribed trade tests.

#### 4. Team Leader



---

An employee engaged in any one or more of the following activities :

- a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person;
- b) giving out work to other employees under his control and supervision;
- c) maintaining discipline;
- d) being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

An employee engaged in an ancillary trade or an assistant artisan.

**6. Semi-Skilled Employee**

An employee with any specified skills, an apprentice or a trainee-artisan.

**7. Unskilled Employee**

An employee engaged on any task or operation not specified above.

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.



### FORM T2.2.7 - LABOUR UTILISATION - MAN DAYS

Categories	No. of Man Days	
	Imported	Local
1. Contracts Manager		
2. Site Agent		
3. Foreman/Supervisors (specify type)		
3.1 _____		
3.2 _____		
3.3 _____		
4. Safety Inspectors (specify type)		
4.1 _____		
4.2 _____		
5. Charge hands		
6. Artisans		
7. Operators/Drivers		
8. Clerks/ Storeman		
9. Team Leader		
10. Skilled Labour		
11. Semi-skilled Labour		
12. Unskilled Labour		

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



**MBD 9**

**FORM T2.2.8 - 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 bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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.



**MBD 9**

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



**MBD 9**

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

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



**MBD 9**

- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



### FORM T2.2.9 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 OF 1993) and its Regulations? **YES / NO**

2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? If yes, provide a copy. How is this policy communicated to all employees? **YES / NO**

4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept? **YES / NO**

5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attends these meetings? **YES / NO**

6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV - (Attach) **YES / NO**

7. Does the Contractor have trained first aid employees? If yes, indicate who. **YES / NO**

8. Does the Contractor have a safety induction training programme in place? If yes, provide a copy. **YES / NO**

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



### FORM T2.2.10 - PLANT AND EQUIPMENT

1. Major Plant and Equipment available for this Contract :

Quantity	Size, Description, Capacity, etc.

2. Major Plant and Equipment that will be hired for this contract if my/our tender is accepted:

Quantity	Size, Description, Capacity, etc.

- Proof must be provided that equipment is owned by the company.
- Proof must be provided (if available) from supplier if the bidder intends to hire and does not have his own plant.

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



### FORM T2.2.11 - SUB-CONTRACTORS

The tenderer shall list below any subcontractors he intends to employ to carry out part(s) of the Works.

The acceptance of this tender shall not be construed as being approval of all or any of the listed subcontractors. Should any or all of the subcontractors be not approved subsequent to the acceptance of the tender, it shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding in the event of a subcontractor not listed below being approved by the Employer.

Company	Portion of Contract	Approx. Value

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**



### FORM T2.2.13 - AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

a joint venture, and attach hereto

☐

- \* a notarially certified copy of the original document under which the joint venture was constituted; and
- \* certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Name of Lead Firm \_\_\_\_\_

A signed original certified copy of the joint venture agreement showing clearly the percentage contribution of each partner to the joint venture shall be appended to this schedule.

--	--

**SIGNATURE OF TENDERER**

**DATE:**



### FORM T2.2.14 - B-BBEE LEVEL

The score for preferences will be calculated using the B-BBEE status level of the contributor for each responsive tender under consideration.

The B-BBEE status level of the contributor must be included on the valid, original or certified copy of the B-BBEE certificate of the contributor that is to be submitted with bid documentation should the bidder wish to claim preference points for the specific bid.

The full conversion of B-BBEE level to PPPFA points are as follows:

<b>B-BBEE Level</b>	<b>PPPFA – Government tender points allocation 90/10</b>	<b>PPPFA – Government tender points allocation 80/20</b>
Level 1 Contributor	10	20
Level 2 Contributor	9	18
Level 3 Contributor	6	14
Level 4 Contributor	5	12
Level 5 Contributor	4	8
Level 6 Contributor	3	6
Level 7 Contributor	2	4
Level 8 Contributor	1	2
Non-Compliant Contributor	0	0

#### **NB: THE TENDERER SHALL ATTACH B-BBEE CERTIFICATE**

In case of a joint venture, or consortium a consolidated B-BBEE certificate will be required

<b>SIGNATURE OF TENDERER</b>	<b>DATE:</b>



---

## FORM T2.2.15 - TAX CLEARANCE CERTIFICATE

A printed Tax Clearance Certificate from the South African Revenue Services (SARS) shall be attached to this Schedule.

Each party to a Joint Venture shall submit a separate printed Tax Clearance Certificate.

### CONTRACTOR'S TAX COMPLIANCE STATUS PIN

--

### & PARTNER

--

<b>SIGNATURE OF TENDERER</b>	<b>DATE:</b>

<b>SIGNATURE OF TENDERER</b>	<b>DATE:</b>



---

**FORM T2.2.16 - CONTRACTOR'S CRS NUMBER FOR CIDB GRADING**

Each party to a Joint Venture shall provide their CRS number.

**CONTRACTOR'S CRS NUMBER**

--

**& PARTNER**

--

--	--

**SIGNATURE OF TENDERER**

**DATE:**

--	--

**SIGNATURE OF TENDERER**

**DATE:**



---

## FORM T2.2.17 - CONTRACTOR'S BANKING DETAILS

### CONTRACTOR'S BANK RATING

The bidder to provide: Account Number, Name of Bank and branch code

Name of Bank:

Account Name:

Account Number:

Branch Code :


### & PARTNER

Name of Bank:

Account Name:

Account Number:

Branch Code :


--	--

**SIGNATURE OF TENDERER**

**DATE:**

--	--

**SIGNATURE OF TENDERER**

**DATE:**



## FORM T2.2.18 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Item	Question	Yes	No
1.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.1.1	If so, furnish particulars:		
1.2	Is the Tenderer 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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.2.1	If so, furnish particulars:		
1.3	Was the Tenderer 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"/>
1.3.1	If so, furnish particulars:		
1.4	Does the Tenderer 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? <b>Attach proof not older than three months.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
1.4.1	If so, furnish particulars:		
1.5	Was any contract between the Tenderer 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"/>
1.5.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED .....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

--	--

**SIGNED ON BEHALF OF TENDERER**

**DATE:**

--	--

**POSITION**

**NAME OF BIDDER**



**\*where the entity tendering is a joint venture, each party to the joint venture must sign a declaration (*Form T2.2.18*) in terms of the Municipal Finance Management Act and attach it to this schedule.**



## FORM T2.2.19 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

To: THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY

### CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

Information required in terms of the Municipal's Supply Chain Management Policy, Sections 51.1 and 111.2

**CONTRACT NUMBER MHLM/SCM/MIG/ 02/2022/23: MAQUASSI HILLS LOCAL MUNICIPALITY - CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)**

**NAME OF THE BIDDER:** .....

#### FURTHER DETAILS OF THE BIDDER(S); Director / Shareholder / Partners, etc:

Directors /Shareholder/Partner	Physical address of the <b>Business</b>	Municipal Account number(s)	Physical <b>residential</b> address of the Director / shareholder / partner	Municipal Account number(s)

**NB: Please attach** Certified copy(ies) of ID document(s)

I, \_\_\_\_\_, the  
undersigned,  
(full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

--	--

**SIGNED ON BEHALF OF TENDERER / BIDDER**

**DATE:**

(i) For office use (comments): Telephone relevant Local Municipality

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

**NB: Bidders to furnish proof of payment of Municipal Services and any other Contract with Landlord / Home Owner, or letter from Tribal Authority.**



**FORM T2.2.20 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING  
AMOUNTS OWED TO COUNCIL**

<b>TO:</b>	<b>THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY</b>
<b>FROM:</b>	

**(NAME OF BIDDER / TENDERER)**

**AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL**

Extract from Supply Chain Management Policy, Section 51.1:

**“The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

**51.1 failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; ...”**

**I, THE UNDERSIGNED, \_\_\_\_\_,**  
**(FULL NAME IN BLOCK LETTERS)**

hereby authorise the Maquassi Hills Local Municipality to deduct the full amount outstanding by the business organization / Director, shareholder, partner, etc from any payment due from Maquassi Hills Local Municipality or any Local Municipality within the District.

**THUS DONE AND SIGNED** for and on behalf of the Bidder / Contractor

--	--

**SIGNED ON BEHALF OF TENDERER / BIDDER**

**DATE:**

in the presence of the subscribing witnesses.

**AS WITNESSES:**

--	--

**SIGNATURE WITNESS 1**

**NAME IN BLOCK LETTERS**

--	--

**SIGNATURE WITNESS 2**

**NAME IN BLOCK LETTERS**



## FORM T2.2.21 - RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

<b>SIGNED ON BEHALF OF TENDERER</b>	<b>DATE:</b>
<b>POSITION</b>	<b>NAME OF BIDDER</b>



## FORM T2.2.22 - QUALITY CRITERIA AND POINTS CLAIMED

### 1. Points for Quality Threshold

Description			Section no.	No of Points	
				Maximum	Claimed
Specific Residential Roads expertise	Company Capacity and capability	Locality of Bidder	T2.2.3	25	
		Experience in Similar Projects	T2.2.3	40	
		Availability of Plant & Equipment	T2.2.9	15	
	Project Team	Experience of Key Personnel	T2.2.5	20	
	<b>Total (Specific project applicable expertise)</b>			<b>100</b>	

#### Note:

The minimum number of evaluation points for quality for stage 3 of the tender to be considered responsive is **70 points**.

#### Explanation of Points for Quality Threshold: QUALITY ASSESSMENT CRITERIA

##### 1 Locality of Bidder

Within Maquassi Hills Local Municipality - 25 points  
Within Dr. KK District Municipality - 20 points  
Within North West Province - 15 points  
Outside the NW Province - 10 points

##### 2 Experience in Similar(stormwater) Projects (40 Points)

Previous **similar** projects (Completion certificates should be attached to claim points)  
Five projects **(40 Points)**  
Four projects **(30 Points)**  
Three projects **(20 Points)**  
Two projects **(10 Points)**  
One project **(5 Points)**  
No Projects (0 Points)

##### 3 Availability of Plant

###### Maximum (15 points)

TLB (Owned \*/ hired\* = 2 Points)  
Excavator (Owned /hired\* = 3 Points)  
Tipper (6m<sup>3</sup>) (Owned /hired\* = 2 Point)  
Roller (Specify type & capacity) (Owned \*/hired\* = 2 Point)  
Grader (Owned \*/hired\* = 2 Point)  
Tractor & Trailer (Owned \*/hired\* = 2 Point)  
Water Tanker (Owned \*/hired\* = 2 Point)

**\* Proof of Equipment ownership or letter of rental agreement of intent from the service provider to be attached - failure to submit the document will lead to zero points.**



---

**Plant and Equipment listed in returnable documents Form T2.2.9 should be available at all times during the execution of the works.**

---

**4 Experience of Proposed Construction Site Supervisor & Safety Office (20 points)**

(CV's and supporting documentation of the proposed site staff and Safety Officer must be attached with the following information available)

Full Name:

Date of Birth:

Years with Current Firm:

Years' Experience:

Detailed Tasks Assigned:

Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

Education:

*[Summarize college/university and other specialised education of staff member, give names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employment organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employer references, where appropriate.]*

**Scoring - (Maximum 20 points)**

- 1 x Site Agent with National Diploma or higher qualification and 5 years relevant experience **(10 Points)**
- 1 x Site Agent with Matric and 5 years relevant experience **(5 Points)**
- Safety Officer with First Aid plus OHSA (Construction Regulations) qualification **(5 points)**
- Site Agent with either no Matric Certificate or less than 5 years' experience (0 points)

Signature of Tenderer : \_\_\_\_\_ Date : \_\_\_\_\_

**END OF SECTION**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO TENDER FOR REQUIREMENTS OF MAQUASSI HILLS LOCAL MUNICIPALITY</b>					
TENDER NUMBER:	MHLM/SCM/MIG / 02/2022/23	CLOSING DATE:	16 September 2022	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT. 4 (CHRIS HANI)				
<b>THE SUCCESSFUL TENDERER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
TENDER RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS					
<b>Supply Chain Management Unit</b>					
<b>Maquassi Hills Local Municipality</b>					
<b>18A Kruger Street</b>					
<b>Wolmaransstad</b>					
<b>2630</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL ITEMS OFFERED COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> Yes <input type="checkbox"/> No	TOTAL BID PRICE (As per the price schedule)	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>QUERIES MAY BE DIRECTED DURING OFFICE HOURS: MON – FRI BETWEEN 07:30 TO 16H00 TO</b>			
<b>FOR BIDDING PROCEDURE</b>		<b>FOR TECHNICAL INFORMATION</b>	
CONTACT PERSON	SCM Department	CONTACT PERSON	Nelson Mwase
TELEPHONE NUMBER	018 065 0010	TELEPHONE NUMBER	082 453 3032
E-MAIL ADDRESS		E-MAIL ADDRESS	mwasenel@gmail.com

## PART B TERMS AND CONDITIONS FOR BIDDING

### **BID SUBMISSION:**

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

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### **TAX COMPLIANCE REQUIREMENTS**

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

### **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

## 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.

.....

.....

---

\* 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.

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

**YES / NO**

3.8.1 If so, furnish particulars.

.....

.....

3.9 Are you, aware of any relationship (family, friend, other) 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?

**YES / NO**

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, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

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

## MBD 6.1

### FORM B: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$\left( \begin{matrix} P_s = 80 \\ 1 \end{matrix} - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad \left( \begin{matrix} P_s = 90 \\ 1 \end{matrix} - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

## 4. 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

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

7.1.1If yes, indicate:

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

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

(Tick applicable box)

YES

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

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

<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-BBEE 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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

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

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

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if –

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

## **2. Definitions**

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

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

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

	_____ %
	_____ %
	_____ %

4. Does any portion of the services, works or goods offered have any imported content?  
(Tick applicable box)

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

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

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

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

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....
- (b) Practice number: .....
- (c) Telephone and cell number: .....
- (d) Email address: .....

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

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

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

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/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
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

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

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2001  
LOCAL CONTENT OF PRODUCTS**

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001**

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the S.A economy by procuring locally  
Manufactured products.

.....

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.
3. **“Local content”** means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, **provided that local manufacture does take place.**
4. **“Imported content”** means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

**5. BID INFORMATION**

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

**6. POINTS CLAIMED**

Indicate whether point(s) allocated for this goal is (are) claimed.

Yes / No

**7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE**

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the “points claimed” column.

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

**8. BID DECLARATION**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) 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;

**WITNESSES:**

1. ....

.....  
SIGNATURE (S) OF BIDDER (S)

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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><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>	Yes <input type="checkbox"/>	No <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**



---

*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**AGREEMENTS AND CONTRACT DATA**

**INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART C1.1</b>	<b>FORMS OF OFFER AND ACCEPTANCE .....</b>	<b>C1.1.1</b>
<b>PART C1.2</b>	<b>CONTRACT DATA .....</b>	<b>C1.2.1</b>
	Annexure A: Form of Guarantee .....	C1.2.16

**END OF SECTION**



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*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**FORM OF OFFER AND ACCEPTANCE**

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Maquassi Hills Local Municipality: Construction of Flood mitigating structures in Tsweleng ext 4 (Chris Hani).

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 -**

RANDS.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_



---

Capacity \_\_\_\_\_

for the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & signature \_\_\_\_\_ Date \_\_\_\_\_  
of witness



## ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the, conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement, between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this 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 C1 to C4 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.

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. 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.



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Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

for the Employer \_\_\_\_\_  
(Name and address of organisation)

Name & signature \_\_\_\_\_

of witness \_\_\_\_\_ Date \_\_\_\_\_



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## SCHEDULE OF DEVIATIONS

Notes :

1. The extent of deviations from the tender documents issued by the employer before 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. **Subject** .....

Details .....

2. **Subject** .....

Details .....

3. **Subject** .....

Details .....

4. **Subject** .....

Details .....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the 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.

**END OF SECTION**



*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

CONTRACT DATA

**GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

The General Conditions of Contract are not bound into this document, but are available at the Contractor's expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685 or [www.saice.org.za](http://www.saice.org.za).

**CONTRACT SPECIFIC DATA**

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3<sup>rd</sup> Edition (2015), the following Contract Data apply to this Contract.

The Contract Data consists of two parts. Part 1 contains information provided by the Employer, while Part 2 contains information to be provided by the Contractor.



## Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.2	Add the following:  "Schedule of Quantities" means the document so designated in the Pricing Data, and forming part of the written instruction by the Employer's Agent to the Contractor to execute the specified of works.
1.1.1.5	Add the following to the clause:  The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with a portion of the Works.
1.1.1.7	Add onto the word "parties" in the last sentence:  "..... and shall include any written instruction by the Employer's Agent to the Contractor to execute any specified portion of the works."
1.1.1.9	"Contract Price" means the total estimated value of the works executed by the Contractor on instruction and approval by the Employer's Agent.
1.1.1.13	Add the following to the end of this definition:  The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition:  This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.  The <b>time for completion of all works</b> under this project shall be <b>3 months</b> .
1.1.1.15	The Employer is Maquassi Hills Local Municipality.
1.1.1.16	For this specific contract only, the word "Employer's Agent" means any Registered Professional appointed, generally or specifically by Maquassi Hills Local Municipality to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.1.1.25	"Pricing Data" means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his price.
1.1.1.26	The pricing strategy is Re-measurement Contract for each portion of works and/or instruction.



Clause	Contract Data
1.2.1	<p>Add the following to the clause:</p> <p>1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.</p> <p>1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.</p> <p>1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.</p>
1.2.1.2	<p>The address of the Employer is:</p> <ul style="list-style-type: none"> <li>- Maquassi Hills Local Municipality 18A Kruger Street WOLMARANSTAD 2630 Tel: (018) 596 1067</li> </ul> <p>The Employer's agent is (also known as the Engineer):</p> <ul style="list-style-type: none"> <li>- Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: 057 352 7992 Fax: 086 548 7790</li> </ul>
1.3.6	<p>Replace this clause with:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.1	<p>Add the following words into to the sentence....</p> <p>..... <i>"shall be a registered professional in a built environment profession <b>with a minimum of 10 years' experience</b> that is appropriate to"</i> .....</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p>



Clause	Contract Data
	<p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p> <p>3.2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding 10% of the contract amount, the valuation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11.</p> <p>3.2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 10.1.</p>
4.1.2	<p>Add the following to the clause:</p> <p>The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.1.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.1.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.1.2.3 design calculations should the Employer's Agent request a copy thereof.</p> <p>4.1.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works.</p> <p>The Contractor shall be responsible for the design of the Temporary Works.</p>
4.3.3	<p>Add the following new clause:</p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1977 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as appended to these Contract Data as Annexure B, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.</p>
4.3.4	<p>Add the following new clause:</p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations,</p>



Clause	Contract Data
	<p>2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.3.7	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.4.4	<p>Add the following to the clause:</p>



Clause	Contract Data
	.... 30 % of the construction amount should be spend locally within the Maquassi Hills LM area of jurisdiction. The cost of local labour, local sub-contractors and local suppliers will form part of the 30%.
4.10.3	Add the following new clause:  The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.
5.3.1	Add the following:  The documentation required before commencement with Works Execution are: <ul style="list-style-type: none"> <li>• Health and Safety Plan (Refer to Clause 4.3)</li> <li>• Initial Programme (Refer to Clause 5.6)</li> <li>• A detailed cashflow forecast (Refer to Clause 5.6.2.6)</li> <li>• Security (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> </ul>
5.3.2	Add the following:  The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.
5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.
5.6.1	Add the following to the clause:  In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.8.1	The non-working days are Sundays.  Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.
5.12.5	Add the following new clause:  <b>Extension of time due to Abnormal Rainfall</b>  Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:



$$V = (N_w - N_n) + (R_w - R_n)/20$$

Where:

V = Extension of time in calendar days for the calendar month under consideration

N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded

R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration

N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter

R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter

Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N<sub>n</sub>, then V shall be taken as being equal to minus N<sub>n</sub>. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.

Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

Regional rainfall records will be applicable to this. The following values of N<sub>n</sub> and R<sub>n</sub> shall apply:



Clause	Contract Data																																										
	<table><tr><th>Month</th><th>R<sub>n</sub> (mm)</th><th>N<sub>n</sub> (days)</th></tr><tr><td>January</td><td>102</td><td>10.3</td></tr><tr><td>February</td><td>79</td><td>8.5</td></tr><tr><td>March</td><td>71</td><td>8.7</td></tr><tr><td>April</td><td>53</td><td>5.9</td></tr><tr><td>May</td><td>18</td><td>2.4</td></tr><tr><td>June</td><td>7</td><td>1.3</td></tr><tr><td>July</td><td>5</td><td>1.0</td></tr><tr><td>August</td><td>9</td><td>1.1</td></tr><tr><td>September</td><td>20</td><td>2.6</td></tr><tr><td>October</td><td>57</td><td>6.2</td></tr><tr><td>November</td><td>75</td><td>8.6</td></tr><tr><td>December</td><td>75</td><td>9.2</td></tr><tr><td>Total</td><td>571</td><td>66</td></tr></table>	Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)	January	102	10.3	February	79	8.5	March	71	8.7	April	53	5.9	May	18	2.4	June	7	1.3	July	5	1.0	August	9	1.1	September	20	2.6	October	57	6.2	November	75	8.6	December	75	9.2	Total	571	66
Month	R <sub>n</sub> (mm)	N <sub>n</sub> (days)																																									
January	102	10.3																																									
February	79	8.5																																									
March	71	8.7																																									
April	53	5.9																																									
May	18	2.4																																									
June	7	1.3																																									
July	5	1.0																																									
August	9	1.1																																									
September	20	2.6																																									
October	57	6.2																																									
November	75	8.6																																									
December	75	9.2																																									
Total	571	66																																									
5.13.1	The penalty for failing to complete the Works is R5 000/day of works and/or Employer's Agent's instruction.																																										
5.13.3	<p>Add the following new Clause.</p> <p>The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.</p>																																										
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"><li>• fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li><li>• utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li><li>• utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li></ul>																																										



Clause	Contract Data
	<p>then the Contractor shall be liable to the Employer for the percentage stated below of the value of the Works so executed in conflict with the provisions of the relevant Scope of Work, as a penalty for non-compliance.</p> <p>The penalty for non-compliance is: 15% of the value of Works specified.</p> <p>The imposition of penalties in terms of this clause shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p>
5.16.3	The Latent defect period is 10 years after the issue of the Final Approval Certificate in terms of Clause 15.6.1
6.1.1	<p>Add the following to the clause:</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>
6.2.1	<p>Add the following to this Clause:</p> <p>The amount of the Surety will be 10% of the contract amount at the time that the Agreement comes into effect. The guarantee shall remain valid until the issue of the Certificate or Certificates of Completion in respect of the whole of the Permanent Works. The Pro Forma Form of Guarantee bound into the General Conditions of Contract is replaced by the Form of Guarantee (Deed of Suretyship) is appended to the Contract Data as Annexure A.</p> <p>This approval or otherwise shall be based upon legal opinion to be provided by the Employer's Agent.</p>
6.8.2	The application of a Contract Price Adjustment factor <b>will not</b> apply to this Contract.
6.8.3	Price Adjustments for variations in the cost of special materials is not allowed.
6.8.4	In line 6 delete the words "between the Employer and the Contractor".
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention is 10% of a payment claim up to a maximum of 5% of the total construction value per Works Instruction.
6.11.1.3	Delete this clause in total.



*Part C1: Agreements and Contract Data*  
*Section C1.2: Contract Data*

Clause	Contract Data
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.
9.2.1.3.5	Add the following to this Clause:  ... or is find to deliver poor performance in the execution of the scope of work or any part thereof,
10.5.3	The number of Adjudication Board Members to be appointed is 1 (one).



CONTRACT PRICE ADJUSTMENT SCHEDULE	
Clause	Contract Data
1.	<p>The application of a Contract Price Adjustment factor will apply to this Contract. The price adjustment formula provided in the General Conditions of Contract will apply, together with the following coefficients and the definition of the relevant indices indicated below;</p> <p>X= -                      a= -                      b= -                      c= -                      d= -</p>
2.	<p>Replace the definitions of the relevant indices with the following:</p> <p>"L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area of North West as published in the Consumer Price Index Statistical Release PO 141.1 (Table 7.1 – Consumer Price Index and percentage change according to Urban Area) of Statistics South Africa.</p> <p>"P" is the "Plant Index" and shall be the "Civil Engineering Plant" index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 – Price Index for selected materials) of Statistics South Africa.</p> <p>"M" is the "Materials Index" and shall be the "Civil Engineering" index as published in the Production Price Index Statistical Release PO 142.1 (Table 11 – Production Price for materials used in certain industries) of Statistics South Africa.</p> <p>"F" is the "Fuel Index" and shall be the "Diesel oil – Coast and Witwatersrand" index as published in the Production Price Index Statistical Release PO 142.1 (Table 12 - Production Price Index for selected materials) of Statistics South Africa.</p>



**Part 2: Data provided by the Contractor**

Clause	Contract Data						
1.1.1.9	<p>The name of the Contractor is:</p> <hr/> <hr/>						
1.2.1.2	<p>The address of the Contractor is:</p> <hr/> <hr/>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Amount</td><td></td></tr> <tr> <td>Performance guarantee of 10% of the Contract Amount</td><td></td></tr> </tbody> </table>	Type of Security	Contractor's choice. Indicate "Yes" or "No"	Cash deposit of 10% of the Contract Amount		Performance guarantee of 10% of the Contract Amount	
Type of Security	Contractor's choice. Indicate "Yes" or "No"						
Cash deposit of 10% of the Contract Amount							
Performance guarantee of 10% of the Contract Amount							

**END OF SECTION**



*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN  
TSWELELANG EXT 4 (CHRIS HANI)**

(To be supplied on the  
official letterhead  
of "The Bank/Company")

PERFORMANCE GUARANTEE

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

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....  
Physical address: .....  
.....

"Employer" means: Maquassi Hills Local Municipality

"Contractor" means: .....

"Employer's Agent" means: .....

"Works" means: **CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23: Construction of Flood  
mitigating structures in Tswelelang ext 4 (Chris Hani).**

"Site" means: Area in which the concrete channel is to be constructed as well as the  
adjacent road for the length of the planned channel.

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

"Contract Sum" means: The Contract Amount in terms of the Form of Offer and  
Acceptance.

Amount in words: Contract Sum written out in words.



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"Guaranteed Sum" means: The maximum aggregate amount of 10% of the Contract Amount at the time that the agreement comes into effect

Amount in words: Guaranteed Sum written out in words.

"Expiry Date" means: 14 Days after receipt of Certificate of Completion.

## CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificate and the Completion Certificate of Works as defined in the Contract.

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;



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- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculate from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 and 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
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13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

at \_\_\_\_\_(place)

Guarantor's Signatory

1. \_\_\_\_\_  
Signature Name

\_\_\_\_\_  
Capacity

2. \_\_\_\_\_  
Signature Name

\_\_\_\_\_  
Capacity

As Witnesses:

1. \_\_\_\_\_  
Signature Name

2. \_\_\_\_\_  
Signature Name

**END OF SECTION**



*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**PRICING DATA**

**INDEX**

<b>Section</b>	<b>Description</b>	<b>Page No</b>
<b>PART C2.1</b>	<b>PRICING INSTRUCTONS</b>	
1.	General .....	C2.1.1
2.	Pay Items.....	C2.1.1
3.	Quantities.....	C2.1.2
4.	Rates.....	C2.1.3
5.	Payments .....	C2.1.5
<b>PART C2.2</b>	<b>SCHEDULE OF QUANTITIES .....</b>	<b>C2.2.1</b>

**END OF SECTION**



## *Maquassi Hills Local Municipality*

### **CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

## **CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)**

### **PRICING INSTRUCTIONS**

#### **1. GENERAL**

These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Schedule of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The Schedule of Quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit	: The Unit of measurement for each item of work in terms of the Scope of Work.
Quantity	: The number of units for each item.
Rate	: The payment per unit of work at which the tenderer tenders to do the work.
Amount	: The product of the quantity and the rate tendered for an item.
Lump sum (L.Sum)	: An amount tendered for an item, the extend of which is described in the Pricing Instructions, Schedule of Quantities or the Scope of Work but the quantity of work of which is not measured in any units.

#### **2. PAY ITEMS**

The Schedule of Quantities has been drawn up generally in accordance with the relevant provisions of the Standard Specifications for Road and Bridge Works for State Road Authorities.

The Schedule of Quantities has been drawn up in accordance with the South African Standard System for measuring building work. (6th edition – revised February 1999). The items in the Schedule are to be read and priced in conjunction with and the descriptions regarded as amplified by the Model Preambles for Trades as recommended and published by the Association of South African Quantity Surveyors, 1999 edition, and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained.

The short descriptions of the items in the Schedule of Quantities are for identification purposes only and the measurement and payment clause of the Standard Specifications and the



Particular Specifications, read together with the relevant clauses of the amendments and additions contained in the Project Specification and directives on the drawings, that set out what ancillary or associated work and activities are included in the rates for the operations specified.

The item numbers appearing in the Schedule of Quantities refer to the corresponding item numbers in the Standard Specifications. Item numbers prefixed by the letters PS refer to items of payment described in Part B amendments to the standard specification.

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

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganeutron
m <sup>3</sup>	=	cubic metre	MN.m	=	meganeutron-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
Pa	=	kilopascal	wt	=	wall thickness
w/day	=	workday	dia	=	diameter
BH	=	borehole	R/only	=	rate only

### 3. QUANTITIES

- 3.1 The quantities given in the Schedule of Quantities are for the evaluation of the tender and budgetary purposes and is only an indication of the actual quantities that may be required for the contract. Quantities will be measure during the execution of the work. The quantities finally accepted and certified for payment and not the quantities given in the Schedule of Quantities, shall be used to determine payments to the Contractor. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it. The quantities of material or work stated in the Schedule of Quantities shall not be regarded as authorisation for the Contractor to order material or to execute work.
- 3.2 The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Schedule of Quantities and in accordance with the General and Special Conditions of Contract, the Standard Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured nett in accordance with the Drawings, and no allowance has been made for waste.



- 3.3 The validity of the contract will in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities finally certified for payment.

#### 4. RATES

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

- 4.2 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 or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

- 4.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected;
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

- 4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

- 4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.

- 4.6 All rates and sums of money quoted in the Schedule of Quantities shall be in Rands and **whole Rands only**. Cents shall be discarded.

- 4.7 All prices and rates entered in the Schedule of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Schedule of Quantities.



- 4.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 4.9 Reasonable compensation will be established where no payment item appears in respect or work required in terms of the Contract which is not covered in any other pay item.
- 4.10 Incorrect entries shall **not be erased or obliterated with correction fluid** but must be crossed out neatly with a single line. The correct figures must be entered above or adjacent to the crossed-out entry, and the alteration must be initialled by the Tenderer.
- 4.11 Arithmetical errors found in the Schedule of Quantities shall be dealt with as set out in the Tender Data.
- 4.12 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Schedule of Quantities, and separate additional payments will not be made.
- 4.13 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Schedule of quantities are required to be in balance.

A tender will be considered out of balance if:

- (i) the combined, extended total tendered for Bill No. 1: Preliminaries & General (Fixed-, value- and time-related obligations) charges exceeds a maximum of 15% of the Tender Sum (excluding contingencies, escalation and VAT).
  - (ii) the rates, prices or amounts tendered for any other items differ by more than 20 (twenty) percent from either the next highest or next lowest rates, prices or amounts tendered, or else from the latest departmental estimates.
- 4.14 Any such unbalanced tender may be rejected if, after seven (7) days of having been given written notice by the Employer to adjust those rates or lump sums which are unreasonable or out of balance, the Tenderer fails to make the necessary satisfactory adjustments. These adjustments in rectification will be such that increases are balanced by decreases, leaving the tender sum unchanged.

## 5 PAYMENTS

- 5.1 Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10.1 of the General Conditions of Contract 2015, in respect of "sum" items in the Schedule of Quantities shall be by means of interim progress



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instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out, relates to the extent of the work to be done by the Contractor.

Notwithstanding any custom to the contrary, the work as executed will be measured for payment in accordance with the methods described in the contract documents under the various items of payment.

The nett measurements or mass of the finished work in place shall be taken for payment, and any quantity of work in excess of that prescribed shall be excluded.

**END OF SECTION**

**BILL NO. 1 : GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		BILL NO. 1				
	SABS 1200A	GENERAL				
1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements				
		Contractual requirements including all sureties and insurance	Sum			
1.1.2	8.3.2 PS 1	Establishment of Facilities on the Site or Contractor's Main Camp for the Contract :				
	8.3.2.1	a) Facilities for Engineer (SANS 1200 AB)				
		i) Nameboard (Two required)	No.	2		
		ii) Furnished Office	Sum			
		iii) Cellular telephone and combination fax telephone (One each required)	Sum			
		iv) Survey Equipment	Sum			
		v) Carport	Sum			
		vi) Survey Assistants	Sum			
	8.3.2.2	b) Facilities for Contractor				
		i) Offices and storage sheds	Sum			
		ii) Workshops	Sum			
		iii) Living accommodation	Sum			
		iv) Ablution and latrine facilities	Sum			
		v) Tools and equipment	Sum			
		vi) Water, Electric power and Communications	Sum			
		vii) Dealing with water	Sum			
		viii) Access	Sum			
		ix) Plant	Sum			
1.1.3	8.3.3	Other fixed charge obligations				
		All other fixed charge and obligations	Sum			
1.2	8.4	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	month	3		
Total Carried Forward						

**BILL NO. 1 : GENERAL**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<i>Brought Forward</i>						
1.2.2	8.4.2	Operate and maintain facilities on the Site:				
	8.4.2.1	a) Facilities for Engineer for the duration of Construction (SANS 1200AB)				
		i) Nameboards	month	3		
		ii) Furnished Office	month	3		
		iii) Telephone	month	3		
		iv) Survey Equipment	month	3		
		v) Carport	month	3		
		vi) Survey Assistants	month	3		
	8.4.2.2	b) Facilities for Contractor for duration of construction, except where otherwise stated				
		i) Offices and storage sheds	month	3		
		ii) Workshops	month	3		
		iii) Living accommodation	month	3		
		iv) Ablution and latrine facilities	month	3		
		v) Tools and equipment	month	3		
		vi) Water supplies, electric power and communications	month	3		
		vii) Dealing with water	month	3		
		viii) Access	month	3		
		ix) Plant	month	3		
1.2.3	8.4.3	Supervision for duration of construction	month	3		
1.2.4	8.4.4	Company and head office overhead costs for the duration of the contract	month	3		
1.2.5	8.4.5	Other time related obligations. All other time related obligations, including custody of drawings and programme to be furnished.	month	3		
<i>Total Carried Forward To Summary</i>						

**BILL NO. 2 : PROVISIONAL SUMS**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.3		BILL NO. 2 PROVISIONAL SUMS SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3.1		Materials for Dayworks	P.Sum	1		25 000
2.3.2		Overheads, charges and profit on Item 2.3.1	%	25 000		
2.4	PS12	PRIME COST ITEMS				
2.4.1	PS12.3	Artisan and Skills Training	PC.Sum	1		35 000
2.4.2		Overheads, Charges and Profit on Item 2.4.1	%	35 000		
2.4.3	PS12.1	Acceptance Control Testing of Earthworks (Only on written instruction)	PC.Sum	1		15 000
2.4.4		Overheads, Charges and Profit on Item 2.4.3	%	15 000		
2.4.5	PS12.4	Telephone calls and Rental for the Engineers Representative	PC.Sum	1		4 500
2.4.6		Overheads, Charges and Profit on Item 2.4.5	%	4 500		
2.4.7	PS12.5	Specialist Contractors	PC.Sum	1		40 000
2.4.8		Overheads, Charges and Profit on Item 2.4.9	%	40 000		
2.4.9	PS12.2	Payments made to Labour Desk Officers	PC.Sum	1		15 000
2.4.10		Overheads, Charges and Profit on Item 2.4.11	%	15 000		
2.4.11	PS 12.6	Accommodation for Engineer's Representative	PC.Sum	1.0		9 000
2.4.12		Percentage adjustment to Item 2.4.17 to cover Contractor's expenses with regard to item	%	9 000		
2.4.13	PS 15	Management of approved emerging local sub-contractors	%	280 000		
Total Carried Forward To Summary						

**BILL NO. 3 : STORMWATER DRAINAGE SITE CLEARANCE AND EXCAVATION**

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
.1		SECTION :STORMWATER DRAINAGE SITE CLEARANCE AND EXCAVATION  Clear Site  Clear and spoil material for structures, buildings rubble, etc at a spoil site established by the Contractor	m <sup>2</sup>	780.0		
.2	8.3.2(a)	Excavate, select materials, backfill and dispose of surplus/unsuitable material				
.2.1		Exceeding 0,0 m but not exceeding 1,5 m for:				
		a) Channal	m <sup>3</sup>	535.0		
		b) Box Culvert	m <sup>3</sup>	65.0		
.4	SANS 1200 LB	PROVIDE BEDDING MATERIAL				
.5	SANS 1200 LE	BOX CULVERTS (PRECAST CONCRETE) Supply, bed and install including backfilling and compaction to sides and top.				
		a) complete with invert slabs				
.5.1		2,1 m x 0,9 m  CONCRETE CHANNEL  ANCILLARIES OPEN DRAINS TO DWG. 2022-05/S/D/001	m	16.0		
9.5	8.2.6.2	a) Trim excavations in soft and intermediate material	m <sup>2</sup>	585.0		
9.6	8.2.8	b) Cast-in-situ concrete (25 MPa) slabs	m <sup>3</sup>	137.0		
.5.5	8.2.3	c) Fabric Reinforcement REF 193	m <sup>2</sup>	1 040.0		
	8.2.9	d) Formwork				
.3.6		To ends of slabs	m <sup>2</sup>	30.0		
.3.5	8.2.10	Sealed joints	m	465.0		
	8.2.10	ACCESSORIES				
.7.8		Step irons	No.	50.0		
	SANS 1200 MM	SECTION : ANCILLARY ROADWORKS				
.1		GUARDRAILS				
.1.1	8.2.1	Supply and erect galvanized steel guardrails on timber posts, backfilled with material available on Site	m	270.0		
Total Carried Forward						

BILL NO. 3 : STORMWATER DRAINAGE SITE CLEARANCE AND EXCAVATION

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Brought Forward						
.1.3	8.2.3	End Units a) End wings	No.	4.0		
.1.4		b) Terminal sections to Dwg 2022-05/S/D/003 single guardrail sections	No.	2.0		
Total Carried Forward To Summary						



## SUMMARY OF SCHEDULES

SECTION	DESCRIPTION	AMOUNT (RANDS)
1	BILL NO. 1 : GENERAL	.....
2	BILL NO. 2 : PROVISIONAL SUMS	.....
3	BILL NO. 3 : STORMWATER DRAINAGE SITE CLEARANCE AND EXCAVATION	.....
	SUBTOTAL	.....
	CONTINGENCIES 10%	.....
	Add 15% VAT	.....
	TOTAL	.....

END OF SECTION



*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**SCOPE OF WORKS**

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**END OF SECTION**



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## *Maquassi Hills Local Municipality*

### **CONTRACT: MHLM/SCM/MIG/ 02/2022/23**

## **CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)**

### **SCOPE OF WORKS**

#### **SECTION C3.1: DESCRIPTION OF WORKS**

##### **C3.1.1 EMPLOYERS OBJECTIVES**

Bids are invited for the construction of a storm water channel and the execution of associated civil engineering works. The contract entered into between the Employer and Contractor shall be binding for the duration of the contract period, from the date of appointment of the Contractor.

##### **C3.1.2 OVERVIEW OF THE WORKS**

The works entails the construction a storm water channel and the execution of associated civil engineering works. Details of the Works are included in Clause C3.1.3 hereof. The works will be executed by means of "mechanical" and "labour intensive" methods.

The works to be executed under this contract consists of the following:

- (i) Construction of a concrete channel and appurtenant storm water management structures.

##### **C3.1.3 EXTEND OF THE WORKS**

The work required to be done consists of, but is not limited to the following:

- (i) Establishment of the Contractor's base camp or depot.
- (ii) Setting out of the works.
- (iii) Construction of a concrete channel and will consist mainly of the following:
  - \* Excavation and spoiling of in-situ material
  - \* Construction of in-situ concrete channel.
  - \* Construction of storm water management structures and / or culvert



- (iv) Accommodation of traffic to be done in accordance with the South African Road Traffic Signs manual.
- (vi) Locating and safe keeping of existing services.
- (vii) Taking down and re-erecting existing fencing.

#### **C3.1.4 LOCATION OF THE WORKS**

Works under this project are to be executed in the Province of the North West, within the Maquassi Hills Local Municipality's area of jurisdiction. The operation area is reflected in the Regional & Local Context Locality Plan, as shown in Volume 2.

**END OF SECTION**



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*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN  
TSWELELANG EXT 4 (CHRIS HANI)**

**SCOPE OF WORKS**

**SECTION C3.2: ENGINEERING**

**C3.2.1 EMPLOYERS DESIGN**

The permanent works included in this contract has been designed by the Employer unless otherwise stated. The detail of the works is indicated on the drawings and in the specifications. The Tenderer may submit alternative offers for designs prepared by himself subject to the conditions specified in Clause 2.12 of Section T1.3 of the Standard Conditions of Tender.

**C3.2.2 DRAWINGS**

Drawings are bound in Volume 2 - Book of Drawings. A drawing list is included in Volume 2. Construction drawings will be issued to the Contractor upon appointment.

**END OF SECTION**



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## *Maquassi Hills Local Municipality*

### **CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

## **CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)**

### **SCOPE OF WORKS**

#### **C3.3 PROCUREMENT**

##### **C3.3.1 Procurement Principles**

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- enable risk, responsibilities and obligations to be clearly identified.

**END OF SECTION**



*Maquassi Hills Local Municipality*

**CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**CONSTRUCTION**

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**END OF SECTION**



## Maquassi Hills Local Municipality

### **CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

#### **CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)**

#### **SECTION C3.4: CONSTRUCTION**

##### **C3.4.1 STANDARD SPECIFICATIONS**

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications).

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Contractor's expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001.

The standard specification is also obtainable from:

SAICE

Postnet Suite 81

Private Bag X65

Halfway House

1685

Tel: (011) 805 5947/8

e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)

The applicable SANS 1200 Standardised Specification for this Contract shall be the following:

- |    |   |                        |
|----|---|------------------------|
| A  | - | General                |
| D  | - | Earthworks             |
| GA | - | Concrete (small works) |
| LE | - | Stormwater Drainage    |



*Maquassi Hills Local Municipality*

**TENDER MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN  
TSWELELANG EXT 4 (CHRIS HANI)**

**CONSTRUCTION**

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PWB     SETTING OUT.....	C3.4.3.1
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**END OF SECTION**



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*Maquassi Hills Local Municipality*

**TENDER MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4  
(CHRIS HANI)**

**SECTION C3.4: CONSTRUCTION**

**C3.4.2 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS**

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract.

The various documents listed in Section C3.4.1 shall be treated as mutually explanatory. However, should any requirement of Section C3.4.2 which conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section C3.4.2 shall prevail.



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**PS 1: SITE FACILITIES AVAILABLE**

**PS 1.1 Services**

No power or water is available on site. Arrangements for the supply thereof must be made with the Municipality. The Contractor must arrange for the obtaining, transporting and distribution of water and electricity required for construction and other purposes.

Only water and power sources approved by the Employer's Agent may be used. No direct payment will be made for the obtaining, transporting and distribution of water and electricity and will be assumed that these costs have been included in the Contractors item prices where such are to be used.

**PS 1.2 Contractor's Camp**

The Contractor will be responsible to secure his own suitable site for establishment in the vicinity of the works. The Contractor should liaise with all the relevant departments of the Employer in this regard for approval of the camp site and stock pile areas.

Suitable storage sites for seal stone and slurry aggregate within the Municipal Area shall be agreed with the City Engineer. Generally, the area will be allocated to a site as close as possible to the Works. The tendered tariffs will not in any way be affected by the distance between the stockpile and the work site. Prospective Tenderers can ascertain the locations of possible storage sites before the close of the tender. This is considered an act of goodwill and if not available the Contractor will make his own provisions in this regard.

The Contractor will undertake to effect adequate environmental control. The criteria for this will be laid down by the Medical Health Officer of the authority and shall be strictly adhered to by the Contractor. It will be the responsibility of the Contractor to ascertain the requirements in question. No additional payment shall be made in this regard.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services required for the execution of the Works. No direct payment will be made for the provision of services for construction and other purposes and the cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Employer.



## **PS 2 : SITE FACILITIES REQUIRED**

### **PS 2.1 Sanitary Facilities**

The Contractor is to make his own arrangements for sanitary facilities at his own cost.

Alternatively, the Contractor shall provide portable chemical latrines. All latrines must, for the duration of the contract, be kept in a clean and hygienic condition to the satisfaction of the Employer's Agent. Sufficient facilities on site shall be provided for the contractor's employees in compliance with the regulations of the local health department and in terms of the Construction Regulations 2014.

### **PS 2.2 Employer's Agent's Office**

A facility for the Employer's Agent will be made available on site for the duration of the project at the site offices of the contractor. The facility should be able to host a maximum of 20 persons for the monthly site meetings.

### **PS 2.3 Solid Waste Disposals**

The Contractor will make arrangements for the removal of waste at regular intervals to an approved waste disposal site.

### **PS 2.4 Waste Water Control**

Wastewater may not be disposed of directly into the ground or watercourses. Liquid that is removed from the site must be disposed of into the municipal sewerage reticulation.

All runoff from fuel depots, workshops and truck washing areas and wash water from concreting vehicles and other equipment shall be collected and directed to a settling dam, HDPE lined, 10m x 4m x 1m deep. Lining to be HI-DRILINE 400 (400 microns) with joints sealed using the HYPERFLEX jointing system. The overflow pipe is to be connected to a temporary 160mm diameter uPVC pipe with discharge to a suitable water course.

### **PS 2.5 Contract Sign Boards**

Two contract sign boards will be supplied and installed by the contractor.

### **PS 2.6 Site Diary**

The Contractor shall supply, at his own expense, an A4 size triplicate book which shall be kept by him. Each day's activities shall be filled in by the Contractor day by day and the book handed to the Employer's Agent for signature once a week. It shall be available to the Employer's Agent at all times. The work progress and record of plant and labour shall be entered on a daily basis. The original shall be kept by the Contractor, the first copy is to be



forwarded to the office of the Employer's Agent and the second copy shall remain in the book. Employer's Agent's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book it will be considered a grave offence on his part. In such case the Employer's Agent's version of the entries that have been lost will be assumed correct and binding.

#### **PS 2.7 Site Instruction Book**

The Contractor shall supply, at his own expense an A4 size triplicate book which shall be kept in the site office. All correspondence between the Employer's Agent's and Contractor's site staff shall be entered into this book, and each entry signed and dated by both parties. It shall be available from the first day of the contract and at all times be accessible to the Employer's Agent.

The original shall be issued to the Contractor, the first copy is to be forwarded to the office of the Employer's Agent and the second copy shall remain in the book. Employer's Agent's version of the entries that have been lost will be assumed correct and binding. If the Contractor should lose the book it will be considered a grave offence on his part. In such case the Employer's Agent's version of the entries that have been lost will be assumed correct and binding.

#### **PS 2.8 Dust Control**

The Contractor shall apply water using a water tanker at regular intervals to access and construction roads where dust is causing a nuisance. The application rate should be sufficient to keep the routes dust free during the movement of construction equipment.

#### **PS 2.9 Deliveries and Removal of Material**

The Contractor shall ensure that all material delivery and removal vehicles carrying loose material are suitably covered to prevent loss of material. In the case of Sub-contractors supplying or removing materials, the Contractor shall ensure that rated tendered include for suitable covers.

### **PS 3: FEATURES REQUIRING SPECIAL ATTENTION**

#### **PS 3.1 Existing Services**

Due to the type of rehabilitation certain infrastructure requirements must be reinstated during construction, e.g. loops at traffic signals.

The contractor shall liaise with the person of which the contract details are provided hereunder. These works will be reinstated immediately upon completion of the rehabilitation actions



The Contractor shall take all reasonable steps to protect any existing works against damage which may arise as a result of his operations on site.

The Contractor shall make himself acquainted with all existing works. Before any excavation is commenced the Contractor shall submit to the owners of such works, plans showing the extent of the proposed excavations together with a programme giving approximate dates on which excavations will be commenced, and shall where possible, obtain from the owners' plans showing the position of all existing works.

The Contractor shall be responsible for the proper consolidation of the ground under and around any exposed mains, cables, valves, stopcock boxes and the like. The uncovering of boxes and covers that may become buried during the excavation or refilling operations will be at the expense of the Contractor.

The Contractor shall be held responsible for damage to any existing works and any damage caused, including any claims which may arise as a result there from, shall be borne by the Contractor, unless it is established by the Employer's Agent that the Contractor exercised reasonable care and damage was unavoidable and that the notices were served timorously.

#### **PS 3.4 Bench-Marks and Setting Out**

Bench Marks are provided. Local referencing beacons will have to be established by the contractor where required in addition.

#### **PS 3.5 Publications and Advertising**

The Contractor shall not publish, or cause to be published, any papers, articles or information relating to this project, nor permit any advertising mentioning the subject of this Contract, nor display, or permit to be displayed, any advertisements on the Site, or elsewhere, in connection with this Contract, without the prior permission, in writing, of the Employer. The Contractor shall be responsible for the observance of this Clause by his employees and by his Sub-Contractors.

#### **PS 4: INSPECTIONS**

Apart from the specific notice called for in the Contract Documents, the Contractor shall give the Employer's Agent 24 hours' notice of any work requiring inspection by him. Works inspected and rejected by the Employer's Agent will be re-inspected by the Employer's Agent for compliance with the specifications. The rejection of work inspected by the Employer's Agent will in no way release the Contractor from his contractual obligations under this Contract.

#### **PS 5: SITE MAINTENANCE**

During the progress of the work and upon its completion, the Site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and



equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstruction.

#### **PS 6: DRAWINGS**

The Contractor will be supplied with three paper copies of each of the drawings. These prints will be issued free of charge and any additional copies shall be for the Contractor's account.

Any information in the possession of the Contractor which is necessary for the Employer's Agent's Representative to complete his as-built drawings must be submitted to the Employer's Agent's Representative before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings are not to be scaled unless so instructed by the Employer's Agent. The Employer's Agent will supply any figured dimensions which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on site and the Contractor shall confirm all levels with the Employer's Agent before commencing any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Employer's Agent of any discrepancies.

#### **PS 7: SPOIL MATERIAL**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in approved areas identified by the Contractor and approved by the Employer.

Excavated material must be removed daily and disposed of. If this requirement is not fulfilled the Employer's Agent or his representative reserves the right to stop the execution of the work until such time as such material has been removed.

#### **PS 8: FREE-HAUL DISTANCE**

It is the explicit requirement that all Clauses stating "haul over a free-haul distance of 1,0 km" be changed to "**including unlimited free-haul distance.**" No extra payment will be made for any haul distances. The Contractor is advised to familiarise him / her with conditions and to make provision for unlimited haul distance for all spoil, fill or imported etc. material.

#### **PS 9: PAYMENT**

The Contractor shall make application for each payment on the date determined by the Employer of each month supporting his claim by a statement and calculations.

This statement shall consist of one original plus two copies. It shall be in the same form as the Schedule of Quantities with three additional columns to indicate the quantities of work completed the previous certificate, the work currently measured and the quantities of work



completed to date, with the applicable rates typed in. A master shall be submitted to the Employer's Agent for approval prior to submission of the first certificate. Provide that any sum due to the Employer may be deducted from any monies held by the Employer and due to the Contractor, payment of the Employer's Agents payment certificates shall be affected within 31 (thirty-one) days of the date of receipt by the Employer.

## **PS 10: HEALTH AND SAFETY**

### **PS 10.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2014 issued on 7 February 2014 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

### **PS 10.2 Health and Safety Specifications and Plans**

#### **(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in the tender documents in Section C3.5.

#### **(b) Tenderer's Health and Safety Plan**

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;



- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

### **PS 10.3 Cost of compliance with the OHSA Construction Regulations**

*The rates and prices tendered by the Contractor in the schedules shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.*

*Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.*

### **PS 11: REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC**

#### **PS 11.1 General**

The Contractor shall accommodate any pedestrian traffic on the walkways and road past the site, as well as vehicular traffic in the roads.

The existing streets which are currently in use and those that will be affected by the work (construction), shall be constructed in such a manner that all traffic can be safely accommodated along the routes at all times and the Contractor shall keep the Traffic Department of the authorities fully informed with regard to any temporary changes required in a normal traffic flow, and shall obtain their approval for these changes. **The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all the possible cost which may arise from this.**

The Contractor shall nominate a member of his staff as Traffic Safety Officer with specific responsibilities as specified in Clause B1502 of the Project Specifications.



The accommodation of traffic during construction shall be the responsibility of the Contractor. The travelling public has the right of way on public roads and the Contractor must implement suitable approved methods to control the movement of his equipment and vehicles so that they do not endanger the travelling public. All possible precautions must therefore be taken by the Contractor to ensure that all warning signs, channelling devices, barricades and flagmen are in a good condition and implemented effectively. It is a condition of this contract that traffic is accommodated in conjunction with the provisions of the South African Road Traffic Signs Manual, Volume 2, Chapter 13 which is available from the Director General of Transport, Chief Directorate: National Roads, PO Box 415, Pretoria, 0001.

It is a **definite requirement** that speed restriction signs, R14A; 40km/h must be used at all deviations.

***The Contractor may not start with construction activities before adequate provision, in accordance with this document and the South African Road Traffic Signs Manual, Volume 2, Chapter 13 has been made for the accommodation of traffic.***

The Employer's Agent has the right to stop the works should the Contractor fail to erect and maintain traffic signs and warning signs, until the Employer's Agent is satisfied that the necessary items have been erected and that the defective items have been repaired or replaced.

The Contractor's tendered rates for the relevant items in the Schedule of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

## **PS12 PRIME COST ITEMS (Clause 8.6)**

### **PS12.1 Acceptance Control Testing of Earthworks**

A Prime Cost Item has been included in Schedule 2 for acceptance control testing of earthworks ordered by the Employer's Agent to be undertaken by a commercial laboratory. Payment will be based on the actual invoicing by the laboratory to the Contractor. In addition to the above-mentioned amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

### **PS12.2 Labour Desk Officers**

A prime cost item has been included in Schedule 2 for the compensation of the Labour Desk Officer. Payments will be done to the Labour Desk Officer on instruction of the



Employer's Agent, in writing. In addition to the abovementioned amount, provision is made in Schedule 2 for a mark-up on the payments made to Labour Desk Officers. This mark-up shall be regarded as a full compensation for overheads, charges and profits as provided for Clause 6.6 of the Conditions of Contract.

#### **PS12.3 Artisan and Skills Training**

A Prime Cost Item has been included in Schedule 2 for payments to be made to specialists for the training of unskilled or semi-skilled persons in industry accredited management and generic skills. Payment to the Contractor will be based on invoices certified by the Employer's Agent and issued by training specialists to the Contractor for work undertaken in terms of this item.

In addition to the above amounts, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor in this regard. The mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

#### **PS12.4 Telephone Calls and Rental**

A Prime Cost Item has been included in Schedule 2 for telephone calls and facsimile transmissions as well as rental and maintenance associated with the telephone(s) to be supplied to the Employer's Agent's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based on call and rental costs, but excluding any deposits and installation costs which shall be priced under the preliminary and general items. In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

#### **PS12.5 Specialist Contractors**

A prime cost has been included in Schedule 2 for payments made to Specialist Contractors, which will be executed specialist work. In addition to the above-mentioned amount provision is made in Schedule 2 for a mark-up on the Specialist Contractors paid. This mark-up shall be regarded as full compensation for overheads, charges, administration and profits as provided for in Clause 6.6 of the Conditions of Contract.

#### **PS12.6 Accommodation for Employer's Agent's Representative**

A Prime Cost Item has been included in Schedule 2 for accommodation to be supplied to the Employer's Agent's Representative(s) for the duration of the Contract as specified in section PSAB below. Payment will be based rental costs and include any deposits and /or



booking costs. In addition to the above amount, provision is made in Schedule 2 for a mark-up on any payments made by the Contractor. This mark-up shall be regarded as full compensation for overheads, charges and profits as provided for in Clause 6.6 of the Conditions of Contract.

#### **PS 13: USE OF DEFECTIVE WORKS**

Should any of the works be found to be not in accordance with the contract, the Employer shall have the right to use such defective works until the Contractor shall have rectified the defect or replaced the defective works with works complying with the Contract, without prejudice to any of the Employer's right under the Contract and without incurring any obligation in respect of the use of the defective works.

#### **PS 14 USE OF LOCAL SUB-CONTRACTORS AND LOCAL LABOUR**

The contract will be undertaken in accordance with the requirements of the Municipal Infrastructure Grant (MIG). The conditions being that as much local labour are used where possible. Special Conditions of Contract which indicate the minimum requirements in terms of employment targets and reporting must be fully complied with. The rates tendered by the contractor will be assumed to have specifically included for these terms.

The contractor will during the period allowed for site establishment directly after the introductory meeting with the community, set up a meeting with the Labour Desk, which meeting must be scheduled prior to the date of physical commencement of the works. The purpose of this meeting will be to maximize the use of local sub-contractors and/or local labour for any task on the project for which local expertise might be available.

To achieve this the contractor shall at the introductory meeting, having completed his preliminary planning for the project, submit to the Chairman of the Labour Desk a list detailing the requirement for possible sub-contractors and/or local labour that could be utilized on the project.

At the first meeting following the introductory meeting referred to in the above paragraph, the Labour Desk will submit the names and details of sub-contractors from the local community complying with the contractor's requirements.

The contractor will during the period of site establishment and before the commencement of any physical work allow for three consecutive meetings with the Labour Desk and local sub-contractors and local labour in order to interview candidates and to negotiate suitable rates. Each meeting must be recorded and an attendance register kept. The contractor must through this exercise prove that he has exhausted all means to maximize the use of local sub-contractors and local labour.

No additional payment will be made for this exercise and deemed included in his rates. The contractor must further allow in his construction programme a specific item for this exercise since no construction work will commence prior to completing these. This task may however



run concurrent with the time allowed for general site establishment. In programming this task, the contractor must take cognizance of local customs and the speed at which communication in these rural communities takes place. A minimum period of two weeks is recommended for this task, but the contractor must make his own estimate in this regard.

No payment under the above item will be certified by the Employer's Agent unless the minutes of each meeting mentioned above, together with attendance registers, are submitted to the Employer's Agent.

The Employer's Agent or facilitator or duly authorized representative from either the Employer's Agent or the facilitator might attend these meetings as an observer, but will not be involved in any recruitment, wage negotiations or sub-contract price negotiations whatsoever.

#### **PS15 MANAGEMENT OF APPROVED EMERGING LOCAL SUB-CONTRACTORS**

A prime cost has been included in Schedule 1 for management of approved emerging local sub-contractors, which will be executed during works. In addition to the above-mentioned amount provision is made in Schedule 1 for a mark-up on amounts paid to the approved emerging local sub-contractors. This mark-up shall be regarded as full compensation for overheads, charges, administration and profits as provided for in Clause 6.6 of the Conditions of Contract.



### **C3.4.3 PARTICULAR SPECIFICATIONS**

#### **PWB SETTING OUT**

##### **PWB1 GENERAL**

This Particular Specification describes the requirements for setting out of the Works. No separate payment will be made for work described in this section.

##### **PWB2 FIELD WORK**

- (a) All survey shall be based on the appropriate Lo system of the national triangulation.
- (b) All points to be set out by the Contractor shall be located in the X, Y and Z directions according to land-survey methods generally accepted in the Republic of South Africa so as to ensure that the required degree of accuracy is achieved.
- (c) The Contractor shall identify and list the beacons that he used as traverse terminals, or for the fixing of points by trigonometrical survey methods.

##### **PWB3 SURVEY RECORDS AND CALCULATIONS**

- (a) All records shall be neat, orderly, fully annotated and cross-referenced, adequately checked and shall include the following:
  - general report,
  - all field placings and checks,
  - final co-ordinate list and differences between polars,
  - levels and check levels, and
  - a summarised list of final X, Y and Z values on all pegs.
- (b) Plans, field books and all calculations shall bear the field surveyor's and the Contractor's signatures, be fully dated and numbered sequentially.
- (c) Only originals shall be submitted.
- (d) The calculations are required to follow basically the principles in common use in the Republic of South Africa, as described in the Annexures to the Survey Regulations framed under the Land-Survey Act of 1927 (as amended).

##### **PWB4 SURVEY BEACONS**



Beacons that have been or will be erected by the Engineer are shown on the Drawings, generally at inflexion point and 400m maximum spacing. Additional survey beacons shall be provided by the Contractor at intermediate points in order to provide line of sight at all points and for the proper construction of the Works.

#### **PWB5 REFERENCE PEGS**

- (a) Reference pegs have been placed approximately every 400m and at all inflexion points. Two references have been placed per point to be referenced.
- (b) The Contractor shall protect these references, and place further references as may be necessary to secure the position of the pipeline at all times. All reference peg positions shall be determined by means of a double polar or by traverse.
- (c) Reference pegs placed by the Contractor shall at least consist of a steel peg (Y10 or Y12) cast into a concrete block of 300mm diameter and 200mm depth. The Contractor shall note that the value of the survey depends largely on the permanence of its reference points. The Contractor shall apply suitable additional measures in unstable soils to assure the permanence of points.
- (d) Reference pegs shall be numbered consecutively with a 10mm stamp on an aluminium tag cast into the concrete, in accordance with the node numbering sequence indicated on the Drawings.
- (e) The allowable error is 0,02m in the XY plane.

**END OF SECTION**



## *Maquassi Hills Local Municipality*

### **CONTRACT NO. MHLM/SCM/MIG/ 02/2022/23**

#### **CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG EXT 4 (CHRIS HANI)**

### **C3.5 MANAGEMENT**

#### **C3.5.1 Management of the Works**

##### **C3.5.1.1 Drawings, Operation and Maintenance Manuals**

Refer to Section C3.4.2 (PS6.)

##### **C3.5.1.2 Site Administration**

Acceptance control, record keeping and payment certificates shall be done in accordance with the Employer's Agent's standard system except if the Employer's Agent approves that the Contractor's standard system may be used.

##### **C3.5.1.3 Daily Site Diary**

The daily site diary shall be kept up to date by the Contractor's Site Agent and will be signed on a daily basis by the Employer's Agent's Representative.

##### **C3.5.1.4 Information in Respect of Plant**

Information relating to plant on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of construction plant kept on the Site, full particulars given for each day of the month. Distinction shall be made between plant in working order and plant out-of-order. Such inventory shall be submitted by the first day of the month following the month to be reported.

##### **C3.5.1.5 Information in Respect of Employees**

Information relating to labour and management on Site shall be recorded in the daily site diary. In addition, the Contractor shall deliver to the Employer's Agent, on a monthly basis, a detailed summary of supervisory staff, labour employed (own and local labour) by category, and sub-contractors (both local and imported) for each day of the month. Such return shall be submitted by the first day of the month following the month to be reported.



#### **C3.5.1.6 Rainfall Records**

Rainfall records for the period of construction shall be taken on Site and recorded in the daily site diary. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Employer's Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer's Agent's Representative. Access to the measuring gauge(s) shall at all times be under the Employer's Agent's control.

#### **C3.5.1.7 Site Instructions**

Site instructions by the Employer's Agent, addressed to the Contractor at his office on the Site, will be numbered consecutively and will be deemed to have been received by the Contractor's Representative unless a break in the sequence of numbers is brought to the notice of the Employer's Agent in writing immediately.

#### **C3.5.1.8 Site Meetings**

The Contractor and his authorised representative shall attend all meetings held on the Site with the Employer and the professional team at dates and times to be determined by the Employer's Agent. Such meetings will be held to evaluate the progress of the Contract, and to discuss matters pertaining to the Contract which any of the parties represented may wish to raise. It is not the intention to discuss day-to-day technical matters at such meetings.

#### **C3.5.1.9 Payment Certificates**

Monthly Progress Payment Certificates shall be submitted to the Employer's Agent's Representative on Site not later than the 15<sup>th</sup> of each month (or on the last working day prior to this date) in order to allow for checking and reconciliation of all quantities, rates, extensions and additions in the certificate. Each progress payment certificate shall include work executed or reasonably expected to be executed up to the 30<sup>th</sup> day of the specific month.

Upon agreement by the Employer's Agent's Representative the certificate shall be submitted by the Contractor in a neat typed form in accordance with the prescribed format, and with the correct spelling, to the Employer's Agent by not later than the 20<sup>th</sup> of each month (or on the first working day thereafter), together with four additional copies, for certification.

Where dayworks have been instructed by the Employer's Agent, the Contractor shall submit the returns to the Employer's Agent for signature and approval within twenty-four (24) hours of the end of the working day on which the work was executed. Daywork returns shall be submitted on forms following a standard format for this purpose. Failure to comply with the terms of this clause will result in non-payment for such dayworks.

The tax invoice will be submitted with each certificate dated appropriately for the period certified. All costs for the preparation and submission of progress certificates shall be borne by the Contractor.



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#### **C3.5.1.10 Features requiring Special Attention**

Refer to Section C3.4.2 (PS3)

**END OF SECTION**



*Maquassi Hills Local Municipality*

**CONTRACT MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN TSWELELANG  
EXT 4 (CHRIS HANI)**

**OPERATIONAL HEALTH & SAFETY**

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**END OF SECTION**



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## OCCUPATIONAL HEALTH AND SAFETY

### 1 INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 7 February 2014 and incorporated into the said Act by Government Notice R. 10113, published in Government Gazette 37305 apply to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulations" and the said Act as "the Act".

Construction work is defined as:

"Any work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work".

### 2 GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
- a) fail to implement or maintain his health and safety plan;



- e) execute construction work which is not in accordance with his health and safety plan; or act in any way which may pose a threat to the health and safety of persons, the Employer will stop the Contractor **AT HIS/HER OWN COSTS** from executing construction work.

- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a tender. Tenders without this will be regarded as non-responsive.
- 2.4 The Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations.
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

### **3 INDEMNITY OF EMPLOYER AND HIS AGENTS**

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Contractor prior to commencement with work.  
A copy of the signed agreement shall be included in the Contractor's health and safety plan.
- b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.
- c) A Section 37(2) agreement shall be entered into and duly signed by both the Principal Contractor and Sub Contractor prior to commencement with work by Sub Contractor.  
A copy of the signed agreement shall be included in the Principal's Contractor's health and safety plan.
- d) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Sub Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.



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## **4 SCOPE**

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations February 2014.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer's Health and Safety Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations.

A Health and Safety Plan must also be submitted by the Sub Contractor to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations

The H&S plan shall be submitted before commencement of any work on site

The H&S plan shall contain the following items where applicable:

1. Description of contract
2. Construction site address / Building site address
3. Construction period
4. Name and details of employer –telephone, fax, address
5. Name and details of consultants –telephone, fax, address
6. Name and details of principal contractor–telephone, fax, address
7. Name and details of sub-contractors–telephone, fax, address
8. Company's policy towards health & safety
9. Company's policy towards drug and alcohol abuse
10. Company's policy towards disciplinary procedures
11. Company's policy towards environment.
12. Workmen compensation – number and expire date



13. Management and Supervision rules
14. Structure, Supervision of construction work and responsibilities
15. Health and Safety Officers/Representatives
16. Health and Safety Committees\
17. First Aid
18. Medical tests
19. Incident/ Accident reporting procedures
20. Emergency/evacuation procedures
21. Subcontractor agreements and requirements and super positioning
22. Material Safety Data Sheets
23. Transport of workers
24. Proposed PPE
25. Scope of works – describe type
26. Sequence and phases of the work to be performed describe stages involved in project
27. List of all equipment to be used on the specific site – tools, construction vehicles, mobile plant.
28. Company's approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuse removal)
29. Company's approach towards other facilities as required by law (the transport act, the smoking act, PPE)
30. Local labour agreements, requirements, policies
31. Fire extinguishers and fire equipment
32. Oxygen, acetylene and LP gas cylinders
33. Welding, cutting , grinding and heating
34. Signs and symbols to be displayed
35. Lock – out procedures
36. Public safety, hoarding and fencing
37. Risk assessment methods
38. Company's monitoring plan
39. Company's review plan.
40. Identification of risks and hazards
41. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors)
42. Registers to be completed by appointed employees (Checklists)
43. List of training material to be used for educational purposes of construction workers (Induction, Fire fighting, First Aid, etc.)
44. List of safe work procedures to be explained to workers.
45. Company's Policy on
  - House Keeping
  - Stacking and storage on sites
  - Construction welfare facilities
  - Explosive power tools



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Ladders  
Welding flame cutting and soldering  
Electrical installations and machinery  
Boatswain chairs  
Suspended platforms  
Material hoists/ Builders hoist  
Batch plants  
Water Environments

46. List of plans to be used:

Fall protection plan  
Tunnelling plan  
Pile driving plan  
Steel assembling and placing plan  
Emergency/evacuation plan  
Demolition plan  
Scaffold erection procedures plan  
Erection of structural steel plan  
Electrical installations plan.  
Excavation plan  
Form work and support work plan  
Material Hoist rules  
Lifting machines and tackle rules  
Rules on Construction vehicle and mobile plant procedures  
Rules on mobile and tower cranes  
Fire precautions on the construction site  
Rules on Hazardous chemicals on the site, storage and use  
Rules on storage and use of Flammable liquids and substances on site  
Rules on compressed gas cylinders  
Rules on handtools  
Rules on portable electrical equipment

**List of Risk Assessments**

- ☐ Clearing and Grubbing of the area/site
- ☐ Site establishment including:
  - Office/s
  - Secure/safe storage for materials, plant and equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop



- 
- Vehicle access to the site
    - Dealing with existing structures
    - Location of existing services
    - Installation and maintenance of temporary construction electrical supply, lighting and equipment
    - Adjacent land uses/surrounding property exposures
    - Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
    - Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
    - Exposure to noise
    - Exposure to vibration
  - Protection against dehydration and heat exhaustion
  - Protection from wet and cold conditions
  - Dealing with HIV/Aids and other diseases
  - Use of portable electrical equipment including
    - Angle grinder
    - Electrical drilling machine
    - Skill saw
  - Excavations including
    - Ground/soil conditions
    - Trenching
    - Shoring
    - Drainage of trench
  - Welding including
    - Arc welding
    - Gas welding
    - Flame cutting
    - Use of LP gas torches and appliances
  - Loading and offloading of trucks
  - Aggregate/sand and other materials delivery
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- Manual and mechanical handling
  - Lifting and lowering operations
  - Driving and operation of construction vehicles and mobile plant including
    - Trenching machine
    - Excavator
    - Bomag roller
    - Plate compactor
    - Front end loader
    - Mobile cranes and the ancillary lifting tackle
    - Parking of vehicles and mobile plant
    - Towing of vehicles and mobile plant
  - Use and storage of flammable liquids and other hazardous substances
  - Layering and bedding
  - Installation of pipes in trenches
  - Pressure testing of pipelines
  - Backfilling of trenches
  - Protection against flooding
  - Gabion work
  - Use of explosives
  - Protection from overhead power lines
  - As discovered by the principal contractor's hazard identification exercise
  - As discovered from any inspections and audits conducted by the employer or by the principal contractor or any other contractor on site
  - As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Employer to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.



The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors). The Contractor shall, throughout execution of the Contract, ensure that all sub-contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of a H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Employer, Employer Agent or Principal Contractor.

- 4.3 Provision for costs in respect to Health and Safety in the tender shall be tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities to make provision for an approved H&S Service Provider to assist the contractor in performing the H&S activities required by law.

- 4.4 The following paragraphs summarize the Health and Safety Activities to be performed by Contractors.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

- 4.4.1 **The following activities shall be strictly performed by the Principal Contractor and Sub Contractors on acceptance of the tender and before commencement of any work on the construction site.**

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the employer or the Health and Safety agent.

A prior Risk Assessment shall be done on site before the commencement of any work by a competent Risk Assessor.

The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed, Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site



- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Protective equipment to be issued,
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Employer, Agent or any Inspector.

All appointed workers shall have a proof of competency attached to the letter of appointment. The Construction Supervisor 6(1) shall have a detailed CV attached to his/her appointment letter.

Medical Fitness Certificates shall be obtained for the workers/operators as determined by the Risk Assessment.

- 4.4.2 **During the construction period** the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees will carry proof of this induction on their persons while employed on site in the form of identification cards. The type of additional training required on this project will be describe elsewhere.

Notification of Construction work shall be done to the Department of Labour within 7 days from commencement of the construction work.

Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.



Additional appointments shall follow as required by the Risk Assessment.

4.4.3 Should the Contractor at any stage in execution of the Works

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons,  
**the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.

4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals once every month.

4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Employer.

## 5 HEALTH AND SAFETY FILE

The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – February 2014
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by employer and Principal contractor in presence of witnesses
- A5 Health and Safety Specifications provided by the employer**
- A6 Copy of all Drawings – Schematics, Detail Drawings, As-Build **Drawings etc.**
- A7 Health and safety plan describing all activities as mentioned elsewhere.**



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**A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.**

A9 Organogramme indicating site specific organizational structure with reference to requirements of the construction regulations.

A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

**Basic Appointments**

- Appointment of Principal Contractor by Employer
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable)
- Appointment of Construction Work Supervisor (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (full time employee on site if required)

**Appointments of Specialists (Refer to a Specialist Company)**

- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator
- Appointment of a Health and Safety Induction Trainer

**Appointments of full time employees on site**

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators



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- Appointment of Concrete Mixer Operator (If required)
  - Appointment of Hand Tool Inspector
  - Appointment of a Portable Electrical Equipment Inspector.
  - Appointment of a Ladder Inspector (If ladders are used)
  - Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
  - Appointment of Fire Equipment Inspector
  - Appointment of Fire Team Members (employees trained in firefighting awareness)
  - Appointment of First Aid Equipment Inspector
  - Appointment of First Aid Team Members (employees trained in first aid awareness)

A11 List of Contractors (Sub-Contractors)

A12 Evacuation plan

A13 The contents of all Training Material used on sited – eg.  
Accredited and non-accredited training  
Toolbox talks  
And all training records signed by workers

A14 Risk Assessments - All Risk Assessments done before and during the Construction period

A15 Registers as required

A16 Safe Work Procedures and material safety data sheets

A17 Fall protection plan

A18 Incident recording forms

A19 Medical records

A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file



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## **6 NOTIFICATION OF CONSTRUCTION WORK – REG 3 OF THE CONSTRUCTION REGULATION – FEBRUARY 2014**

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexures to this Contract Document contain a "Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2014) of the Occupational Health and Safety Act no 85 of 1993" which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2014 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

## **7 CONTRACTOR'S SHE REPRESENTATIVE**

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Contractor and Sub Contractors.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

The Contractor shall inform the Agent in writing of the name and address of the Contractor's SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep's authority to act for the Contractor. The Contractor's SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor's employees, or other persons at the Works.



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## **8 SUPERVISION OF CONSTRUCTION WORK – REGULATION 6**

The appointed Project Manager (Reg.16(2)) of the Principal Contractor shall appoint a full-time employee (Reg 6(1)) in writing as the construction supervisor. An assistant Construction Supervisor (Reg 6(2)) may also be appointed where required.

The same procedure applies to the Sub Contractors.

## **9 RISK ASSESSMENT – REGULATION 7**

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started.

The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of risks and hazards.
- Possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

No employee shall enter the premises without induction training.

All employees on site shall be in the possession of a certificate of Health and Safety induction training.

The contents of the induction training shall be in writing and kept in the safety file.

## **10 LOCAL SERVICES**

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

*Telkom, Gas, Water, Electricity Supplies and other similar services.*



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## **11 SAFE WORKING LOADS**

The Contractor shall ensure that -

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

## **12 Machine Guarding**

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

## **13 CONSTRUCTION VEHICLES AND MOBILE PLANT – REGULATION 21**

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver's licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor's name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and Psychological fitness shall be proved by way of a medical certificate of fitness of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.



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Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

A register of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles – 9kg dry powder Fire Extinguisher
- b) Safety belts and harnesses
- c) Inspection for leaking fuel or gasses which can cause a fire hazard
- d) Safe and suitable means of access
- e) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights
- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position
- vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
- viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:



1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. These protections must consist of adequate edge protection eg. guard rails and/or crash barriers
2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant
8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

## **14 SIGNS AND NOTICES**

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.



There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY
3. White on blue background => MANDATORY
4. White on green background => INFORMATION
5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Traffic control signs-	ROAD CLOSE DETOUR DIRECTION ARROWS
Warning signs-	DANGER - MEN AT WORK
Prohibitory signs-	NO ENTRY
Fire –	POSITION OF EQUIPMENT ARROWS
First Aid –	INFORMATION SIGNS

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving.

Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day.

Prohibited area – TR208

Men at work – TW 336

## 15 EXCAVATION WORK – REGULATION 11

Excavation:

*Definition:* A space made by digging.

1. An excavation could be a hole or trench of any size and shape.
2. A Risk Assessment must be done prior to making an excavation.
3. The following must be taken in consideration when doing the Risk Assessment:
  - ⇒ Depth of the excavation
  - ⇒ Length of the excavation
  - ⇒ Existing services
  - ⇒ Barricading and demarcation

Depth of the excavation



1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work.

Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring.

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file.

Local services include :

*Telkom, Gas, Water, Electricity Supplies and other similar services.*

Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain



An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.

Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation.

Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.

Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.

Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.

Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

## **16 BARRICADING AND DEMARCATION**

The construction site shall be barricaded completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

It is advised to use 1.2m high Dayglo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

## **17 LADDERS**

You are only to use ladders that are undamaged and are of sound construction.

Ladders must be placed on a register and inspected on a monthly basis by an appointed person. Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (wooden blocks or bricks are not to be used).



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Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used.

Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

## **18 CONCRETE MIXERS – REGULATION 18**

The Contractor shall ensure that all concrete mixers are operated and supervised by a competent person who has been appointed in writing.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person



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A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of health and safety

No person supervising or operating a concrete mixer shall authorize any other person to operate the plant, unless such a person is competent to operate such machinery.

## **19 SCAFFOLDING – REGULATION 14**

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding erector shall have the required accredited qualifications for scaffold erecting.

A competent scaffold inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

## **20 HOUSE KEEPING AND CONSTRUCTION SITES – REGULATION 25**

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor's designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.



Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

## **21 STACKING AND STORAGE ON CONSTRUCTION SITES – REGULATION 26**

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas.

All storage areas shall be kept neat and under control.

Registers and checklist on housekeeping shall be kept on site

## **22 FALL PROTECTION – REGULATION 8**

A contractor shall cause-

- a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;



- b) the processes for evaluation of the employees' physical and Psychological fitness necessary to work at elevated heights.

- **Safety Harness:**

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage, is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required.

It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- **Identify Risks:**

Lanyards must be used to attach tools and equipment used in elevated positions.

Scaffolding where possible must be provided.

On windy/rain days, special precautions are to be taken especially when working with loose roof sheets.

Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

## **23 STRUCTURES – REGULATION 9**

1. A contractor shall ensure that-



- 
- (i) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
  - and
  - (ii) no structure or part of a structure is loaded in a manner which would render it unsafe.
2. The designer of a structure shall-
- a) before the contractor is put out to tender, make available to the employer all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
    - (i) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
    - (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
      - (iii) a geo-science technical report where appropriate;
      - (iv) the loading of the structure is designed to withstand; and
      - (v) the methods and sequence of construction process;
  - b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
  - c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
    - (i) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
    - (ii) stop any contractor from executing any construction work which is not in accordance with the relevant design;
  - d) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and



- e) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- f) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, employer, health and safety agent or employee.
- g) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
- h) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

## **24 FORMWORK & SUPPORT WORK – REGULATION 10**

A competent person shall be appointed in writing to supervise all formwork and support work.

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, employer, safety agent or employee.

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.



- Record must be kept of these inspections.
- Weakened formwork or support work must be immediately reinforced.
- Deck panels must be secured against displacement.
- Persons must be prevented from slipping on support work.
- Persons must not be affected by the use of solvents or any other similar substances.
- Safe access must be provided for all support work.
- Employees involved must be adequately trained and instructed to perform the work in a safe manner.
- Foundations of formwork must be adequate to sustain the applied load.

## **25 FIRST AID**

### **25.1 Safety Notice Board**

The Contractor shall provide a Safety Notice Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

### **25.2 First Aid Equipment**

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

### **25.3 Hazard Notices**

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

### **25.4 Reporting of Incidents and/or Injuries**

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Rep by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

## **26 FIRE PRECAUTIONS ON CONSTRUCTION SITES – REGULATION 27**

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.



Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Suitable and sufficient firefighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all firefighting equipment.

A sufficient number of employees shall be trained in the use of firefighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of firefighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site.

## **27 CONSTRUCTION WELFARE FACILITIES – REGULATION 28**

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 10 workers, one shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

Mobile toilets with bucket system shall be installed at the site.

Cleaning of buckets shall be arranged with the City Council.

Where applicable chemical toilets shall be provided.

Eating facilities shall be made available in the form of a shaded net, table and chairs.



For sites in remote areas, transport shall be made available for workers to and from sites.

## **28 TOXIC MATERIALS**

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

## **29 HAZARDOUS CHEMICALS AND MATERIALS**

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

## **30 COMMISSIONING SAFETY PRECAUTIONS**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

## **31 ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES – REGULATION 22**

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the employer's authorized Electrician. The incoming electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such



cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

## **32 REGISTERS REQUIRED ON SITE**

**PPE** - Personal Protective Clothing and Equipment issued

### **MACHINERY**

- Daily Checklist - Compaction Machinery – Bowmag
- Daily Checklist - Compaction Machinery – Plate Compactor
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Checklist - Compaction Machinery – Tipper
- Daily Checklist - Compaction Machinery – Excavator
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Checklist - Compaction Machinery – Material Handler
- Daily Checklist - Compaction Machinery – Water Lorry
- Daily Checklist - Compaction Machinery – Bowmag
- Daily Checklist - Compaction Machinery – Mini Excavator
- Daily Checklist - Compaction Machinery – Bobcat
- Daily Checklist - Compaction Machinery – Concrete Mixer
- Operators on Construction Vehicles and Mobile Plant
- Training and Fitness Register

### **EQUIPMENT**

- Ladder Inspection Register
- Scaffold Inspection Register
- Safety Harness Inspection Register
- Gas Cutting and Welding Inspection Register



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## **TOOLS**

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

## **HOUSE KEEPING**

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

## **INCIDENTS**

- Incident Register (Injury/ occupational disease record book Recording and investigation of incidents)
- Motor Vehicle Accident Report

## **FIRE**

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

## **FIRST AID**

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

## **TRAINING**

- Induction Training Attendance Registers
- Risk Assessment Communication Registers

## **PERMITS**

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

## **INSPECTIONS**

- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

## **33 SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE**

- Stacking of material
- Working with angle grinders
- Excavating of trenches



- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Heat Stress
- Electrical Safety
- Maintenance of Ladders
- Silica
- Trenches and open excavations

#### **34 WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE**

- Induction Training (Workplace awareness – Site specific)
- Training of operators on Construction Vehicles and Mobile Plant
- First Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- HIV Training Unit 1 - The Nature of HIV/Aids
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental influences

#### **35 TRAINING COURSES TO BE PRESENTED**

##### **PHASE 1**

- Toolbox talks on the functions of the SHE Representative



- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV/Aids
- Toolbox talks on Environmental Awareness

## **PHASE 2**

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental Awareness

## **36 EQUIPMENT ON SITE**

First Aid Kit (basic)

Fire Extinguishers

## **37 PERSONAL PROTECTIVE CLOTHING**

The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

### **37.1 Hard Hats**

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

### **37.2 Eye Protection**



Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

### 37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

### 37.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

### 37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

### 37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

Proposed Personal Protective Equipment required on this project:

	TYPE	WHEN TO WEAR
1.	Hard Hats	Always
2.	400mm Shoulder Length PVC Gloves	Working with cement
3.	Plastic Trousers	Working with cement
4.	Safety Goggles	Grinding, Cutting Cement
5.	Gumboots	Working in water
6.	Welding helmet	Welding
7.	Gas welding safety goggles	Gas Welding
8.	Safety shoes	Offloading and positioning of materials
9.	Dust Masks	Grinding
10.	Ear Muff	Grinding
11.	Leather apron	Welding/ gas welding



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**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, 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 execution of the works, shall have certain obligations and that the following arrangements 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.
- 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.

SIGNED at ..... on this ..... day of

..... 20.....

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

\_\_\_\_\_

Print Name: \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



---

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

\_\_\_\_\_

Print Name:\_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_



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**MANDATORY NOTIFICATION OF CONSTRUCTION WORK**  
**IN TERMS OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2014)**  
**OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub-Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name: .....

Postal Address : .....

Compensation Fund Registration No. ....

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

D. Particulars of Contractor's sub-ordinate supervisors at the Works, appointed in terms of Clause 6 (2):



Name	ID No.	Postal Address	Tel No.	Cell phone no.

E. Physical address of the Works (Construction Site)

.....  
 .....

Co-ordinates (if available)    Latitude (S) .....

Longitude (E) .....

F. Nature of the construction work:

.....  
 .....

G. Expected commencement date:

H. Expected completion date:

I. Estimated maximum number of persons on the construction site.



J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....

Name(s) of Sub-Contractors.

.....

.....

.....

K. Particulars of Employer (client)

Name:

Postal Address: .....

.....

Name of Employer's designated Representative / Agent.

.....

Tel No. .... Cell phone No. ....

L. Particulars of Design Engineer

Name:

Postal Address: .....

Tel No. .... Cell phone No. ....

Signed at ..... on this ..... day of ..... 20.....



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**INFORMATION TO BE SUPPLIED BY THE TENDERER**

This following form shall be completed by the Tenderer.

A Particulars of WCF

Compensation Fund Registration No. ....

Expiring Date .....

B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name: .....

ID No. ....

Valid First Aid Certificate: Yes.....

No.....

E Particulars of Fire Fighter

Name: .....



ID No. ....

Valid Fire Training Certificate: Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

**END OF SECTION**



*Maquassi Hills Local Municipality*

**CONTRACT MHLM/SCM/MIG/ 02/2022/23**

**CONSTRUCTION OF FLOOD MITIGATING STRUCTURES IN  
TSWELELANG EXT 4 (CHRIS HANI)**

**SITE INFORMATION**

**INDEX**

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Section C4.1	List of Drawings.....	C4.1.1
Section C4.2	Special Requirements in terms of OHS Act and Construction Regulations.....	C4.2.1

**END OF SECTION**



#### **C4.1 LIST OF TENDER DRAWINGS**

The tender drawings are contained in Volume 2: Book of Drawings and contains standard detail drawings with the Drawing Register bound in the front of that volume.

The Contractor will be supplied with three unreduced paper prints of each of the drawings. Construction drawings will be issued per project or as per works instruction. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor necessary for the Resident Engineer to complete his as-built drawings shall be supplied to the Resident Engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings may not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions, which may have been omitted from the drawings.

The levels given on the structural drawings are subject to confirmation on the site, and the Contractor shall submit all levels to the Engineer for confirmation before he commences any structural construction work. The Contractor shall also check all clearances given on the drawings and shall inform the Engineer of any discrepancies.

**END OF SECTION**



## **C4.2 SPECIFIC REQUIREMENTS IN TERMS OF OHSA AND CONSTRUCTION REGULATIONS**

Inter alia the risk assessment to be done by the Contractor, specific requirements and areas that must be addressed is provided hereunder as the risk identification provided by the Employer and summarised hereunder:

Specific requirements and areas that must be addressed with the risk assessments and work procedures are summarised hereunder:

### Public safety

- Pedestrian and vehicle movement along the entire section of works
- Public awareness, especially of the works to be executed under single lane traffic accommodation, safety precautions and specifically advance warning areas. Advance warning areas to be assisted with advance variable message signs and warning signals as per specification.
- Plant in operation and/or under holding conditions immediately next to trafficked lanes (refer to specifications).
- Speeding during construction and control measures (assisted with speed message sign).
- Level differences during rehabilitation stages with adequate signs and safety precautionary measures. (Refer to restrictive conditions and same day work allowances)
- Communication on site.
- Constant traffic monitoring by site safety officers and daily inspection of signage required with auditable records.

### Stockpile areas

- Safety measures to ensure usability of hazardous conditions exist to road users and special measures to ensure night-time visibility.
- Environmental matters, control and spillages, e.g. pre-coating fluid, bituminous products, diesel, etc.

### Plant, equipment and personnel

- Night time visibility and low day time visibility.
- Serviceability of equipment in transport of leakages, i.e. oil, diesel, bitumen, spills.
- Flagmen, traffic control and labour force.

### Safety Risk

- Construction personnel and plant.

### Finishing

- Loose aggregate during excavation and seal operations

**END OF SECTION**