



MAQUASSI HILLS LOCAL MUNICIPALITY
INSTALLATION OF BULK WATER ZONAL METERS
CONTRACT NUMBER : MHLM/WSIG/06/2023/24

VOLUME 1: CONTRACT DOCUMENT

The Municipality wishes to inform all bidders that a new requirement is being introduced as part of the Local Economic Empowerment, a minimum of 20% Joint Venture will be required for the below project.

NAME OF BIDDER :

:

Closing Date: 19 June 2024

Prepared for:

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

Compiled by:

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1 Petrus Bosch Street
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Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

CONTENTS OF VOLUME 1

DESCRIPTION	COLOUR
PORTION 1 TENDER	
Part T1 Tendering procedures	
Section T1.1 Tender notice and invitation to tender	White
Section T1.2 Tender data	Pink
Section T1.3 Standard conditions of tender	Pink
Part T2 Returnable Documents	Yellow
Section T2.1 List of returnable documents	
Section T2.2 Returnable schedules	
PORTION 2 CONTRACT	
Part C1 Agreements and contract data	Yellow
Section C1.1 Forms of offer and acceptance	
Section C1.2 Contract data	
Part C2 Pricing Data	Yellow
Section C2.1 Pricing Instructions	
Section C2.2 Schedule of Quantities	
Part C3 Scope of work	Blue
Section C3.1 Description of the Works	
Section C3.2 Engineering	
Section C3.3 Procurement	
Section C3.4 Construction	
Section C3.5 Management	
Section C3.5.1 Site Administration	
Section C3.5.2 Health and Safety Specification	
Part C4 Site Information	Green



Section C4.1	List of Drawings
Section C4.2	Special Requirements in terms of OHSA and Construction Regulations

END OF SECTION



Maquassi Hills Local Municipality
TENDER : MHLM/WSIG/06/2023/24
INSTALLATION OF BULK WATER ZONAL METERS
TENDERING PROCEDURES

INDEX

Section	Description	Page No
PART T1.1	TENDER NOTICE AND INVITATION TO TENDER	T1.1
PART T1.2	TENDER DATA	T1.2
PART T1.3	STANDARD CONDITIONS OF TENDER.....	T1.3
	(Index contained in Part T1.3)	

END OF SECTION



Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

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	Contact Person for Technical Enquiries	Closing date	Site Briefing
MHLM/WSIG/06/20 23/24	INSTALLATION OF BULK WATER ZONAL METERS	5CEPE/ 6CE OR Higher	Fee R 2000	Mr N. Mwase mwasenel@gmail.com 018 065 0010 Ms Rosina Kgobe rosinahm@maquassihills.org 018 065 0010	19 JUNE 2024	N/A

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 **19TH of June 2024 at 12H00**. Enquiries can be sent to the consultant on e-mail as provided for on the bid document. Bid Documents are obtainable from the **07 May 2024** can be **downloaded free of charge** at www.etender.gov.za or [www.Maquassi Hills.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 8
- MBD 9

- (a) Prospective Service Provider must be registered on the Central Supplier Database (Attach proof).
- (b) Joint Venture and Sub - Contractors must also be registered on the Central Supplier database (where applicable)
- (c) Functionality of 70 points must be scored to qualify for further evaluation.
- (d) Returnable documents to be attached as outlined in the Tender document, Failure to attach will lead to the bid to be unsuccessful.
- (e) Tender document will be downloadable on the e-Tender website (<http://www.etenders.gov.za/content/advertised-tenders>)

Sealed tenders duly endorsed with the tender number and description must be deposited into the tender box in the Finance foyer of Maquassi Hills Local Municipality, Wolmaransstad, 19 Kruger Street. Maquassi Hills Local Municipality reserves the right not to accept the lowest or any tender.

The Municipality wishes to inform all bidders that a new requirement is being introduced as part of the Local Economic Empowerment, a minimum of 20% Joint Venture will be required for the below project.

MUNICIPAL MANAGER
PRIVATE BAG X3
WOLMARANSSTAD
2630

TEL 018 065 0010

N.J. MBONANI
MUNICIPAL MANAGER

Notice No:
07 May 2024

T1.1



Maquassi Hills Local Municipality

TENDER : MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the Construction Industry Development Board's Board Notice 423 of 2019 (contained in Government Gazette No. 42622 of 08 August 2019), 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.

Clause	Addition or Variation to Standard Conditions of Tender
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, or are capable of being registered prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 7CE class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <p>every member of the joint venture is registered with the CIDB;</p> <p>the lead partner has a contractor grading designation in the construction works “Civil Engineering” class of construction work; not lower than one level below the required grading designation in the class of works construction works under consideration and possess the required recognition status; and</p> <ol style="list-style-type: none"> 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 7CE class of construction work, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
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>No official tender briefing meeting will be held for this bid as follows:</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 scanned copy of their completed Bid document in electronic format, either on CD disk or flash drive/memory stick.</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/WSIG/06/2023/24: The Maquassi Hills Local Municipality – Installation of Bulk Water Zonal Meters.</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>
<p>2.14</p>	<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>
<p>2.15.1</p>	<p>The closing time and location for the submission of tender offers are:</p> <p>Time : 12:00, on Wednesday the 19th of June 2024</p>



Clause	Addition or Variation to Standard Conditions of Tender
	<p>Location : Tender Box of Maquassi Hills Local Municipality, Cashier's Office, 19 Kruger Street, Wolmaransstad, 2630</p>
2.16.1	<p>The tender offer validity period is 90 days.</p>
2.16.2	<p>Add the following to the clause:</p> <p>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.</p>
2.16.5	<p>Add the following new clause:</p> <p>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.</p>
2.18.1	<p>Add the following to the clause:</p> <p>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.</p> <p>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.</p>
2.22	<p>Return all retained tender documents prior to the closing time for the submission of Tender Offers.</p>



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"> a) Specific Goals will be considered for both Leading and JV partner 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. n) CIDB registration information (Contractor's CRS number) for CIDB grading in the grading designation stipulated in clause 2.1 above, o) Proof of CSD registration. (in case of Unincorporated JV, separate CSD's must be submitted)
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	<p>Tenders will be opened in public immediately after the closing time for tenders, at the same venue.</p>
3.5	<p>A two-envelope procedure will not <u>be</u> followed.</p>
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> <p>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.</p> <p>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.</p> <p>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.</p>
3.11.1	<p>Add the following new clause:</p> <p>Scoring preference</p> <p>Up to $(100-W_1)$ tender evaluation points (W_p) 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 W_1 is:</p> <p>90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess 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 less 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/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

STANDARD CONDITIONS OF TENDER

INDEX

Item	Description	Page No
1.	GENERAL.....	T1.3-3
1.1	Actions	T1.3-3
1.2	Tender Documents	T1.3-3
1.3	Interpretation	T1.3-4
1.4	Communication and employer's agent	T1.3-4
1.5	The employer's right to accept or reject any tender offer.	T1.3-4
1.6	Procurement procedures	T1.3-5
2.	TENDERER'S OBLIGATIONS.....	T1.3-6
2.1	Eligibility	T1.3-6
2.2	Cost of tendering	T1.3-6
2.3	Check documents	T1.3-6
2.4	Confidentiality and copyright of documents	T1.3-6
2.5	Reference documents	T1.3-6
2.6	Acknowledge addenda	T1.3-6
2.7	Clarification meeting	T1.3-7
2.8	Seek clarification	T1.3-7
2.9	Insurance	T1.3-7
2.10	Pricing the tender offer	T1.3-7
2.11	Alterations to documents	T1.3-7
2.12	Alternative tender offers	T1.3-7
2.13	Submitting a tender offer	T1.3-8
2.14	Information and data to be completed in all respects	T1.3-8
2.15	Closing time	T1.3-9
2.16	Tender offer validity	T1.3-9
2.17	Clarification of tender offer after submission	T1.3-9
2.18	Provide other material	T1.3-9
2.19	Inspections, tests and analysis	T1.3-10
2.20	Submit securities, bonds, policies, etc.	T1.3-10
2.21	Check final draft	T1.3-10
2.22	Return of other tender documents	T1.3-10



2.23	Certificates	T1.3-10
3.	THE EMPLOYER'S UNDERTAKINGS	T1.3-10
3.1	Respond to requests from the tenderer	T1.3-10
3.2	Issue Addenda	T1.3-10
3.3	Return late tender offers	T1.3-11
3.4	Opening of tender submissions	T1.3-11
3.5	Two-envelope system	T1.3-11
3.6	Non-disclosure	T1.3-11
3.7	Grounds for rejection and disqualification	T1.3-11
3.8	Test for responsiveness	T1.3-12
3.9	Arithmetical errors, omissions and discrepancies	T1.3-12
3.10	Clarification of a tender offer	T1.3-13
3.11	Evaluation of tender offers	T1.3-13
3.12	Insurance provided by the employer.....	T1.3-16
3.13	Acceptance of tender offer	T1.3-16
3.14	Prepare contract documents	T1.3-17
3.15	Complete adjudicator's contract	T1.3-17
3.16	Notice to unsuccessful tenderers	T1.3-17
3.17	Provide copies of the contracts	T1.3-17
3.18	Provide written reasons for actions taken	T1.3-18

These standard conditions of tender are identical to those published in Annex F of the Construction Industry Development Board's Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015.

END OF SECTION



Maquassi Hills Local Municipality
TENDER NO. MHLM/WSIG/06/2023/24
INSTALLATION OF BULK WATER ZONAL METERS
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



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



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

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.

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 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 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 ^a	Option 2 ^a
1	Highest price or discount	$A = 1 + \frac{(P - P_m) P}{P_m}$	$A = P/P_m$
2	Lowest price or percentage commission/fee	$A = 1 - \frac{(P - P_m)}{P_m}$	$A = P_m/P$
^a P _m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

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 is
M_s the maximum possible score for quality in respect of a submission; and
W₂ 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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

RETURNABLE DOCUMENTS

INDEX

Section	Description	Page No
SECTION T2.1	LIST OF RETURNABLE DOCUMENTS	T2.1.1
SECTION T2.2	RETURNABLE SCHEDULES	T2.2.1

END OF SECTION



Maquassi Hills Local Municipality

TENDER MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their tenders:
 - a) Specific Goals for both Lead and JV partner 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) Company Registration Document (CIPC) – certified
 - b) ID copies of the director(s) – certified
 - c) Copy of Letter of good standing (COIDA) – certified
 - d) Copy of SARS Tax Clearance Certificate (Valid, not Expired) – certified.
 - e) Municipal Account or Lease Agreement NOT Proof of Residence (Company and Director(s))

 - f) Copy of CIDB Registration Certificate – certified
 - g) Valid CSD Certificate
 - h) 3-year audited financial statements or Stamped Business Bank Statements for verification of turnover
 - i) JV Agreement in case of bidders tendering as a Joint Venture (both Lead and JV Partner must furnish the Municipality with the above-mentioned documents where applicable)



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/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

RETURNABLE SCHEDULES

INDEX

Section	Description	Page No
	RETURNABLE SCHEDULES	1
	FORM T2.2.1 - ALTERATIONS BY TENDERER	1
	FORM T2.2.2 - DECLARATION OF INTEREST	2
	FORM T2.2.3 - WORKS PREVIOUSLY EXECUTED	5
	FORM T2.2.4 - PRESENT COMMITMENTS	7
	FORM T2.2.5 - SUPERVISORY AND SAFETY PERSONNEL	8
	FORM T2.2.6 - LABOUR UTILISATION	9
	FORM T2.2.7 - LABOUR UTILISATION - MAN DAYS	11
	FORM T2.2.8 - CERTIFICATE OF INDEPENDENT BID DETERMINATION	12
	FORM T2.2.9 - COMPLIANCE WITH OHSA (ACT 85 OF 1993)	16
	FORM T2.2.10 - PLANT AND EQUIPMENT	17
	FORM T2.2.11 - SUB-CONTRACTORS	18
	FORM T2.2.13 - AUTHORITY OF SIGNATORY	19
	FORM T2.2.15 - TAX CLEARANCE CERTIFICATE	21
	FORM T2.2.16 - CONTRACTOR'S CRS NUMBER FOR CIDB GRADING	22
	FORM T2.2.17 - CONTRACTOR'S BANKING DETAILS	23
	FORM T2.2.18 - DECLARATION OF THE BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	24
	FORM T2.2.19 - CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER	26
	FORM T2.2.20 - AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL	27
	FORM T2.2.21 - RECORD OF ADDENDA TO TENDER DOCUMENTS	28
	FORM T2.2.22 - QUALITY CRITERIA AND POINTS CLAIMED	29
	MBD 1	31
	MBD 6.1	33
	MBD 6.2	38
	MBD 6.4	42



MBD1

PART A INVITATION TO BID

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

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX

SITUATED AT (STREET ADDRESS

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:			
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE			
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.			
2. TAX COMPLIANCE REQUIREMENTS			
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.			
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.			
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.			
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.			
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.			
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.			
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES	NO	<input type="checkbox"/> <input type="checkbox"/>
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:

FORM T2.2.2 - DECLARATION OF INTEREST

MBD 4

- 1. No bid will be accepted from persons in the service of the state ¹.
- 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? ¹ **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 UNDERSIGNEDCERTIFY 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.

--	--

SIGNED ON BEHALF OF TENDERER

DATE:

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POSITION

NAME OF BIDDER

¹ 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

--	--

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 1. Contracts	No. of Man Days	
	Imported	Local
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		

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SIGNED ON BEHALF OF TENDERER

DATE:



FORM T2.2.8 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a **per 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:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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



- 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.

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



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 **YES / NO** this policy communicated to all employees?

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

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

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

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, **YES / NO** provide a copy.

--	--

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:



MBD 3.1

PRICING SCHEDULE – FIRM PRICES

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:

- At:

- Brand and Model

- Country of Origin

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

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

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

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

*Delete if not applicable

PART B

1. BID SUBMISSION:

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>
YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>
YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>	<input type="checkbox"/>
YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>	<input type="checkbox"/>
YES	<input type="checkbox"/>	<input type="checkbox"/>
NO	<input type="checkbox"/>	<input type="checkbox"/>

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:

MBD 6.1

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

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

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

GENERAL CONDITIONS

The following preference point systems are applicable to invitations to tender:
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).

To be completed by the organ of state

(delete whichever is not applicable for this tender).

The applicable preference point system for this tender is the 90/10 preference point system.

The applicable preference point system for this tender is the 80/20 preference point system.

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

Price; and

Specific Goals.

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

DEFINITIONS

“**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

“**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

“**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$80/20 \quad \text{or} \quad 90/10$$

$$= \left(- \right) \quad = \left(- \quad \text{or} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

$$= \left(+ \right) \quad = \left(+ \quad \text{or} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Female		5		
Youth		5		
Disability		5		
locally		5		
Non-Compliant Contributor		0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

TYPE OF COMPANY/ FIRM

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

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

The information furnished is true and correct;

The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form; In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

disqualify the person from the tendering process;

recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

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;

recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

Points awarded for Specific Goals

1.1

Specific Goals	Number of points (80/20 system)
Female	5
Youth	5
Disability	5
Locally	5
Non-compliant contributor	0

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

The following documents shall be deemed to form and be read and construed as part of this agreement:

- Bidding documents,viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claim form for Preferential Procurement in terms of the Preferential; Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- General Conditions of Contract; and
- Other (specify)

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

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

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1	
2.	.....
DATE:	.....

MBD 7.1

**CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure (s).

An official order indicating delivery instructions is forthcoming.

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

1. ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	1. BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claim form for Preferential Procurement in terms of the Preferential;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	_____
2.	.....
DATE:	.....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES PART 2 (TO BE FILLED IN BY THE PURCHASER)

I..... in my capacity as.....
accept your bid under reference numberdated..... for the rendering of

1.
services indicated hereunder and/or further specified in the annexure(s).
An official order indicating service delivery instructions is forthcoming.

I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract,
within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE OFFICIAL STAMP

WITNESSES
1
2
DATE:



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

--

--	--

SIGNATURE OF TENDERER

DATE:

--	--

SIGNATURE OF TENDERER

DATE:



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:



MBD 8

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? (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).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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).	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? Attach proof not older than three months.	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 UNDERSIGNEDCERTIFY 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/WSIG/06/2023/24: MAQUASSI HILLS LOCAL MUNICIPALITY - INSTALLATION OF BULK WATER ZONAL METERS

NAME OF THE BIDDER:

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

Directors /Shareholder/Partner	Physical address of the Business	Municipal Account number(s)	Physical residential 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**

TO:	THE MUNICIPAL MANAGER, MAQUASSI HILLS LOCAL MUNICIPALITY
FROM:	

(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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER	DATE:
POSITION	NAME OF BIDDER



FORM T2.2.22 - QUALITY CRITERIA AND POINTS CLAIMED

1. Points for Quality Threshold

The bidder shall complete all the sections in this Form. Functionality shall be scored as indicated the sections below.

Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of the Bidder (Name of traceable reference with contact details to be included for verification). If the Letter of Appointment is from the main Contractor, then a copy of the Letter of Appointment stamped by the Client must be attached. – 35 points	At least Five(5) completed (Installation of valves ranging from 160 to 400mm diameter) in the past 5 years	35	Letter of Appointment and Completion Certificate
	Four (4) completed ((Installation of valves ranging from 160 to 400mm diameter) in the past 5 years.	20	Letter of Appointment and Completion Certificate
	Three (3) completed (Installation of valves ranging from 160 to 400mm diameter) in the past 5 years.	15	Letter of Appointment and Completion Certificate
	At least two (2) completed (Installation of valves ranging from 160 to 400mm diameter) in the past 5 years.	10	Letter of Appointment and Completion Certificate
	Less than 2 projects completed	0	Letter of Appointment and Completion Certificate
Qualifications and experience of a site agent (15)	NQF Level 7 or Higher in Civil Engineering and at least 5 years' experience in Installation of valves ranging from 160 to 400mm diameter	15	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil Engineering with S A C P C M P and at least 5 years' experience in Installation of valves ranging from 160 to 400mm diameter	10	CV with Certified Copy of Qualifications to be attached
	NQF Level 6 in Civil Engineering with less than five (5) years' experience in Installation of valves ranging from 160 to 400mm diameter	5	CV with Certified Copy of Qualifications to be attached



Key aspect of criterion	Basis for points allocation	Max. Points	Verification Method
Experience of foreman (10)	5 or more years' experience in installation of valves ranging from 160 to 400mm diameter	10	Curriculum Vitae to be attached
	3 to 4 years experience in installation of valves ranging from 160 to 400mm diameter	5	Curriculum Vitae to be attached
	Less than 3 years' experience in installation of valves ranging from 160 to 400mm diameter	3	Curriculum Vitae to be attached
	No submission	0	None
Locality of Bidder or Joint Venture (15)	Within Maquassi Hills Local Municipality	15	Municipal account of not more than three Months old
	Within District Municipality	12	Municipal account of not more than three Months old
	Within Province	8	Municipal account of not more than three Months old
	Outside Province	5	Municipal account of not more than three Months old
Plant and Equipment (relevant to the tendered project). Relevant ownership document copies are to be included in this tender for verification purposes (25)	Tenderer Own All Plant required for All roads construction projects: 1. TLB – 4 points 2. Excavator – 4 points 3. Crane Truck – 6 points 4. Water Tanker – 2 points 5. Pedesrtian Roller – 2 points 6. LDV – 1 point	19	Certified Copies of Plant Ownership documents to be attached
	For ownership, please score extra1 point per Plant type	6	Certified Copies of Plant Ownership documents to be attached
	For hired Plant score 1 points for submission of the letter.	1	Letter of intent to supply with Plant.

NB: The Threshold for qualifying into the next stage is minimum 70 points.

Maquassi Hills Local Municipality CONTRACT NO.
MHLM/WSIG/06/2023/24 INSTALLATION OF BULK WATER ZONAL
METERS

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: INSTALLATION OF BULK WATER ZONAL METERS.

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.



Signature(s) _____

Name(s) _____

Capacity _____

for the Employer _____
(Name and address of organisation)

Name & signature

of witness _____ Date _____



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/WSIG/06/2023/24
INSTALLATION OF BULK WATER ZONAL METERS

CONTRACT DATA

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, 3rd 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.

CONTRACT SPESIFIC DATA

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, 3rd 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 contactor receives a written instruction from the Employer to commence with the Works or portion there off.
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 mutatis mutandis 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 in writing. The time for completion of all works under this project shall be 8 months.
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"> - Maquassi Hills Local Municipality 18A Kruger Street WOLMARANSTAD 2630 Tel: (018) 596 1067 <p>The Employer's agent is (also known as the Engineer):</p> <ul style="list-style-type: none"> - Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: 057 352 7992
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>..... "shall be a registered professional in a built environment profession with a minimum of 10 years' experience that is appropriate to"</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> <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</p>



Clause	Contract Data
	<p>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, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p>



Clause	Contract Data
	<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>Contractor's liability as mandatory</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>Contractor to notify Employer</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>Contractor's Designer</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> <p>.... 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%.</p>



Clause	Contract Data
4.10.3	<p>Add the following new clause:</p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
5.3.1	<p>Add the following:</p> <p>The documentation required before commencement with Works Execution are:</p> <ul style="list-style-type: none"> Health and Safety Plan (Refer to Clause 4.3) Initial Programme (Refer to Clause 5.6) A detailed cashflow forecast (Refer to Clause 5.6.2.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)
5.3.2	<p>Add the following:</p> <p>The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days.</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.</p>
5.6.1	<p>Add the following to the clause:</p> <p>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.</p>
5.8.1	<p>The non-working days are Sundays.</p> <p>Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.</p>
5.12.5	<p>Add the following new clause:</p> <p>Extension of time due to Abnormal Rainfall</p> <p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p>



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

Where:

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

N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded

R_w = Actual total rainfall in mm recorded during the calendar month under consideration

N_n = 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_n = 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_n, then V shall be taken as being equal to minus N_n. 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_n and R_n shall apply:



Clause	Contract Data																																										
	<table border="1"> <thead> <tr> <th style="text-align: center;">Month</th> <th style="text-align: center;">R_n (mm)</th> <th style="text-align: center;">N_n (days)</th> </tr> </thead> <tbody> <tr><td>January</td><td style="text-align: center;">102</td><td style="text-align: center;">10.3</td></tr> <tr><td>February</td><td style="text-align: center;">79</td><td style="text-align: center;">8.5</td></tr> <tr><td>March</td><td style="text-align: center;">71</td><td style="text-align: center;">8.7</td></tr> <tr><td>April</td><td style="text-align: center;">53</td><td style="text-align: center;">5.9</td></tr> <tr><td>May</td><td style="text-align: center;">18</td><td style="text-align: center;">2.4</td></tr> <tr><td>June</td><td style="text-align: center;">7</td><td style="text-align: center;">1.3</td></tr> <tr><td>July</td><td style="text-align: center;">5</td><td style="text-align: center;">1.0</td></tr> <tr><td>August</td><td style="text-align: center;">9</td><td style="text-align: center;">1.1</td></tr> <tr><td>September</td><td style="text-align: center;">20</td><td style="text-align: center;">2.6</td></tr> <tr><td>October</td><td style="text-align: center;">57</td><td style="text-align: center;">6.2</td></tr> <tr><td>November</td><td style="text-align: center;">75</td><td style="text-align: center;">8.6</td></tr> <tr><td>December</td><td style="text-align: center;">75</td><td style="text-align: center;">9.2</td></tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">571</td> <td style="text-align: center;">66</td> </tr> </tbody> </table>	Month	R _n (mm)	N _n (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
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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> <p style="padding-left: 40px;">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</p> <p style="padding-left: 40px;">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</p> <p style="padding-left: 40px;">utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</p>																																										



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 will not apply to <u>this</u> 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.



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	The name of the Contractor is: <hr/> <hr/>						
1.2.1.2	The address of the Contractor is: <hr/> <hr/>						
6.2.1	The security to be provided by the Contractor shall be one of the following: <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="background-color: #cccccc;">Type of Security</th> <th style="background-color: #cccccc;">Contractor's choice. Indicate "Yes" or "No"</th> </tr> </thead> <tbody> <tr> <td>Cash deposit of 10% of the Contract Amount</td> <td style="text-align: center;"> </td> </tr> <tr> <td>Performance guarantee of 10% of the Contract Amount</td> <td style="text-align: center;"> </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	
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END OF SECTION



Maquassi Hills Local Municipality
CONTRACT NO. MHLM/WSIG/06/2023/24
INSTALLATION OF BULK WATER ZONAL METERS

(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/WSIG/06/2023/24: INSTALLATION OF BULK WATER ZONAL METERS.

"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.



“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;



-
- 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.
-



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/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

PRICING DATA

INDEX

Section	Description	Page No
PART C2.1	PRICING INSTRUCITONS	
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
PART C2.2	SCHEDULE OF QUANTITIES	C2.2.1

END OF SECTION



Maquassi Hills Local Municipality

CONTRACT NO. MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

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 ²	=	square metre	No.	=	number
m ² .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .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.



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- 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 of 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



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

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1	SABS 1200A	SCHEDULE 1 : GENERAL				
1.1	8.3	FIXED-CHARGE ITEMS				
1.1.1	8.3.1	Contractual Requirements				
		Contractual requirements including all sureties and insurance	Sum	1.0		
1.1.2	8.3.2PSA 16.1	Establishment of Facilities on the Site as Contractor's Camp for the Contract :				
	8.3.2.1	a) Facilities for Engineer (SABS 1200 AB)				
		i) Nameboard (Two required) (PSAB1)	No.	2.0		
		ii) Furnished Office (PSAB2)	Sum	1.0		
		iii) Carport (PSAB7)	Sum	1.0		
	8.3.2.2	b) Facilities for Contractor				
		i) Offices and storage sheds	Sum	1.0		
		ii) Workshops	Sum	1.0		
		iii) Living accommodation	Sum	1.0		
		iv) Ablution and latrine facilities	Sum	1.0		
		v) Tools and equipment	Sum	1.0		
		vi) Water, Electric power and Communications	Sum	1.0		
		vii) Dealing with water	Sum	1.0		
		viii) Access	Sum	1.0		
		ix) Plant	Sum	1.0		
1.1.3	8.3.3	Other fixed charge obligations				
		All other fixed charge and obligations	Sum	1.0		
1.1.4	8.3.4 PSA16.2	Removal of contractor's site establishment on completion of contract or interim de-establishment (only on written instruction)	Sum	1.0		
	8.3.4PSA 16.4	Additional establishment cost to the contractor when re-establishing (Only on written instruction)	Sum	1.0		
1.2	8.4 PSA 16.5	TIME-RELATED ITEMS				
1.2.1	8.4.1	Contractual Requirements	month	8.0		
1.2.2	8.4.2	Operate and maintain facilities on the Site:				
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
	8.4.2.1	a) Facilities for Engineer for the duration of Construction (SABS 1200AB)				
		i) Nameboards (PSAB1)	month		8.0	
		ii) Furnished Office (PSAB2)	month		8.0	
		iii) Carport (PSAB7)	month		8.0	
	8.4.2.2PS7	b) Facilities for Contractor for duration of construction, except where otherwise stated				
		i) Offices and storage sheds	month		8.0	
		ii) Workshops	month		8.0	
		iii) Living accommodation	month		8.0	
		iv) Ablution and latrine facilities	month		8.0	
		v) Tools and equipment	month		8.0	
		vi) Water supplies, electric power and communications	month		8.0	
		vii) Dealing with water	month		8.0	
		viii) Access	month		8.0	
		ix) Plant	month		8.0	
1.2.3	8.4.3	Supervision for duration of construction	month		8.0	
1.2.4	8.4.4	Company and head office overhead costs for the duration of the contract	month		8.0	
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		8.0	
Total Carried Forward To Summary						

SCHEDULE 2 : SUMS STATED PROVISIONALLY BY THE ENGINEER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2		SCHEDULE 2 : SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3		SUMS STATED PROVISIONALLY BY THE ENGINEER				
2.3.1	PS12.6	Dayworks and Materials for Dayworks	P.Sum			250 000
2.3.2		Overheads, charges and profit on Item 2.3.1	%	250 000.00		
2.4	PS12	PRIME COST ITEMS				
2.4.1	PS12.3	Artisan and Skills Training	P.Sum	1.00		100 000
2.4.2		Overheads, Charges and Profit on Item 2.4.1	%	100 000.00		
2.4.3	PS12.1	Acceptance Control Testing of Earthworks	P.Sum	1.00		15 000
2.4.4		Overheads, Charges and Profit on Item 2.4.3	%	15 000.00		
2.4.5	PS12.5	Specialist Contractors	P.Sum	1.00		250 000
2.4.6		Overheads, Charges and Profit on Item 2.4.5	%	250 000.00		
2.4.7	PS12.2	Payments made to Labour Desk Officers	P.Sum	1.00		80 000
2.4.8		Overheads, Charges and Profit on Item 2.4.7	%	80 000.00		
2.5	PS 15	NOMINATED SUB-CONTRACTOR	P.Sum	1.00		1 200 000
2.5.1		Overhead, markup, charges and profit on Item 2.5	%	1 200 000.00		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3		SCHEDULE 3: WATER MAINS				
3.1	SANS 1200 D 8.3.2	EXCAVATION				
3.1.1	8.3.1.2	Remove topsoil to nominal depth 150mm, stockpile, and maintain	m ²	570.0		
	8.3.2(a)	Excavate in all materials and place within freehaul distance for :				
3.1.2		Bulk Water Meter chamber / manhole	m ³	820.0		
3.2	1200 L 8.2.5	SUPPLY AND FIT, INCL. BED, TEST AND DISINFECT PIPES, VALVES, AND SPECIALS:				
	8.2.2	Supply and stall pipe and specials, incl cutting of pipes to length, test and disinfect as per:				
3.2.1		Drg No. 2023-06/W/D/001: Detail 1	No.	2.0		
3.2.2		Drg No. 2023-06/W/D/001: Detail 2	No.	3.0		
3.2.3		Drg No. 2023-06/W/D/002: Detail 3	No.	6.0		
3.2.4		Drg No. 2023-06/W/D/002: Detail 4	No.	9.0		
3.2.5		Drg No. 2023-06/W/D/003: Detail 5	No.	3.0		
3.2.6		Drg No. 2023-06/W/D/003: Detail 6	No.	3.0		
3.3	8.2.13	CHAMBERS AND MANHOLES:				
	8.2.14	Construct chamber as per:				
3.3.1		Drg No. 2023-06/W/D/001: Detail 1	No.	2.0		
3.3.2		Drg No. 2023-06/W/D/001: Detail 2	No.	3.0		
3.3.3		Drg No. 2023-06/W/D/002: Detail 3	No.	6.0		
3.3.4		Drg No. 2023-06/W/D/002: Detail 4	No.	9.0		
3.3.5		Drg No. 2023-06/W/D/003: Detail 5	No.	3.0		
3.3.6		Drg No. 2023-06/W/D/003: Detail 6	No.	3.0		
3.4		WATER METERS				
3.4.1		Complete supply & installation of Sensus Meistream watermeters (Reducers excluded)				
		a) 50 mm	No.	2.0		
		c) 80 mm	No.	3.0		
		d) 100 mm	No.	6.0		
		e) 150 mm	No.	9.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.4.2		f) 200 mm	No.	3.0		
		g) 250 mm	No.	3.0		
		Complete supply and installation of Pulse output bulk water meter and Water Management Device for the following sizes:				
		a) 50 mm	No.	2.0		
		c) 80 mm	No.	3.0		
		d) 100 mm	No.	6.0		
		e) 150 mm	No.	9.0		
3.4.3		f) 200 mm	No.	3.0		
		g) 250 mm	No.	3.0		
		Supply complete Notebook with relevant software compatible with Water Management Devices.	No.	1.0		
3.5		STRAINERS				
3.5.1		Complete supply & installation of Strainers				
		a) 50 mm	No.	2.0		
		c) 80 mm	No.	3.0		
		d) 100 mm	No.	6.0		
		e) 150 mm	No.	9.0		
		f) 200 mm	No.	3.0		
		g) 250 mm	No.	3.0		
3.6		VALVES				
3.6.1		Line valve assemblies.				
		Extra over item 3.4 for supplying, installing, bedding and testing line valve assemblies, complete with manhole as per Drawing No. NC452/15/2&35/13, NC452/15/2&35/14 complete cutting of pipes and couplings included				
		a) 50 mm	No.	4.0		
		c) 80 mm	No.	6.0		
		d) 100 mm	No.	15.0		
		e) 150 mm	No.	24.0		
		f) 200 mm	No.	9.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
3.7		g) 250 mm SERVICES	No.	9.0		
	SABS 1200DB	Unknown Services (Provisional)				
3.7.1	8.3.8.1	Excavate by hand in soft material to expose such as electrical cables and GPO cables	m ³	75		
3.7.2		Existing services that intersect or adjoin a pipe trench:				
		i) Services that intersect a trench	No.	36		
		ii) Services that adjoin a trench	m	150		
3.8		Accomodation of Traffic	Sum	1.0		
Total Carried Forward To Summary						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4.1	PHS	SCHEDULE 4 : HEALTH AND SAFETY				
4.1.1		NOTIFICATION OF CONTRUCTION WORK				
4.1.1		Allow for the cost of notification of construction work by the Principal Contractor.	Sum	1.0		
4.2		HEALTH AND SAFETY PLAN				
4.2.1		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for the Principal Contractor. (To be approved by Agent before commencement of work.)	No.	1.0		
4.2.2		Allow for the cost of setting up a Health and Safety Plan as required in the specifications for each sub-contractor appointed by the Principal Contractor.	No.	1.0		
4.2.3		Overheads, charges and profit on Item 4.2.2 (Note: Transfer 4.2.2 Amount to 4.2.3 Qty.)	%	0.00	10.00	
4.3		HEALTH AND SAFETY MAIN FILE				
4.3.1		<p>Allow for the cost to compile a health and safety file to include all the required supporting documentation as follows: (NOT TO BE REMOVED FROM SITE)</p> <p>(All files shall be lever arch files with original colour document of acceptable standards including dividers. Emergency numbers to be displayed on the back of the file. The file will be expanded during the project as and when required by the client.)</p> <p>Copy of H&S Act</p> <p>Proof of registration with COID Insurer</p> <p>Notification of construction work</p> <p>Mandatory agreement</p> <p>H&S Specification provided by client</p> <p>Copy of tender document, drawings etc</p> <p>Company Safety Policy to be signed by CEO</p> <p>Company organogramme with respect to H&S on specific sites.</p> <p>Letters of appointment for specific site</p> <p>List of sub-contractors</p> <p>Evacuation plan</p> <p>Risk assessments and method statements</p>				
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
		Safe work procedures and material safety data sheets				
		Fall protection plan				
		Incident recordings				
		Medical records				
		Minutes of H&S meetings	Sum	1.0		
4.3.2		Allow for the cost of compiling a Health and Safety file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor. (NOT TO BE REMOVED FROM SITE)	No.	1.0		
4.3.3		Overheads, charges and profit on Item 4.3.2 (Note: Transfer 4.3.2 Amount to 4.3.3 Qty.)	%	0.00	10.00	
4.4		HEALTH AND SAFETY REGISTER FILE				
4.4.1		Allow for the cost to compile a health and safety Register file to include all the required Registers.	Sum	1.0		
4.4.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	1.0		
4.4.3		Overheads, charges and profit on Item 4.4.2 (Note: Transfer 4.4.2 Amount to 4.4.3 Qty.)	%	0.00	10.00	
4.5		HEALTH AND SAFETY TRAINING FILE				
4.5.1		Allow for the cost to compile a health and safety Register file to include all the required Training material.	Sum	1.0		
4.5.2		Allow for the cost of compiling a Health and Safety Register file for each sub-contractor including all the applicable supporting documentation as for the Principal Contractor.	No.	1.0		
4.5.3		Overheads, charges and profit on Item 4.5.2 (Note: Transfer 4.5.2 Amount to 4.5.3 Qty.)	%	0.00	10.00	
4.6		SERVICE PROVIDER APPOINTMENTS				
4.6.1		Allow for the appointment of a H&S trainer to train the SHE representative.	Sum	1.0		
4.7		SHE REPRESENTATIVE				
4.7.1		Allow for the cost of a SHE representative to be permanently on site (for Principal Contractor).	month	8.0		
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
4.8		FIRST AID EQUIPMENT				
4.8.1		First aid box	No.	1.0		
4.8.2		First aid boxes for sub-contractor	No.	1.0		
4.8.3		Stretcher	No.	1.0		
4.9		FIRE FIGHTING EQUIPMENT				
		Allow for the cost of:				
4.9.1		Fire extinguishers	No.	2.0		
4.9.2		Fire extinguishers of sub-contractors	No.	1.0		
4.9.3		Fire extinguishers test certificates	No.	3.0		
4.10		PERSONNEL PROTECTIVE CLOTHING				
		Allow for the cost of:				
4.10.1		Hardhats	No.	6.0		
4.10.2		Safety shoes	No.	10.0		
4.10.3		Dust masks	No.	2 500.0		
4.10.4		Safety goggles	No.	15.0		
4.10.5		Gum boots	No.	15.0		
4.10.6		Welding helmet	No.	1.0		
4.10.7		Gas Welding goggles	No.	1.0		
4.10.8		Leather aprons	No.	1.0		
4.10.9		Overalls	No.	25.0		
4.11		BARACADING				
		Allow for the cost of baracading of excavations as instructed by Agent				
4.11.1		Danger tape	m	200.0		
4.11.2		1.2m Dayglo Mesh	m	100.0		
4.12		CHEMICAL TOILETS				
		Allow for chemical toilets on site as required by the specification				
4.12.1		For male workers	No.	1.0		
4.12.2		For female workers	No.	2.0		
4.13		EATING FACILITIES				
Total Carried Forward						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
Brought Forward						
4.13.1		Allow for eating facilities in the form of a shaded net, table and chairs.	No.	1.0		
4.14		SIGNS				
		Allow for sign boards to be displayed on site as required				
4.14.1		No entry signs	No.	4.0		
4.14.2		First aid signs	No.	2.0		
4.14.3		Fire equipment signs	No.	3.0		
4.14.4		Warning signs (Construction area boards)	No.	5.0		
4.14.5		Traffic control boards	No.	4.0		
4.15		MEDICAL TESTS				
		Allow for medical tests for workers as required				
4.15.1		Medical fitness tests for operators on construction vehicles	No.	6.0		
4.15.2		Fitness tests for workers	No.	25.0		
Total Carried Forward To Summary						



SUMMARY OF SCHEDULES

SECTION	DESCRIPTION	AMOUNT
1	SCHEDULE NO. 1 : GENERAL	.....
2	SCHEDULE NO. 2 : PROVISIONAL SUMS	.....
3	SCHEDULE NO. 3 : WATER MAINS	.....
4	SCHEDULE NO. 4 : HEALTH AND SAFETY	.....
	SUBTOTAL	.....
	Add 10% Contingencies	.....
	SUBTOTAL	.....
	Add 15% VAT	.....
	Total Carried Forward to OFFER	.....

END OF SECTION



Maquassi Hills Local Municipality

CONTRACT NO. MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

SCOPE OF WORKS

INDEX

Section	Description	Page No
Section C3.1	Description of the Works	C3.1.1
Section C3.1.1	Employer's Objectives	C3.1.1
Section C3.1.2	Overview of the Works	C3.1.1
Section C3.1.2	Extend of the Works	C3.1.2
Section C3.1.4	Location of the Works	C3.1.2
Section C3.2	Engineering	C3.2.1
Section C3.2.1	Employer's Design	C3.2.1
Section C3.2.2	Drawings	C3.2.1
Section C3.3	Procurement	C3.3
Section C3.3.1	Reconstruction and Development Programme	C3.3.1
Section C3.4	Construction	C3.4.1
Section C3.4.1	Standard Specifications	C3.4.1.1
Section C3.4.2	Variations and Additions to Standard and Particular Specifications	C3.4.2.1
Section C3.5	Management	C3.5.1
Section C3.5.1	Management of the Works.....	C3.5.1
Annexure B	Occupational Health and Safety Specification	C3.5.2 OHS.1

END OF SECTION



Maquassi Hills Local Municipality

CONTRACT: MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

SCOPE OF WORKS

SECTION C3.1: DESCRIPTION OF WORKS

C3.1.1 EMPLOYERS OBJECTIVES

Bids are invited for the installation of bulk water zonal meters. 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 installation of bulk water zonal meters, construction of water meter chambers, manholes and 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.

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 Site camp.
- (ii) Setting out of the works.
- (iii) Installation of bulk water zonal meters and will consist mainly of the following:
 - * Excavation to expose existing water supply pipe lines.
 - * Excavation for chambers and manholes.
 - * Construction of meter chambers and manholes.
 - * Installation of bulk water meters and specials
- (iv) Accommodation of traffic to be done in accordance with the South African Road Traffic Signs manual.



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



Maquassi Hills Local Municipality

CONTRACT NO. MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

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



Maquassi Hills Local Municipality

CONTRACT NO. MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

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/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

CONSTRUCTION

INDEX

Section	Description	Page No
	Standard Specifications	
Section C3.4.1	Standard Specifications	C3.4.1
Section C3.4.2	Variations and Additions to Standard Specifications	C3.4.2.1
Section C3.4.3	Particular Specifications	C3.4.3

END OF SECTION



Maquassi Hills Local Municipality

CONTRACT NO. MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

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

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

- A - General
- D - Site clearance
- L -Medium pressure pipelines
- GA - Concrete (small works)



Maquassi Hills Local Municipality

TENDER MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

CONSTRUCTION

INDEX

Section	Description	Page No
Section C3.4.2	Variations and Additions to Standard Specifications.....	C3.4.2.1
PS 1:	SITE FACILITIES AVAILABLE.....	1
PS 2 :	SITE FACILITIES REQUIRED	2
PS 3:	FEATURES REQUIRING SPECIAL ATTENTION	3
PS 4:	INSPECTIONS.....	4
PS 5:	SITE MAINTENANCE	4
PS 6:	DRAWINGS	5
PS 7:	SPOIL MATERIAL.....	5
PS 8:	FREE-HAUL DISTANCE.....	5
PS 9:	PAYMENT.....	5
PS 10:	HEALTH AND SAFETY.....	6
PS 11:	REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC	7
PS 13:	USE OF DEFECTIVE WORKS	10
PS 14	USE OF LOCAL SUB-CONTRACTORS AND LOCAL LABOUR	10
PS15	MANAGEMENT OF APPROVED EMERGING LOCAL SUB-CONTRACTORS	11

END OF SECTION



Maquassi Hills Local Municipality

TENDER MHLM/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

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.



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 7.9 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 OHS Act 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 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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.



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



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 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

Y Clearing and Grubbing of the area/site
Y 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
 - Y Protection against dehydration and heat
 - exhaustion Y Protection from wet and cold conditions
 - Y Dealing with HIV/Aids and other diseases
 - Y Use of portable electrical equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
 - Y Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
 - Y Welding including
 - Arc welding
 - Gas welding
 - Flame cutting
 - Use of LP gas torches and appliances
 - Y Loading and offloading of trucks
 - Y Aggregate/sand and other materials delivery
-



Y Manual and mechanical handling

Y Lifting and lowering operations

Y 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

Y Use and storage of flammable liquids and other hazardous

substances Y Layering and bedding

Y Installation of pipes in trenches

Y Pressure testing of pipelines Y

Backfilling of trenches

Y Protection against flooding

Y Gabion work

Y Use of explosives

Y Protection from overhead power lines

Y As discovered by the principal contractor's hazard identification exercise

Y As discovered from any inspections and audits conducted by the employer or by the principal contractor or any other contractor on site

Y 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



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



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.



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.



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.



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).



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



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



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



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: _____



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.....



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/WSIG/06/2023/24

INSTALLATION OF BULK WATER ZONAL METERS

SITE INFORMATION

INDEX

Section	Description	Page No
Section C4.1	List of Drawings	C4.1.1
Section C4.2	Special Requirements in terms of OHSA 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

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders;
- and (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of 5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the

supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery 10.1 Delivery of the goods shall be made by the supplier in accordance with **and documents** the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in

conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender

Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a **duties and rights** provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of

any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the **Majeure** supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination 26.1 The purchaser may at any time terminate the contract by giving written **for insolvency** notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of 27.1 If any dispute or difference of any kind whatsoever arises between the **Disputes** purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of 28.1 Except in cases of criminal negligence or willful misconduct, and in **liability** the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

- 33. Industrial Participation Programme** **National (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

General Conditions of Contract (revised February 2008)