



**MAQUASSI HILLS LOCAL MUNICIPALITY**  
**RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD**

**TENDER NUMBER : MHLM/SCM/03/2024/25**

**TENDER DOCUMENT**

**12 AUGUST 2024**

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

: .....

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

**ADDRESS OF BIDDER** : .....

**TEL NUMBER** : .....

**FAX NUMBER** : .....

*Prepared for:*

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



*Compiled by:*

**Tsela Tsweu Consulting Engineers (Pty) Ltd**  
1 Petrus Bosch Street  
Welkom  
9460  
Tel: 057 352 7992





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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



# THE TENDER

## PART T1: TENDERING PROCEDURES

Contractor

Witness 1

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Employer

Witness 1

Witness 2

**T1.1 TENDER NOTICE AND INVITATION TO TENDER**

THE MAQUASSI HILLS LOCAL MUNICIPALITY INVITES INTERESTED TENDERERS TO BID FOR THE FOLLOWING TENDER:

TENDER NUMBER	SERVICE	CIDB LEVEL	BRIEFING SESSION	Tender Price	Contact Person	CLOSING DATE
MHLM/SCM /03/2024/25	RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD	4GB		R2000 Non-Refundable  Free on Etender	Mr J Molutsi	12 August 2024 at 12h00  <b>Venue:</b> Maquassi Hills Local Municipality 19 Kruger Street, Wolmaransstad, North West 2630

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 12 August 2024; 12H00 Noon. No Compulsory Site Briefing. Enquiries can be sent to the consultant on e-mail as provided for on the bid document. Bid Documents are obtainable from the 11th of July 2024 for a non-refundable fee of R2 000.00 at the Cashiers Office. 19 Kruger Street, Wolmaransstad, 2630 OR can be downloaded free of charge at [www.eteneders.gov.za](http://www.eteneders.gov.za) or [www.MaquassiHills.gov.za](http://www.MaquassiHills.gov.za).

**NB: Maquassi Hills Local Municipality reserves the right to award tenders on the basis of a principle that work shall be fairly or equitably distributed amongst contractors/entities.**

**COMPULSORY/MANDATORY TENDER REQUIREMENTS:**

**Failure to submit the following required documents will render the bidders tender disqualified:**

- ☐ Fully complete and submit the compulsory MBD documents, i.e. MBD 1, MBD 3.1, MBD 4, MBD 6.1, MBD 7.1, MBD 7.2, MBD 7.3, MBD 8 and MBD 9 which form part of the tender document.
- ☐ Required CIDB grading of 4GB.
- ☐ Founding Statement/ Proof of Registration as a Legal Entity
- ☐ Valid Tax Clearance Certificates
- ☐ Company Profile – CV's, References
- ☐ Certified ID Copies of all Directors
- ☐ Proof of business address
- ☐ Proof of payment of Municipal services for both the business properties and residential properties of Directors of the company
- ☐ Bidders to attach mandatory documents to score for Specific Goals, failure to submit will not result in disqualification however bidder will score zero (0) for specific goals

**NB: Bidders who are listed on the National Treasury's register of defaulters and restricted` suppliers will be automatically disqualified.**

**ADDITIONAL TENDER REQUIREMENTS**

- ☐ Valid Tax Clearance (A trust, consortium or joint venture must submit consolidated Tax Clearance or tax clearance of each partner in the trust, consortium or joint venture).
- ☐ Company Registration Documents CIPC (Company Intellectual Property Commission).
- ☐ Certified ID copies of company members and shareholders. (NB: date of certification less than 3 months old).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FUNCTIONALITY CRITERIA

If the details are not provided in the Returnable Schedules zero "0" points will be awarded for quality criteria and the Bid will be considered to be inexperienced.

**Table A1: PREVIOUS PROJECT EXPERIENCE**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Two (2) Similar project > R5 million completed successfully	10	
2	Two (2) Similar projects > R8 million completed successfully	15	
3	Three (3) Similar projects > R10 million completed successfully	20	
4	Four (4) Similar projects > R10 million completed successfully	25	
5	Four (4) Similar projects > R15 million completed successfully	30	
	<b>SUB-TOTAL:</b>	<b>30</b>	

N.B: BIDDERS TO SUBMIT VALID CONTACT DETAILS OF COMPLETED PROJECTS. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

**TABLE A2: FINANCIAL CAPACITY**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	The Tenderer <u>did not submit</u> any audited financial statements of the last 3-years as part of his tender submission	0	
2	The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show areas for improvement	5	
3	The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show good positive growth	10	
	<b>SUB-TOTAL:</b>	<b>10</b>	

N.B: WITH A JV THE FINANCIAL STATEMENTS OF BOTH PARTNERS MUST BE SUBMITTED.

**TABLE A3: KEY PERSONNEL**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Director more than 5 years' relevant experience in construction	5 *	
2	Contracts Manager who has a minimum of 5 years construction experience	5 *	
3	Site Agent who has a minimum of 4 years construction or renovation and alterations experience	5 *	
4	Site Foreman who has a minimum of 3 years construction or renovation and alterations experience	5 *	
	<b>SUB-TOTAL:</b>	<b>20</b>	

N.B: BIDDERS TO SUBMIT CURRICULUM VITAE & CERTIFICATES OF KEY PERSONNEL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

\* One point will be awarded for each year of relevant experience up to a maximum of 5 points

**TABLE A4: LOCALITY**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Contractor is located outside the North West Province	0	
2	Contractor is located in the North West Province	5	
3	Contractor is located in the Dr Kenneth Kaunda district in the North West Province	10	
	<b>SUB-TOTAL:</b>	<b>10</b>	

N.B: BIDDERS TO SUBMIT PROOF OF REGISTERED BUSINESS PREMISES TO QUALIFY. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**THE MINIMUM SCORE FOR FUNCTIONALITY IS 49**

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 49 points out of the 70 points in order to be considered in the next evaluation phase**

**Bidders should note the following:**

- ☐ Material should be sourced locally (within South African borders).
- ☐ The bidder should include completion certificates.
- ☐ Bidders are requested to submit contactable references for verification.
- ☐ Where the proposed prices of critical materials to be supplied to the Maquassi Hills Local Municipality are considerably less than the expected market price or rates, the Maquassi Hills Local Municipality reserves the right to verify the proposed prices by requesting quotations directly from the supplier(s) cited in the compilation of the bid.
- ☐ Maquassi Hills Local Municipality reserves the right to conduct site visits and interview officials whose academic and professional qualifications have been submitted for verification.
- ☐ Proof of registration on the National Centralized Supplier Database (CSD). Only suppliers who are registered on the CSD will be considered for appointment.
- ☐ Recommended bidders will be subjected to supplier security screening processes. Only suppliers who obtain security clearance will be considered for appointment.
- ☐ Potential suppliers must note that in terms of Maquassi Hills Local Municipality policy, the Maquassi Hills Local Municipality reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- ☐ **Prospective bidders should be represented at the compulsory site meeting by suitably qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved.**

Bid documents are available from 08:00 till 16:00 upon payment of **R2000-00** (Two Thousand Rands) cash non-refundable document fee, at the cashier, Maquassi Hills Local Municipality Building, 15 Kruger Street, Wolmaransstad. Bid documents will be made available from 11 July 2024 at the Municipality and on Etender Website at free cost.

Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Tender document may result in the tenderer either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

**Electronic submissions of Tender offers/ bids will NOT be accepted.**

Submission of tender offers/ bids by telegraph, telex, telephone, facsimile, or email will NOT be accepted.

**If you attempt to submit a tender offer/ bid after the official closing date and time, that offer/ bid will NOT be accepted.**

**A clearly indexed and numbered tender offer/ bid documents together with all applicable attachments must be deposited into the Tender box at the foyer of Maquassi Hills Local Municipality Building, 19 Kruger Street, Wolmaransstad by no later than 12h00 on the closing date 12 August 2024.**

The requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data.

**Maquassi Hills Local Municipality reserves the right to cancel or/ not to award this tender to any party.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART A  
INVITATION TO BID**

**MBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	MHLM/SCM/03/2024/25	CLOSING DATE:	12 AUGUST 2024	CLOSING TIME:	12H00
DESCRIPTION	RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>Maquassi Hills Local Municipality Building</b>
<b>19 Kruger Street</b>
<b>Wolmaransstad</b>
<b>2630</b>

**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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SCM		CONTACT PERSON	Jerry Molutsi	
CONTACT PERSON	Rosinah Kgobe		TELEPHONE NUMBER	018 596 3025	
TELEPHONE NUMBER	018 596 3025		FACSIMILE NUMBER	N/A	
FACSIMILE NUMBER	N/A		E-MAIL ADDRESS	jerry@mquassihills.org	
E-MAIL ADDRESS	rosinahm@mquassihills.org				

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



## 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](http://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? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

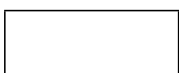
**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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

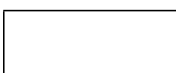
SIGNATURE OF BIDDER: .....

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

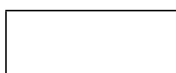
DATE: .....



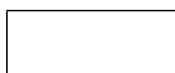
Contractor



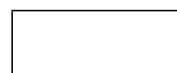
Witness 1



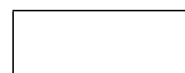
Witness 2



Employer



Witness 1



Witness 2





# TENDER DATA

## PART T1: TENDERING PROCEDURES

T1.2	TENDER DATA .....	12
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 33239, Board Notice 86 of 2010 and Annex E of SANS 294:2004

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

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

Sub clause	Data
<b>F.1</b>	<b>General</b>
F.1.1	The employer is the <b>Maquassi Hills Local Municipality</b>
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 40px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents:</p> <p style="padding-left: 40px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 40px;">T2.3 Returnable Schedules that will be incorporated into the contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 40px;">C1.1 Form of Offer and Acceptance, MBD 7.1</p> <p style="padding-left: 40px;">C1.2 Agreement in terms of Occupation Health and Safety Act and Construction regulations 2014</p> <p style="padding-left: 40px;">C1.3 Form of Guarantee</p> <p style="padding-left: 40px;">C1.4 Contract Data</p> <p>Part 2: Pricing data</p> <p style="padding-left: 40px;">C2.1 Pricing instructions</p> <p style="padding-left: 40px;">C2.2 Bills of quantities</p> <p style="padding-left: 40px;">C2.3 BOQ Summary and Calculation of Tender Sum</p> <p>Part C3: Scope of work</p> <p>Part C4: Site information</p> <p>Annexures: Specifications for Electrical and OHS</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Sub clause	Data
F.1.4	<p>The employer's agent is:</p> <p>Name: TSELA TSWEU CONSULTING ENGINEERS</p> <p>Address: 1 Petrus Bosch Street Welkom 9460</p> <p>Contact person: Koos Ackerman</p> <p>Tel: 072 441 0120</p> <p>Fax: n.a</p> <p>E-mail: <a href="mailto:koos@ttconsult.co.za">koos@ttconsult.co.za</a></p>
F.1.6.4.3	<p><b>Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000</b></p> <p>The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.</p>
F.1.8	<p><b>National Treasury Web Based Central Supplier Database (CSD) Registration</b></p> <p>Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.</p> <p>Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <a href="https://secure.csd.gov.za">https://secure.csd.gov.za</a>.</p> <p>It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.</p>
<b>F.2</b>	<b>Tenderer's obligations</b>
F.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so registered within 10 working days from the closing date for submission of tenders, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4GB class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"><li><input type="checkbox"/> every member of the joint venture is registered with the CIDB or are capable of being so registered, within 10 days from the closing date for tender;</li><li><input type="checkbox"/> the lead partner has a Contractor grading designation in the 4GB class of construction work</li></ul>

Contractor

Witness 1

Witness 2

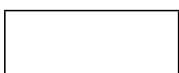
Employer

Witness 1

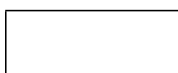
Witness 2



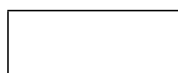
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>NO CLARIFICATION MEETING</p> <p>Contact person: Koos Ackerman Tel: 072 441 0120 Fax: n.a E-mail: <a href="mailto:koos@ttconsult.co.za">koos@ttconsult.co.za</a></p>
F.2.1.4.1	<p><b>Construction Industry Development Board (CIDB) Registration</b></p> <p>Only those tenders submitted by tenderers who are registered, or capable of being registered, with an active status with the CIDB, 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 <b>4GB</b> class of construction work, will be declared responsive. Tenderers must obtain such active status upon being requested to do so in writing and within the period contained in such a request, failing which their tenders will be declared non-responsive.</p>
F.2.11	<p>The Procurement document as issued shall NOT be taken apart for purpose of submitting the Tender.</p>
F.2.12	<p>Alternative Tenders will not be considered.</p>
F.2.13.1	<p>Tenderers are to submit one tender <b>only</b>, either as a single tendering entity or as a member of a Joint Venture.</p>
F.2.13.3	<p>Each tender offer communicated on paper shall be submitted as one (1) original hardcopy, plus one (1) electronic scanned PDF copy on a flash drive.</p>
F.2.13.4	<p>The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning</p>
F.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: Location of tender box: in the foyer of MAQUASSI HILLS LOCAL MUNICIPALITY, MUNICIPAL BUILDING 19 Kruger Street, Wolmaransstad, 2630.</p> <p>Identification details: <b>TENDER No. MHLN/SCM/03/2024/25: RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD.</b></p>
F.2.13. & F.3.5	<p>A two-envelope procedure will not be followed.</p>



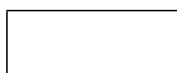
Contractor



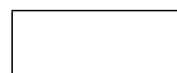
Witness 1



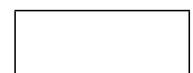
Witness 2



Employer



Witness 1



Witness 2



F.2.15	<b>Closing time for submission of tender offers is: 12H00 on 12 AUGUST 2024</b>
F.2.16	The tender offer validity period is <b>ninety (90) days</b> .
F.2.20	The Tenderer is required to submit with the tender a letter of intent from an approved guarantor undertaking to provide a guarantee in the format included in Part T2.2 of this document.
F.2.23.1	<b>Evidence of tax compliance</b> Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the Employer at the Supplier Management Unit located within the Supplier Management / Registration Office, 2 <sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the <b>Compulsory Enterprise Questionnaire</b>  Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.  Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.
F.2.23	The Tenderer is required to submit with his tender the following documents: <ul style="list-style-type: none"><li><input type="checkbox"/> Tax clearance certificate with status PIN</li><li><input type="checkbox"/> JV Agreement and Power of Attorney (if applicable)</li><li><input type="checkbox"/> VAT registration certificate</li><li><input type="checkbox"/> Workmen's Compensation registration certificate (or proof of payment of contribution in terms of the COID Act no. 130 of 1993)</li><li><input type="checkbox"/> Company / CC / Trust / Partnership registration certificate</li><li><input type="checkbox"/> Certified copy of identity document in the case of one-man concerns</li><li><input type="checkbox"/> Project completion certificates.</li></ul>
F.3	<b>The Employer's undertakings</b>
F.3.4	<b>Opening of tender submissions</b> The time and location for opening of tender offers:  Time: <b>12:00 on 12 AUGUST 2024</b> Location: Maquassi Hills Local Municipality, Municipal Building at 19 Kruger Street, Wolmaransstad, 2630
F.3.8.2	The Employer shall reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of non-conforming deviation or reservation.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.3.11	<p>The procedure for evaluation of responsive tenders is Method 2</p> <p>The financial offer will be scored using Formula 2 (option 1) where the value of W1 is:</p> <ol style="list-style-type: none"><li>1) 90/10 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 million, or</li><li>2) 80/20 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is between R 500 000 and R50 million.</li></ol> <p>Financial offers from Tenderers who meet the minimum threshold for functionality will be evaluated.</p> <p>The Employer adheres to all relevant Acts, including the Black Economic Empowerment Act no. 53 of 2003, Preferential Procurement Policy Framework Act no. 5 of 2000, and Employment Equity Act no. 55 of 1998.</p> <p>Tenders shall be awarded on the basis of a principle that work shall be fairly or equitably distributed amongst Contractors/entities that have not been awarded contracts previously.</p> <p>In terms of Preferential Procurement Regulations of 2022, the <b>80/20</b> preference point system is applicable.</p> <p><input type="checkbox"/> Specific Goals</p>
	<p>Eligibility for preference points is subject to the following conditions</p> <p>Tenderer's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; MBD 6.1 as part of the Returnable Documentation.</p>
F.3.11.3	<p>The functionality criteria in respect of each of the criteria are as follows:</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## FUNCTIONALITY CRITERIA

If the details are not provided in the Returnable Schedules zero "0" points will be awarded for quality criteria and the Bid will be considered to be inexperienced.

**Table A1: PREVIOUS PROJECT EXPERIENCE**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Two (2) Similar project > R5 million completed successfully	10	
2	Two (2) Similar projects > R8 million completed successfully	15	
3	Three (3) Similar projects > R10 million completed successfully	20	
4	Four (4) Similar projects > R10 million completed successfully	25	
5	Four (4) Similar projects > R15 million completed successfully	30	
	<b>SUB-TOTAL:</b>	<b>30</b>	

N.B: BIDDERS TO SUBMIT VALID CONTACT DETAILS OF COMPLETED PROJECTS. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

**TABLE A2: FINANCIAL CAPACITY**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	The Tenderer <u>did not submit</u> any audited financial statements of the last 3-years as part of his tender submission	0	
2	The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show areas for improvement	5	
3	The Tenderer <u>did submit</u> audited financial statements of the last 3-years and his financial statements show good positive growth	10	
	<b>SUB-TOTAL:</b>	<b>10</b>	

N.B: BIDDERS TO SUBMIT PROOF. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS

**TABLE A3: KEY PERSONNEL**

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Director more than 5 years' relevant experience in construction	5 *	
2	Contracts Manager who has a minimum of 5 years construction experience	5 *	
3	Site Agent who has a minimum of 4 years construction or renovation and alterations experience	5 *	
4	Site Foreman who has a minimum of 3 years construction or renovation and alterations experience	5 *	
	<b>SUB-TOTAL:</b>	<b>20</b>	

N.B: BIDDERS TO SUBMIT CURRICULUM VITAE & CERTIFICATES OF KEY PERSONNEL. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

\* One point will be awarded for each year of relevant experience up to a maximum of 5 points

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TABLE A4: LOCALITY

	TARGETED GOALS	NO OF POINTS CONTRACTOR	POINTS AWARDED CONTRACTOR
1	Contractor is located outside the North West Province	0	
2	Contractor is located in the North West Province	5	
3	Contractor is located in the Dr Kenneth Kaunda district in the North West Province	10	
	<b>SUB-TOTAL:</b>	<b>10</b>	

N.B: BIDDERS TO SUBMIT PROOF OF REGISTERED BUSINESS PREMISES TO QUALIFY. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

**THE MINIMUM SCORE FOR FUNCTIONALITY IS 49**

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. **The service provider should at least score a minimum of 49 points out of the 70 points in order to be considered in the next evaluation phase**

**NB. BIDDERS WHO FAIL TO MEET THE MINIMUM THRESHOLD OF 49 POINTS FOR FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION. BIDDERS WHO QUALIFY FOR FUNCTIONALITY WILL BE EVALUATED FURTHER FOR PRICE AND SPECIFIC GOALS COMPLIANCE ONLY.**

**Note to Bidders:**

- ☐ Functionality will be scored out of 70 and bidders who fail to meet the minimum threshold of 49 will not be considered for further evaluation.
- ☐ Where the tendered amounts of critical materials are considerably less than the expected market rate the Employer reserves the right to request quotations from the suppliers used in the compilation of the bid.
- ☐ Bidders are requested to submit contactable references for verification.
- ☐ The Maquassi Hills Local Municipality reserves the right to conduct site visits and to interview officials whose Curriculum Vitae have been submitted for verification.
- ☐ Bidders who are listed in the National Treasury register of defaulters will automatically be disqualified.
- ☐ It is compulsory to complete all applicable MBD forms which are attached as returnable documents.

Tenders will be evaluated for Functionality. Tenderers who qualify for Functionality will be evaluated further for Price and Preference only. Points for Functionality will not contribute to further evaluation. Tenderers who do not qualify will not be evaluated further.

Contractor

Witness 1

Witness 2

Employer

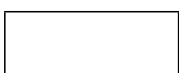
Witness 1

Witness 2

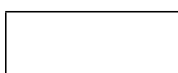




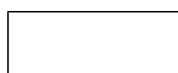
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"><li>a) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li><li>b) the Tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li><li>c) the Tenderer has not over the last five years failed to satisfactorily perform a contract for the Employer and has been issued with a written notice to this effect, and has not abused the Employer's Supply Chain Management System;</li><li>d) the Tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Service;</li><li>e) the Tenderer has completed the compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process. Persons in the employ of the State are not permitted to submit tenders or participate in the contract;</li><li>f) the Tenderer is registered and in good standing with the Compensation Fund or with a licensed Compensation Insurer; and</li><li>g) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction Regulations 2014 issued in terms of the OHS Act 1993, the necessary competencies and resources to carry out the works safely.</li><li>h) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction the tenderer has properly and comprehensively completed the information required in the Project Document and the Addenda, and has, inter alia properly completed the offer in the "Form of Offer and Acceptance" and the Bill of Quantities.</li></ul>
F.3.17	The number of paper copies of signed contract to be provided by the Employer is <b>one (1)</b> .
F.4	<b>Additional Conditions of Tender</b>
F.4.1	<p><b>Compliance with Occupational Health and Safety Act, 85 of 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with his tender, appended to Schedule: Health and Safety Plan in Returnable Schedules, a Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work. Such Health and Safety Plan shall cover, <i>inter alia</i>, the following details:</p> <ul style="list-style-type: none"><li>a) Management Structure, Site Supervision and Responsible Persons including a succession plan.</li><li>b) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.</li><li>c) Health and safety method statements and procedures (inclusive of PPE requirements) to be adhered to in order to ensure compliance with the Act, Regulations and the project specific Health and Safety Specification.</li><li>d) Regular monitoring procedures to be performed.</li><li>e) Regular liaison, consultation and review meetings with all parties.</li><li>f) Site security, welfare facilities and first aid.</li><li>g) Site rules and fire and emergency procedures.</li></ul>



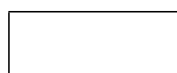
Contractor



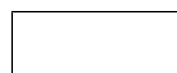
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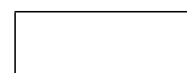
Witness 2



Employer



Witness 1



Witness 2



F.4.2	<p><b>Claims arising after submission of tender</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"><li>Inspected the Contract Drawings and read and fully understood the Conditions of Contract.</li><li>Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li><li>Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</li><li>Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li><li>Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.</li></ol> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.</p>
F.4.3	<p><b>Imbalance in tendered rates</b></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.</p> <p>Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the tender.</p>
F.4.4	<p><b>Targeted labour</b></p> <p>It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour intensive construction methods in order to provide low and semi-skilled and unskilled employment opportunities</p>
F.4.6	<p><b>Community liaison officer</b></p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted local labour, to represent the local community in matters concerning the use of targeted local labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Engineer and the local communities. The Community Liaison Officer (CLO) will be selected by the Ward Councilor and the Contractor.</p> <p>An amount of R 6500.00 per month is provisionally allowed for the Community Liaison Officer (CLO) in the schedule of quantities together with an extra-over item for the Contractor's cost, profit, etc. The Contractor must pay the Community Liaison Officer (CLO) at the end of each month and include the amount in his progress claim for payment</p>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



F.4.7	<p><b>Invalid tenders</b></p> <p>Tenders shall be considered invalid by the Bid Evaluation Committee if:</p> <ul style="list-style-type: none"><li>a) the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance</li><li>b) the returnable document is not completed in non-erasable handwritten, or printed, ink or toner;</li><li>c) the Form of Offer and Acceptance has not been signed with an original signature;</li><li>d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable;</li><li>e) In a two-envelope system, the tenderer fails to submit a separately sealed financial offer.</li></ul>
F.4.8	<p><b>Negotiations with preferred tenderers</b></p> <p>The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation:</p> <ul style="list-style-type: none"><li>a) does not allow any preferred tenderer a second or unfair opportunity;</li><li>b) is not to the detriment of any other tenderer; and</li><li>c) does not lead to a higher price than the tender as submitted.</li></ul> <p>If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations.</p> <p>Minutes of any such negotiations shall be kept for record purposes.</p>
F.4.9	<p><b>General supply chain management conditions applicable to tenders</b></p> <p>In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender:</p> <ul style="list-style-type: none"><li>a) has furnished the Employer with that provider's:<ul style="list-style-type: none"><li>i) full name;</li><li>ii) identification number or company or other registration number; and</li><li>iii) tax reference number and VAT registration number, if any.</li></ul></li><li>b) has indicated whether:<ul style="list-style-type: none"><li>i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;</li><li>ii) if the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or</li><li>iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state or has been in the service of the state in the previous twelve months.</li></ul></li><li>c) has attended a compulsory site inspection, where applicable.</li></ul> <p>Irrespective of the procurement process followed, the Employer is prohibited from making an award to:</p> <ul style="list-style-type: none"><li>d) a person who is in the service of the state;</li><li>e) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;</li><li>f) an advisor or consultant contracted with the Employer; or</li><li>g) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts.</li></ul> <p>In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



F.4.10	<p><b>Combating abuse of the Supply Chain Management Policy</b></p> <p>In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has:</p> <ol style="list-style-type: none"><li>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;</li><li>failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory;</li><li>abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;</li><li>been convicted of fraud or corruption during the past five years;</li><li>willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or</li><li>been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector.</li></ol> <p>In this regard, tenderers shall complete Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered</p>
F.4.11	<p><b>UIF payments</b></p> <p>The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.</p>
F.4.12	<p><b>Requests for contract documents, or parts thereof, in electronic format</b></p> <p>The Employer shall formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall issue tender documents in hardcopy or electronic copy. An electronic version of the issued tender documents may be made available to the tenderer, in terms of this clause, subject to the following:</p> <ol style="list-style-type: none"><li>Electronic copies of the issued tender documents, or parts thereof, will be made available to download from eTender or upon request from the employer.</li><li>The electronic version shall not be regarded as a substitute for the issued tender documents.</li><li>The Employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed on the issued hard copy tender document shall be considered or a printed electronic copy, provided that printed Bills of Quantities, in the same format (that is, layout, billed items and quantities) as those issued electronically by the Employer, may be submitted with the tender as stated in F.2.13.2. Where Addenda have been issued which amend the Bills of Quantities, then the printed Bills of Quantities shall take these into account. The pages of the issued Bills of Quantities should not be removed from the tender document.</li><li>The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</li><li>Any non-compliance with these provisions, including effecting any unauthorized alterations to the tender documents as contemplated in F.2.11, shall render the tender non-responsive. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</li><li>In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</li></ol>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



<b>PART T2: LIST OF RETURNABLE DOCUMENTS</b>		<b>Page</b>
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<b>T2.2</b>	<b>OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION</b>	<b>52</b>
<b>T2.3</b>	<b>RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT</b>	<b>69</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 RETURNABLE SCHEDULE FOR TENDER EVALUATION

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 A CERTIFICATE OF AUTHORITY

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

### A. Certificate for company

I,....., chairperson of the board of directors of  
....., hereby confirm that by resolution of the board  
(copy attached) taken on .....20...., Mr/Mrs.....acting in the  
capacity of.....,was authorized to sign all documents in  
connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

### B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

.....

hereby authorized Mr/Mrs....., acting in the capacity  
of.....to sign all documents in connection with the tender for  
Contract.....and any contract resulting from it  
on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**C. Certificate for Joint Venture**

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

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

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

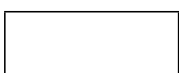
As Witness:

1.....  
Signature: Sole owner

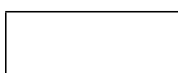
2.....  
Date

**E. Certificate for Close Corporation**

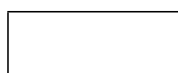
We, the undersigned, being the key members in the business trading as.....hereby authorize Mr/Mrs..... Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.



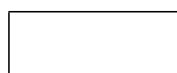
Contractor



Witness 1



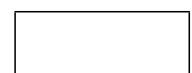
Witness 2



Employer



Witness 1



Witness 2





NAME	ADDRESS	SIGNATURE	DATE

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that

.....(Tenderer)

of

.....(address)

.....

was represented by the person(s) named below at the compulsory meeting held for all tenderers

at .....(location) on.....(date), starting at.....

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name .....

Signature.....

Capacity.....

Name .....

Signature.....

Capacity.....

Attendance of the above person(s) at the meeting will be confirmed from the attendance register completed on the day of the compulsory clarification meeting. Failure to find the corresponding person(s) details on the attendance register will result in disqualification.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS

Tenderers are referred to Clause 3.3 of the Scope of Works for the minimum Procurement requirements for subcontractors

We notify you that it is our intention to employ the following subcontractors for work in this contract.  If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.			
	Name and address of proposed Subcontractor	Company Registration No & CIDB Classification	Description of Work to be executed by Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable

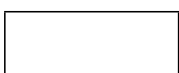
Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

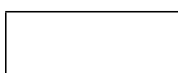
Signed..... Date.....

Name..... Position.....

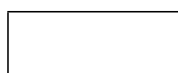
Tenderer.....



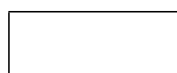
Contractor



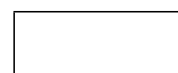
Witness 1



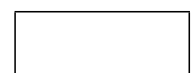
Witness 2



Employer



Witness 1



Witness 2



**T2.1 E SCHEDULE OF THE TENDERER'S RECENTLY COMPLETED AND CURRENT PROJECTS**

The following is a statement of similar work successfully executed or currently being executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Consulting Engineer: contact person & tel. no.	Description of project	Value of work Inclusive of VAT (R million)	Contract period (months)	Date completed/ date of expected completion*

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 F 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 of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) 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.

PAGE	DESCRIPTION

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 (MBD 6.1)

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**

### 1. GENERAL CONDITIONS

1.1 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).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### 1.4 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

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

1.6 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

$P_t$  = Price of tender under consideration

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

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. 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—

- (a) 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
- (b) 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)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

**4.5. 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]

4.6.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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) 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 –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the 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
  - (e) forward the matter for criminal prosecution, if deemed necessary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 I CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS TO SERVICE PROVIDER

The purpose of this form is to obtain proof that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months. Bidders to attach a copy of the latest rate and taxes account of the relevant local authority not older than three months.

PART A - to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services. The tenderer to attach a copy of the latest rate and taxes account of the relevant local authority not older than three months, or letter from Tribal Authority if no municipal services are rendered.

OR  
PART B - to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services. The tenderer to attach a landlord copy of the latest rate and taxes account of the relevant local authority not older than three months.

<b>PART A (TO BE COMPLETED BY THE LOCAL AUTHORITY)</b>	
Name of the Municipality:	
Property Physical Address:	
Registers Name:	
Official's Signature:_____	Name:_____ Date:_____ Municipality Stamp Here
Please indicate whether company/owner/directors in arrears for more than 3 months:	
Rates and taxes:	Up-to date/ in arrears for more than 3 months
Water:	Up-to date/ in arrears for more than 3 months
Electricity:	Up-to date/ in arrears for more than 3 months
Refuse:	Up-to date/ in arrears for more than 3 months
Other services:	Up-to date/ in arrears for more than 3 months
<b>PART B (TO BE COMPLETED BY THE LANDLORD)</b>	
Name of the Landlord:	
Property Physical Address:	
Landlord Signature:	
Date:_____	Landlord's business stamp Here
Rental:	Up-to date/ in arrears for more than 3 months
Municipal Services:	Up-to date/ in arrears for more than 3 months

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 or 3 (three) months.

\_\_\_\_\_  
Signature

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

at ..... on the ..... day of ..... 20.....  
(PLACE) (DATE) (MONTH) (YEAR)

Even if the requested information is not applicable to the Tenderer, the table above should be endorsed  
**Not Applicable** and this declaration must still be signed

--

Contractor

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Witness 1

--

Witness 2

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Employer

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Witness 1

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Witness 2



## T2.1 J CONFIRMATION OF CSD DATABASE REGISTRATION

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

Tenderers who are not registered on the **CSD Database** are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication Committee).

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

..

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 K QUALITY MANAGEMENT QUESTIONNAIRE

1. Does the Tenderer have a Quality Control Plan in place?

YES	NO
-----	----

If “yes”, tenderer to supply and attach generic control plan.

2. Does the Tenderer have a Project Plan in place?

YES	NO
-----	----

If “yes”, tenderer to supply and attach Gantt Chart of construction programme.

In the case of Joint Venture Partnerships, at least the Lead Partner who will be responsible for managing the project must submit proof of his quality management system.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

--

Contractor

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Witness 1

--

Witness 2

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Employer

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Witness 1

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Witness 2

**T2.1 L OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE AND SAFETY PLAN**

1.	Does your company have an updated copy of the Occupational Health and Safety Act and the relevant Regulations, (Act 85, of 1993) readily available?	YES/NO
2.	Have you and your supervisors received any training on the requirements of the Act and the relevant regulations?  If YES, please provide proof.	YES/NO  Attach Proof
3.	Are you, your supervisors and permanent employees aware, informed, instructed or trained in your respective legal liabilities with regard to Occupational Health and Safety Legal Liabilities?  If YES, please provide explanatory proof.	YES/NO  Attach information
4.	How do you ensure that the requirements of the Occupational Health and Safety Act are complied with by yourself and every person in your employment?  Provide an overview	  Attach information
5.	Have you identified as far as reasonably practical all Health and Safety hazards and assessed all associated risks related to your activities and work environment?  If YES, please provide evidence.	YES/NO  Attach information
6.	If YES, how and what reasonably practical steps do you take to eliminate or mitigate the hazards and associated risks identified? How do you provide and maintain Health and Safety in your work environment for your employees and persons other than those in your employment that may be directly affected by your activities?	Attach information
7.	Do you provide for and maintain systems of work, plant and machinery that, as far as is reasonably practical, are safe and without risk to health?  If so, what are they? Please provide evidence	YES/NO  Attach information
8.	Do you have a clearly defined scope of authority for your organization, including all supervisors and employees?  If YES, please provide a copy of the latest valid organogram and scope of authority (Submit proof).	YES/NO  Attach information
9.	Do you have a first aid and emergency procedure or standard and trained first aid employees?  If YES, please provide evidence	YES/NO  Attach information
10.	Do you provide your employees with personal protective equipment and facilities?  If yes, please attach a list of PPE per occupation	YES/NO  Attach information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





11.	Do you assess the OH&S Performance of any potential sub-contractor?  If YES provide a copy of a sub-contractor assessment.	YES/NO  Attach information
12.	Who is responsible and accountable for the Occupational Health and Safety of your employees and those persons other than your employees that may be affected by your activities?	Attach information
13.	Please list three (3) recent similar projects and references with regard to your company's safety performance?	Attach information
14.	Please advise us of the following with regard to your company's current Workers Compensation Policy: -Name of insurer: -Policy Number: -Insurance premium as a percentage of payroll: -Attach a letter of good standing from your insurer.	Attach information
15.	Are records of your Workers Compensation premiums over the last year available to us upon request?	YES/NO Attach information
16.	Does your company have a Safety, Health & Environmental (SHE) policy?  If YES, please provide an overview.	YES/NO Attach information
17.	Does your company have a recognized/auditable Health and Safety management system?  If YES, please provide an overview.	YES/NO Attach information
18.	Do you have active Health and Safety Representatives & Committees in place for each project?  If YES, please provide copies of the latest minutes.	YES/NO Attach information
19.	Does your company conduct:  <b>a) Annual medical examinations?</b> <b>b) Entry and exit medical examinations?</b>	YES/NO YES/NO Attach information
20.	Does your company keep records for the measurement of Health and Safety performance? * <b>If YES, what indicators are used for this performance measurement?</b> * <b>Please provide copies of the Health and Safety incident register (synopsis) for the past 12-month period. (Refer Annexure A).</b> * <b>Provide the number of employees per month as well as the number of man-hours worked per month for the last 12 months. (Refer Annexure B).</b>	YES/NO Attach information Attach information  Attach information
21.	Does your company set Health and Safety targets and objectives?  If so, what are they for the current year and indicate how they compare with the previous year	YES/NO  Attach information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



22.	Has your Health and Safety system been assessed/ audited by an independent party?  If YES, please provide a copy of the latest valid assessment/audit for a construction site. (Submit proof).	YES/NO
23.	Does your company employ permanent Health and Safety Officers and or a health and Safety Manager/Coordinator?	YES/NO
24.	Does your company carry out training for personnel in Health and Safety related issues pertaining to your area of capability?  If YES, please attach the Health and Safety training requirements for all job categories.	YES/NO  Attach information
25.	Does executive management attend health and Safety meetings and carry out executive management safety audits?	YES/NO
26.	Was a health risk assessment done to identify and evaluate health risks due to the potential exposure in conducting their work?	YES/NO

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

**Details of the Health and Safety Plan shall be appended to this Schedule.**

**Agreement:**

I declare that all information provided in the health and safety selection criteria questionnaire and safety plan, are accurate and true. I do realize that the information given by me will be verified and false information will lead to automatic disqualification.

Signed..... Date .....

Name..... Position.....

Tenderer.....



Contractor



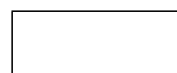
Witness 1



Witness 2



Employer



Witness 1



Witness 2



## T2.1 M KEY PERSONNEL

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

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

Category of employee	Number of persons			
	Personnel, part of the Contractor's organization		Personnel to be contracted locally for contract period	
# Director				
# Contracts Manager				
# Site Agent				
# Foremen / Supervisor				
# Safety Officer				
Technicians, surveyors, etc.				
Artisans and other skilled workers				
Plant operators				
Unskilled workers				

# Notes: The categories marked are Key Personnel

DIRECTOR	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

CONTRACTS MANAGER	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SITE AGENT	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2



FOREMEN / SUPERVISOR	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SAFETY OFFICER	NAME: .....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE: .....  
(of person authorized to sign on behalf of Tenderer)

DATE:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.1 N COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships:**

Name*	Identity no.*	Personal income tax no.*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		

**Section 5: Particulars of companies and close corporations:**

Company registration number: .....

Close corporation number: .....

Tax reference number: .....

**Section 6: Record of service of the State:**

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of Maquassi Hills Local Municipality, national or provincial public entity or institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

\* Insert separate page if necessary

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

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

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial Maquassi Hills Local Municipality, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

\* Insert separate page if necessary

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

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

Signed..... Date.....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION

T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2) .....	53
T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION .....	55
T2.2 C COMMISSIONER OF OATH CERTIFICATION.....	56
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T2.2 E DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SDB 8).....	60
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





**T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)**

<b>SOUTH AFRICAN REVENUE SERVICES</b>	Tender No: ..... Closing Date: .....																				
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>																					
<b>PARTICULARS</b>																					
1. Name of Taxpayer/Tenderer: .....																					
2. Trade Name: .....																					
3. Identification Number: (If applicable)																					
4. Company / Close Corporation registration number:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. Income Tax reference number:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT registration number: (If applicable)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
7. PAYE employer's registration number: (If applicable)	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
8. Monetary value of tender:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
<b>DECLARATION</b>																					
I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:																					
(i) Have been satisfied in terms of the relevant Acts; or																					
(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them.*																					
.....	.....	.....																			
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>																			
NOTE: The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.																					

**\*Failure to complete the above information will result in the disqualification of the tender.**

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

Signed..... Date .....

Name..... Position.....

Tenderer.....

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2



## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 B CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- ☐ Written proof of his registration with the CIDB as a Category 4GB.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 C COMMISSIONER OF OATH CERTIFICATION**

SIGNATURE .....

DULY AUTHORISED TO SIGN

ON BEHALF OF .....

ADDRESS .....

.....

.....

.....

TELEPHONE No. ....

DATE .....

**COMMISSIONER OF OATHS:**

SIGNATURE: .....

DATE: .....

STAMP:

**MUST BE DATE STAMPED AND SIGNED BY A COMMISSIONER OF OATHS**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## T2.2 D DECLARATION OF INTEREST (MBD 4)

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: .....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2.7** Are you or any person connected with the bidder presently employed by the state? **YES / NO**

**2.7.1** If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:.....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

**2.7.2** If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

**2.7.2.1** If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

**2.7.2.2** If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

**2.8** Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

**2.8.1** If so, furnish particulars:  
.....  
.....  
.....

**2.9** Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

**2.9.1** If so, furnish particulars.  
.....  
.....  
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**2.10** Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

**2.10.1** If so, furnish particulars.  
.....  
.....  
.....

**2.11** Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

**2.11.1** If so, furnish particulars:  
.....  
.....  
.....

**3 FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

Full Name	Identity Number	Personal Reference Number	Income Tax Number	State Employee Number

**4. DECLARATION**

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 E DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MDB 8)**

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.2 F CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

- 1 This Standard Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description) in  
response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)  
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
    - i. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  6. 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.
  7. 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.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
8. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



9. 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.3     RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN TO THE  
CONTRACT**

T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL .....	71
T2.3 B PROJECT PROGRAMME .....	72
T2.3 C ADDITIONAL SUPPORTING DOCUMENTS .....	73
T2.3 D ELECTRICAL SPECIFICATION PARTS A, B, C.....	ANNEXURE

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.3 A ORGANOGRAM AND CURRICULA VITAE OF KEY PERSONNEL**

The Tenderer shall supply an organogram for the management of the contract and include form below of key personnel according to the format on the following page. These forms shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the Engineer.

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**T2.3 B PROJECT PROGRAMME**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

Signed..... Date .....

Name..... Position.....

Tenderer.....

Contractor

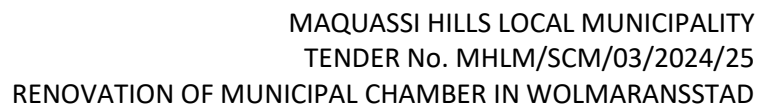
Witness 1

Witness 2

Employer

Witness 1

Witness 2



Tenders shall attach additional supporting documentation, if applicable, Please list below:

- Signed..... Date .....
- Name..... Position.....
- Tenderer.....





## THE CONTRACT

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**PART C1: AGREEMENT AND CONTRACT DATA**

C1.1	FORM OF OFFER AND ACCEPTANCE.....	76
C1.2	CONTRACT DATA .....	82

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

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

#### RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD.

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

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

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

For the Tenderer:

.....  
Signature

.....  
Name

.....  
Capacity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

Signature and name of witness

.....

Signature

.....

Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## ACCEPTANCE

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

The terms of the contract, are contained in

- Part 1      Agreements and Contract Data, (which includes this Agreement)
- Part 2      Pricing Data
- Part 3      Scope of Work.
- Part 4      Site Information
- Part 5      Annexures

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 above.

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

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill 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,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



For the Employer:

.....  
Signature

.....  
Name

.....  
Capacity

Name and address of organization:

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

Signature and name of witness:

.....  
Signature

.....  
Name

Date .....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document.  
Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

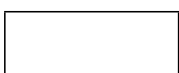
1 Subject .....

Details .....

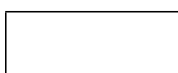
2 Subject .....

Details .....

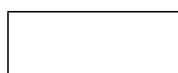
By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.



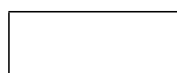
Contractor



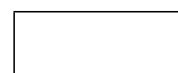
Witness 1



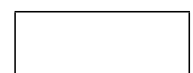
Witness 2



Employer



Witness 1



Witness 2



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

For the Tenderer:

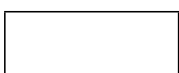
For the Employer:

.....	Signature	.....
.....	Name	.....
.....	Capacity	.....

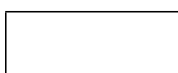
Name and address of organization:

Name and address of organization:

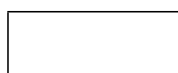
.....		.....
.....		.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....



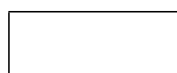
Contractor



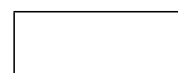
Witness 1



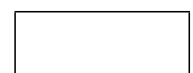
Witness 2



Employer



Witness 1



Witness 2





## C1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

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

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

### CONTRACT SPESIFIC DATA

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

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

#### Part 1: Data Provided by the Employer

Clause	Contract Data
1.1.1.2	Add the following:  "Schedule of Quantities" means the document so designated in the Pricing Data, and forming part of the written instruction by the Employer's Agent to the Contractor to execute the specified of works.
1.1.1.5	Add the following to the clause:  The "Commencement Date" means the date on which the contractor receives a written instruction from the Employer to commence with a portion of the Works.
1.1.1.7	Add onto the word "parties" in the last sentence:  "..... and shall include any written instruction by the Employer's Agent to the Contractor to execute any specified portion of the works."
1.1.1.9	"Contract Price" means the total estimated value of the works executed by the Contractor on instruction and approval by the Employer's Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
1.1.1.13	Add the following to the end of this definition:  The Defects Liability Period is 12 months.
1.1.1.14	Add the following to the end of this definition:  This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.  The <b>time for completion of all works</b> under this project shall be <b>4 months</b> .
1.1.1.15	The Employer is Maquassi Hills Local Municipality.
1.1.1.16	For this specific contract only, the word "Employer's Agent" means any Registered Professional appointed, generally or specifically by Maquassi Hills Local Municipality to fulfil the functions of the Employer's Agent in terms of the Conditions of Contract.
1.1.1.25	"Pricing Data" means the document that contains the Schedule of Quantities and provides the criteria and assumptions which it will be assumed in the Contract that were taken into account by the Contractor when developing his price.
1.1.1.26	The pricing strategy is Re-measurement Contract for each portion of works and/or instruction.
1.2.1	Add the following to the clause:  1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.  1.2.1.4 Posted to the Contractor's address, and delivered by the postal authorities.  1.2.1.5 Delivered by a courier service, and signed for by the recipient or his representative.
1.2.1.2	The address of the Employer is:  - Maquassi Hills Local Municipality



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



MAQUASSI HILLS LOCAL MUNICIPALITY  
TENDER No. MHLM/SCM/03/2024/25  
RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSTAD

Clause	Contract Data
	<p>18A Kruger Street WOLMARANSTAD 2630 Tel: (018) 596 1067</p> <p>The Employer's agent is (also known as the Engineer):</p> <ul style="list-style-type: none"><li>- Tsela Tsweu Consulting Engineers 1 Petrus Bosch Street WELKOM 9460 Tel: 057 352 7992 Fax: 086 548 7790</li></ul>
1.3.6	<p>Replace this clause with:</p> <p>The copyright in all documents, drawings and records (prepared by the Employer's Agent) related in any manner to the Works shall vest in the Employer or the Employer's Agent or both (according to the dictates of the Contract that has been entered into by the Employer's Agent and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
3.1.1	<p>Add the following words into to the sentence....</p> <p>..... <i>"shall be a registered professional in a built environment profession with a minimum of 5 years' experience that is appropriate to"</i> .....</p>
3.2.3	<p>The Employer's Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	<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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	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.
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> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.</p> <p>The Contractor shall submit an approved Health and Safety Plan to the Employer's Agent within 14 days from the date that the Agreement made in terms of the Form of Offer and Acceptance comes into effect.</p>
4.3.5	<p>Add the following new clause:</p> <p><b>Contractor's liability as mandatory</b></p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.3.6	<p>Add the following new clause:</p> <p><b>Contractor to notify Employer</b></p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all</p>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Clause	Contract Data
	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.
4.3.7	<p>Add the following new clause:</p> <p><b>Contractor's Designer</b></p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
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"><li>• Health and Safety Plan (Refer to Clause 4.3)</li><li>• Initial Programme (Refer to Clause 5.6)</li><li>• A detailed cashflow forecast (Refer to Clause 5.6.2.6)</li><li>• Security (Refer to Clause 6.2)</li><li>• Insurance (Refer to Clause 8.6)</li></ul>
5.3.2	<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	The access and possession of Site shall not be exclusive to the Contractor but as set out in the site information.
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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
	in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.8.1	The non-working days are Sundays.  Special non-working days shall be all South African Statutory holidays and the official building holidays commencing on 16 December and ending 5 January.
5.12.5	<p>Add the following new clause:</p> <p><b>Extension of time due to Abnormal Rainfall</b></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> $V = (N_w - N_n) + (R_w - R_n)/20$ <p>Where:</p> <p>V = Extension of time in calendar days for the calendar month under consideration</p> <p>N<sub>w</sub> = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded</p> <p>R<sub>w</sub> = Actual total rainfall in mm recorded during the calendar month under consideration</p> <p>N<sub>n</sub> = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter</p> <p>R<sub>n</sub> = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be</p>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



Clause	Contract Data																																										
	<p>used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of <math>N_n</math>, then V shall be taken as being equal to minus <math>N_n</math>. 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.</p> <p>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.</p> <p>Regional rainfall records will be applicable to this. The following values of <math>N_n</math> and <math>R_n</math> shall apply:</p> <table><tr><th>Month</th><th><math>R_n</math> (mm)</th><th><math>N_n</math> (days)</th></tr><tr><td>January</td><td>102</td><td>10.3</td></tr><tr><td>February</td><td>79</td><td>8.5</td></tr><tr><td>March</td><td>71</td><td>8.7</td></tr><tr><td>April</td><td>53</td><td>5.9</td></tr><tr><td>May</td><td>18</td><td>2.4</td></tr><tr><td>June</td><td>7</td><td>1.3</td></tr><tr><td>July</td><td>5</td><td>1.0</td></tr><tr><td>August</td><td>9</td><td>1.1</td></tr><tr><td>September</td><td>20</td><td>2.6</td></tr><tr><td>October</td><td>57</td><td>6.2</td></tr><tr><td>November</td><td>75</td><td>8.6</td></tr><tr><td>December</td><td>75</td><td>9.2</td></tr><tr><td>Total</td><td>571</td><td>66</td></tr></table>	Month	$R_n$ (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
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																																									

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





Clause	Contract Data
5.13.1	The penalty for failing to complete the Works is R3 000/day of works and/or Employer's Agent's instruction.
5.13.3	<p>Add the following new Clause.</p> <p>The imposition of penalties in terms of Clause 5.13.1 shall not relieve the Contractor from his obligation to complete the works, nor from any of his obligations and liabilities under the Contract.</p>
5.13.4	<p>Add the following new Clause:</p> <p>If the Contractor shall, without the prior written permission of the Employer's Agent, in respect of any portions of the Works which are prescribed in the Scope of Work to be executed using labour intensive construction methods, or for which the maximum size and capacity of mechanical plant and equipment is restricted in terms of the Contract:</p> <ul style="list-style-type: none"><li>• fail to execute such portions of the Works, or any parts thereof, utilising labour intensive construction methods strictly in accordance with the provisions of the Contract; or</li><li>• utilise in the execution of such portions of the Works, or any parts thereof, mechanical plant or equipment which is in conflict with the terms of the Contract; or</li><li>• utilise in the execution of such portions of the Work, workers drawn from sources other than those allowed in terms of the Contract;</li></ul> <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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
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	<p>The application of a Contract Price Adjustment factor <b>will not</b> apply to this Contract.</p>
6.8.3	<p>Price Adjustments for variations in the cost of special materials is not allowed.</p>
6.8.4	<p>In line 6 delete the words "between the Employer and the Contractor".</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is 80%.</p>
6.10.3	<p>The percentage retention is 10% of a payment claim up to a maximum of 5% of the total construction value per Works Instruction.</p>
6.11.1.3	<p>Delete this clause in total.</p>
8.6.1.3	<p>The limit of indemnity for liability insurance is R10 000 000 per event, the number of events being unlimited.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Clause	Contract Data
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).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

**END OF SECTION**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

## PERFORMANCE GUARANTEE

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

### GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

.....

Physical address: .....  
.....

"Employer" means: Maquassi Hills Local Municipality

"Contractor" means:

.....

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

"Works" means: **CONTRACT NO. MHLM/SCM/MIG/ 01/2022/23: Upgrading of Roads and Stormwater in Taxi Route from Piet Retief Street to Maitemogelo Comprehensive School.**

"Site" means: Taxi Route from Piet Retief Street to Maitemogelo Comprehensive School and all related storm water structures in its immediate vicinity.

"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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



"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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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 b 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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





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**



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## PART C2: PRICING DATA

C2.1	PRICING INSTRUCTIONS .....	93
C2.2	BILL OF QUANTITIES .....	95

Contractor

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Witness 2

Employer

Witness 1

Witness 2



## C2.1 PRICING INSTRUCTIONS

1. The **Bills of Quantities** have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seventh Edition, Second revised 2015). Where applicable the:
  - a. Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 2001 Standardised Specification for Civil Engineering Works.
  - b. Electrical work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Electrical Work, published by the Association of South African Quantity Surveyors (July 1994).
  - c. Mechanical work has been drawn up in accordance with the provisions of the Model Bill of Quantities for Mechanical Work, published by the Association of South African Quantity Surveyors (July 1990).
2. The Conditions of Contract are the **JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 5.0 (reprint 1) of July 2007)** prepared by the Joint Building Contracts Committee Inc. The **ASAQS Preliminaries (August 2010 edition)** published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement inclusive of the Contract Data Addenda EC and CE shall be deemed to be incorporated herein.

The additions, deletions and alterations to the **JBCC** Principal Building Agreement inclusive of the **Contract Data** Addenda EC and CE and the Preliminaries as well as the contract specific variables are as stated in the **Contract Data**. Only the headings and clause numbers for which allowance must be made in the **Bills of Quantities** are recited.
3. It will be assumed that prices included in the **Bills of Quantities**, unless otherwise stated in the **Scope of Work**, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
4. The drawings listed in the **Scope of Works** used for the setting up of these **Bills of Quantities** are kept by the **Principal Agent** and can be viewed at any time during office hours up until the completion of the works.
5. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may only be substituted with the written approval of the **Principal Agent**.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6. Where any item is not relevant to this specific agreement, such item is marked **not applicable**.
7. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the **Bills of Quantities**.
8. The **Bills of Quantities** is not intended for the ordering of materials. Any ordering of materials, based on the **Bills of Quantities**, is at the **Contractor's risk**.
9. The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **Bills of Quantities** are nett (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## PART C2: BILLS OF QUANTITIES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Item	Bill description				Unit	Bill Qty	Rate	Amount
	<b>SECTION NO. 1:</b> <b>BILL NO. 1: PRELIMINARIES AND GENERAL</b>  i) The agreement is to be the JBCC Series 2000 Principal Building Agreement prepared by the Joint Building Contracts Committee, July 2007 edition 5  ii) The preliminaries are to be the JBCC Series 2000 Preliminaries prepared by the Joint Building Contracts Committee, May 2005 edition and shall be deemed to be incorporated herein  iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary  iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading  v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable")  vi) If Alternative A as set out in clause B10.3 hereinafter is to be used for the adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories, where "Fixed" denotes a fixed amount (amount not to be varied), "Variable" denotes an amount variable in proportion to value and "Time" denotes an amount in proportion to time  <b><u>FIXED CHARGE ITEMS</u></b>    1 Contractual requirements including all sureties and insurance  2 Establishment of Facilities on the Site for the Contract :							
					Sum	1		-
					Sum	1		-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## MAQUASSI HILLS LOCAL MUNICIPALITY

TENDER No. MHLM/SCM/03/2024/25

## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

3	All other fixed charge and obligations	Sum	1		-
4	Prepare Health & Safety Plan and Compliance with Health & Safety Specification and Regulations	Sum	1		-
	<b>TIME-RELATED ITEMS</b>				
	Contractual Requirements	Month	4		-
	<b>Carried Forward</b>				-

Item	Bill description					Unit	Bill Qty	Rate	Amount
	<b>Brought Forward</b>								-
5	Operate and maintain facilities on the Site for the contractor:					Month	4		-
6	Supervision for duration of construction					Month	4		-
7	Company and head office overhead costs for the duration of the contract					Month	4		-
8	Other time related obligations. All other time related obligations, including custody of drawings and programme to be furnished.					Month	4		-
9	Compliance with Health & Safety Specification and Regulations					Month	4		-
	-								-
	-								-
	-								-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

<b>BILL NO. 1: PRELIMINARIES AND GENERAL TOTAL</b>					-

Item	Bill description					Unit	Bill Qty	Rate	Amount
	<b>SECTION NO. 2: DEMOLITION &amp; REBUILDING</b> <b>BILL NO. 1: DEMOLITIONS &amp; PREPARATORY WORK</b>  <i>Preambles</i> <i>Please note that the model preambles will be applicable for all succeeding trades.</i> <i>For preambles refer to " Model Preambles for Trades</i> ----- SUPPLEMENTARY PREAMBLES Site inspection The contractor shall visit the site and satisfy himself as to the nature and the extent of the work to be done. Explosives No explosives may be used for demolition work unless otherwise stated. General The contractor shall carry out the whole of the works with as little disturbance and pollution as possible with a minimum of disturbance to adjoining premises and tenants. The contractor shall provide proper protection that may be necessary during the progress of the works, all to the satisfaction of the principal agent.  All material becomes the property of the Contractor UNLESS otherwise stated and are to be removed by the contractor from the site. All debris and rubbish arising from the alterations are to be immediately carted away and the site left safe, clear and unencumbered.  Any breaking up, breaking down, etc. and removal of existing work must be done with the greatest of care to prevent any form of								

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2





## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

	structural or other damage to work or items not required to be removed or altered. The Contractor may be held liable for any such expense caused by careless demolitions.  All rates are deemed to include for the necessary scaffolding (where applicable) to execute the works.  All demolition and removal of structural components shall commence under the strict supervision of the Structural Engineer.  Materials described as "remove/ removal/ removing" will be removed/ carted away from site immediately, and is deemed to be included in the tendered rates, unless otherwise stated.  SITE CLEARANCE				
1	Removal and clearing out of all rubble (including carting off site)	item	1		-
Carried Forward					-

Item	Bill description				Unit	Bill Qty	Rate	Amount
	<b>Brought Forward</b>							-
	REMOVAL OF EXISTING WORK							
	<u>Breaking up and removing brickwork, etc (including finish, i.e. plaster/ tiling/ paint, etc).</u>							-
2	Half brick walls _ cupboard walls				m <sup>2</sup>	6.55		-
3	Break uot opening in existing half brick wall				m <sup>2</sup>	7.15		-
	<u>Taking down and removing sundry joinery work, fittings, ect</u>							
4	Timber cupboard 12m x 600mm x 900mm high				No	1		-
	<u>Taking down and removing ceilings</u>							-
5	Suspended ceilings including ceiling hangers				m <sup>2</sup>	124.9		-
	<u>Removal of floor covering and skirting</u>							
6	Carpet - Council Chamber				m <sup>2</sup>	103.9		-
7	Floor tiles - Public Gallery				m <sup>2</sup>	21		-
8	Timber skirting				m	39.5		-
	PREPARATORY WORK TO EXISTING SURFACES							



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

	<u>Preparatory work to existing surfaces</u>				
9	Presure wash corrugated roof sheets over Council chamber, Gallary and office	m <sup>2</sup>	290		-
10	Cleaning existing walls - Council Chamber & Public Gallery	m <sup>2</sup>	165.5		-
Carried Forward					-

Item	Bill description				Unit	Bill Qty	Rate	
	<b>Brought Forward</b>							-
	<b>BILL NO. 2: MASONRY (PROVISIONAL)</b>							
	<i>Preambles</i>							
	<i>For preambles refer to " Model Preambles for Trades</i>							
	-----							
	SUPERSTRUCTURE- NFX bricks in class II mortar							
1	Half brick walls - Control room	m <sup>2</sup>	4.6					-
2	Half brick walls - Podiums agains existing walls	m <sup>2</sup>	5.8					-
3	One bridk walls - Podiums	m <sup>2</sup>	11.6					-



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



MAQUASSI HILLS LOCAL MUNICIPALITY  
TENDER No. MHLM/SCM/03/2024/25  
RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

Carried Forward					-

Item	Bill description				Unit	Bill Qty	Rate	
	Brought Forward							-
	<b>BILL NO. 3: WATERPROOFING</b>							
	<i>Preambles</i>							
	<i>For preambles refer to "Model Preambles for Trades"</i>							
	-----							
	WATERPROOFING TO CORRUGATED ROOF							
1	Strip damaged water proofing on overlaps and on roof screws.				m <sup>2</sup>	290		-
2	abe "super laycrl" or equal approved on overlaps and screws with stitch bond polyester membrane				m <sup>2</sup>	290		-

Contractor

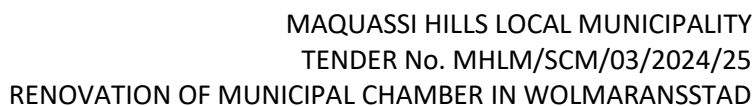
Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Witness 2



MAQUASSI HILLS LOCAL MUNICIPALITY  
TENDER No. MHLM/SCM/03/2024/25  
RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

Carried Forward					-

Item	Bill description				Unit	Bill Qty	Rate	
	Brought Forward							-
	<b>BILL NO. 5: PLASTERING</b>							
	<i>Preambles</i>							
	<i>For preambles refer to " Model Preambles for Trades</i>							
	-----							
	SCREEDS							
	<u>Screeds on concrete</u>							
1	Self level screed on Public Gallery floor				m <sup>2</sup>	21		-
	<b>INTERNAL PLASTER</b>							
	<u>One coat cement plaster on brickwork or concrete</u>							
2	On internal walls - Where walls was demolished and Control room				m <sup>2</sup>	10.5		-
3	On narrow widths including cills and reveals - Control room window				m <sup>2</sup>	0.77		-
	Rhinitote on newly plastered surfaces							
4	One smooth coat				m <sup>2</sup>	11.27		-

Contractor

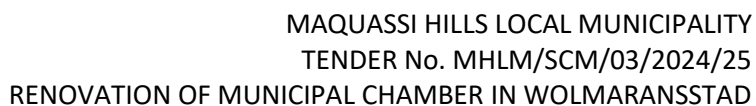
Witness 1

Witness 2

Employer

Witness 1

Witness 2

[illegible]

item	Bill description					unit	Bill Qty	Rate	
	<b>Brought Forward</b>								-
	<b>BILL NO. 6: CONCRETE SURFACE BEDS</b>								
	<i>Preambles</i>								
	<i>For preambles refer to " Model Preambles for Trades</i>								
	<u>Back fill and compaction</u>								
	<u>G5 fill material and compaction to min 90% MOD AASHTO</u>								
	-								-
1	Supply to site and lay in new podiums					m <sup>3</sup>	21		-
	<u>25mPa ready mix concrete - floated to take floor finish</u>								
2	Supply to site and lay for new podiums					m <sup>3</sup>	5		-

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Contractor

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Witness 1

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Witness 2

Page 10 of 10

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



Carried Forward					-

item	Bill description				unit	Bill Qty	Rate	
	Brought Forward							-
	<b>BILL NO. 7: PAINTWORK</b>							
	SUPPLEMENTARY PREAMBLES							
	Preparation work							
	<u>All rates to include the necessary sanding, cleaning and preparation work for painting.</u>							
	- Previously painted plastered surfaces							
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth							
	Previously painted metal surfaces							
	Surfaces shall be thoroughly rubbed and cleaned down. Blistered or peeling paint shall be completely removed down to bare metal							
	ON FLOATED PLASTER							

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

	<u>One coat primer and two coats luxury washable paint</u>				
1	On internal existing plastered and painted walls	m <sup>2</sup>	120.1	-	
2	On internal newly plastered walls	m <sup>2</sup>	11.27	-	
	ON METAL				
	<u>Clean, sand down, prepare surfaces to receive One coat universal primer and two coats enamel paint</u>				
3	On existing window frames - both sides	m <sup>2</sup>	44.1	-	
	ON TIMBER				
	<u>Apply one coat primer for wood and Two coats woodcare clear varnish or other approved for external use</u>				
4	On new timber skirtings	m	62	-	
SECTION NO. 2: DEMOLITION & REBUILDING TOTAL					-

item	Bill description					unit	Bill Qty	Rate	
	<b>SECTION NO. 3: PROVISIONAL SUMS</b>								
	<b>BILL NO. 1</b>								
	Selected Sub - Contractors								
	The following provisional sums cover the complete supply and installation of material and equipment by firms of specialists to be nominated or selected sub-contractors and are NETT, that is the sum does not include for builders discount								
	The following Provisional Amounts are to be tendered separately and the contractor/specialist to be appointed by the Main Contractor as a Selected Sub Contractor and not as Nominated Sub Contractor. The Main Contractor will be allowed to tender for such work								
	Profit and Attendance on Nominated and Selected Sub-contractors								
	The Contractor may allow under the "profit and attendance" item for any profit and attendance he/she considers necessary. If the Contractor allows an amount for profit and attendance, this amount will be adjusted in direct proportion to the final value of the specialist work								
	Attendance" is to allow for giving every facility to attending upon and								



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2





## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

	<p>making good in all trades after the Specialists have completed their work, for providing the use of all water, electricity, storage space for materials, etc. the use of general amenities, i.e. latrines, etc., for the specialists and their workmen. For maintaining conduits, sleeve pipes, etc. in position during the building operations and providing the use of all ordinary scaffolding and plant. The Contractor is to leave erected scaffolding in position for the period required for work by the nominated sub-contractors under this contract</p> <p>All provisional amounts are deemed to be work undertaken by selected subcontractors (As per BoQ) appointed in terms of the JBCC Principal Building Agreement (2007 or latest). Should the contractor be instructed (whether implicitly or explicitly) to appoint any specialist as a domestic subcontractor the contractor shall henceforth claim 10% profit and attendance in lieu of the contract mark-up for selected subcontractors.</p> <p>-----</p> <p>SELECTED SUBCONTRACTORS</p> <p><u>ELECTRICAL INSTALLATION</u></p>				
1	Allow for a new electrical installation including, cables, DB's installation of light fittings etc. BUT excluding the supply and delivery of light fittings	item	1		-
	<b>Carried Forward</b>				-

item	Bill description				unit	Bill Qty	Rate	
	<b>Brought Forward</b>							-
2	Allow for profit and attendance on all the above if required				%	-		-
	<b>NEW LIGHT FITTINGS</b>							
3	Allow for the supply and delivery to site, of ceiling light fittings.				No	1		-
4	Allow for the supply and delivery to site, of recessed 600x1200 LED light fittings.				No	18		-
5	Allow for profit and attendance on all the above if required				%	-		-
	<b>PLUG SOCKETS</b>							
6	Allow for the supply and delivery to site, of power and data sockets for desks				No	42		-



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2



## MAQUASSI HILLS LOCAL MUNICIPALITY

TENDER No. MHLM/SCM/03/2024/25

## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

7	Allow for the supply and delivery to site, of power sockets in walls	No	4		-
8	Allow for profit and attendance on all the above if required	%	-		-
	LIGHT SWITCHES				
9	Allow for the supply and delivery to site, of light switches in walls	No	1		-
10	Allow for the supply and delivery to site, of dimable light switches in walls	No	1		-
11	Allow for profit and attendance on all the above if required	%	-		-
12	Allow for COC of area worked on	item	1		-
	AUTOMATION				
13	Allow for a new electrical audio & visual system including, cables, Microphones. Ceiling mounted speakers, display monitors, sound equipment with recording capability. See annexure B	Item	1		-
14	Allow for profit and attendance on all the above if required	%	-		-
	AIR CONDITIONING				
	<b>Carried Forward</b>				-

item	Bill description					unit	Bill Qty	Rate	
	<b>Brought Forward</b>								-
15	Allow for a new 60000 BTU – Under ceiling air conditioner					No	2		-
16	Allow for a new 18 000 BTU – Under ceiling air conditioner					No	1		-
17	Allow for profit and attendance on all the above if required					%	-		-
	BUILD IN FURNITURE								
18	Allow for new build in council chamber desks. Steel hollow section frames with veneer faced chipboard and hardwood trims Work surface to be 32mm Formica LifeSeal worktops					Item	1		-
19	Allow for new timber wall panel 3400mm x 2420mm high					Item	1		-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD

	Chipboard with hardwood trims and accoustic slats				
20	Steel balustrade	No	1		-
21	Allow for new pedestal seating	No	42		-
22	Allow for profit and attendance on all the above if required	%	-		-
	ALUMINIUM WINDOWS AND GLAZING				
23	Allow for new aluminium window frame with double glazing and one way tinted film. 75mm sq hollow section post 4470mm x 1600mm high	Item	1		-
24	Allow for profit and attendance on all the above if required	%	-		-
	<b>SECTION NO. 3: PROVISIONAL SUMS</b>				-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SUMMARY OF SCHEDULES**

SECTION	DESCRIPTION	AMOUNT (RANDS)
1	SECTION NO. 1 : PRELIMINARY & GENERAL	.....
2	SECTION NO. 2 : DEMOLITION AND BUILDING	.....
3	SECTION NO. 3 : PROVISIONAL SUMS	.....
	SUBTOTAL	..... .....
	CONTINGENCIES 10%	.....
	Add 15% VAT	..... .....
	TOTAL	..... .....

**END OF SECTION**

---



## **PART C3: SCOPE OF WORKS**



## **C3: SCOPE OF WORKS**

### **1. Description of the works [1.1]**

Renovation of Municipal Chamber in Wolmaransstad.

The works consist of the renovation and upgrading of the existing Municipal Chamber at the Municipal head office in Wolmaransstad. Demolishing of indicated existing internal walls, construction of new elevated chamber seating, including furniture, electrical amendments and installation, plastering and masonry works. Waterproofing of existing corrugated steel roof, removal and replacement of existing suspended ceiling complete with new lighting and ancillary works.

### **2. Existing premises will be in use and occupied [16.6]**

Contractors should take note that the main building will be occupied. The Contractor will be required to secure the working area to prevent access and injuries to the staff and public.

### **3. Drawings**

2432-01 – Ground Floor Plan  
2432-02 – Ceiling and Lighting Layout Plan

## **4 Construction**

### **4.1 Works specification**

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these **bills of quantities** and no claims arising from brevity of descriptions of items fully described in the said Model Preambles will be entertained

### **4.2 Applicable SANS 2001 standards**

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works.

#### **4.2.1 Applicable national and international standards**

All applicable National and International standards for construction works applicable to general building shall be applicable.

### **4.3 Particular / generic specifications**

Any particular/generic specification applicable to a specific item/element will be addressed as a supplementary preamble in front of each bill/trade.

### **4.4 Plant and materials supplied by the employer**



N/A

#### 4.5 Existing services

##### 4.5.1 Known services

N/A

#### 4.6 Temporary services [B6]

##### 4.6.1 Water [B6.1]

The **Employer** does not warrant that any water supply that may exist is adequate for the proper execution of the **works**. Where such supply is inadequate, the **contractor** shall provide an adequate supply at his own expense. Water for the **works** shall be provided by:

###### Option A

The **contractor** including necessary temporary plumbing

No

###### Option B

The **employer** free of charge to the **contractor**. The **contractor** shall connect to the existing water supply at approved points and execute any necessary temporary plumbing

Yes

###### Option C

The **employer** to the **contractor**. The **contractor** shall make connections to the existing water supply at approved points, supply and install meters and execute any necessary temporary work. The **employer** shall meter the consumption for which the **contractor** shall be responsible

No

##### 4.6.2 Electricity [B6.2]

The **Employer** does not warrant that any electricity supply that may exist is adequate for the proper execution of the **works**. Where such supply is inadequate, the **contractor** shall provide an adequate supply at his own expense. Electricity and lighting for the **works** shall be provided by:

###### Option A

The **contractor** including necessary temporary installation work

No

###### Option B

The **employer** free of charge to the **contractor**. The **contractor** shall connect to the existing electricity supply at approved points and execute any necessary temporary installation

Yes

###### Option C

The **employer** to the **contractor**. The **contractor** shall make connections to the existing electricity supply at approved points, supply and install meters and execute any necessary



temporary work. The **employer** shall meter the consumption for which the **contractor** shall be responsible

#### 4.6.3 Telecommunication facilities [B6.3]

The **contractor** shall not be required to provide the following telecommunication facilities and shall not be entitled to recover usage costs from the users thereof

Telephone

Facsimile

E-mail

#### 4.6.4 Ablution facilities [B6.4]

Ablution facilities shall be provided for the use of all persons on the **site** by:

##### Option A

The **contractor** who shall maintain such facilities in a thoroughly clean and tidy condition

##### Option B

The **employer** who shall permit the use of existing facilities. The **contractor** shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense

#### 4.7 Facilities provided by the contractor

The contractor shall provide, maintain and remove on completion: All plant, equipment, scaffolding, tools and the like required by the contractor for the due and proper fulfilment of the works.

##### 4.7.1 Office accommodation for meetings [19.1.2]

Sufficient office accommodation for meetings held on site which shall be kept clean and fit for use at all times.

##### 4.7.2 Advertising rights [19.2]

All advertising rights on the site and the hoarding are reserved exclusively for the employer.

##### 4.7.3 Notice boards [19.2]

Not Applicable

##### 4.7.4 Enclosure of the works [19.1.1]





The contractor shall erect, maintain and remove on completion, hoardings with gantries, fans, safety screens, barriers, access gates, covered gangways and the like as necessary for the enclosure of the works and elements thereof, all for the protection of the public and others.

## **5 Management**

### **5.1 Management of the works**

#### **5.1.1 Applicable SANS 1921 standards**

All site pegs, boundary beacons and datum levels shall be identified and all values of these items shall be provided to the contractor at the access dates.

#### **5.1.2 Planning and programming [15.6]**

The contractor to supply a sufficient detailed program on Microsoft Project indicating all milestone dates, etc.

#### **5.1.3 Protection of the works [B9.1]**

#### **5.1.4 Protection of existing trees and shrubs [16.8]**

Protection of existing trees and shrubs is required. Where "yes" the specific requirements are described below or detailed in the contract documents  
Trees and plants that are to be removed will be pointed out by the Principal Agent (removal elsewhere included in these Bills of Quantities)

#### **5.1.5 Disturbance [B9.5]**

Adjacent buildings will be used by staff and public and disturbance must be limited and not influence the day to day activities of the Municipality.

#### **5.1.6 Environmental disturbance [B9.6]**

*Extreme care must be taken not to disturb the direct environment, natural or otherwise*

#### **5.1.7 Other contractors on site**

N/A

#### **5.1.8 Annexures**

Health & Safety Specification  
Drawings

page 1-27



## **PART C4: SITE INFORMATION**



## C4.1: The Site

The site is located at the municipal building at 19 Kruger Steet, Wolmaransstad.

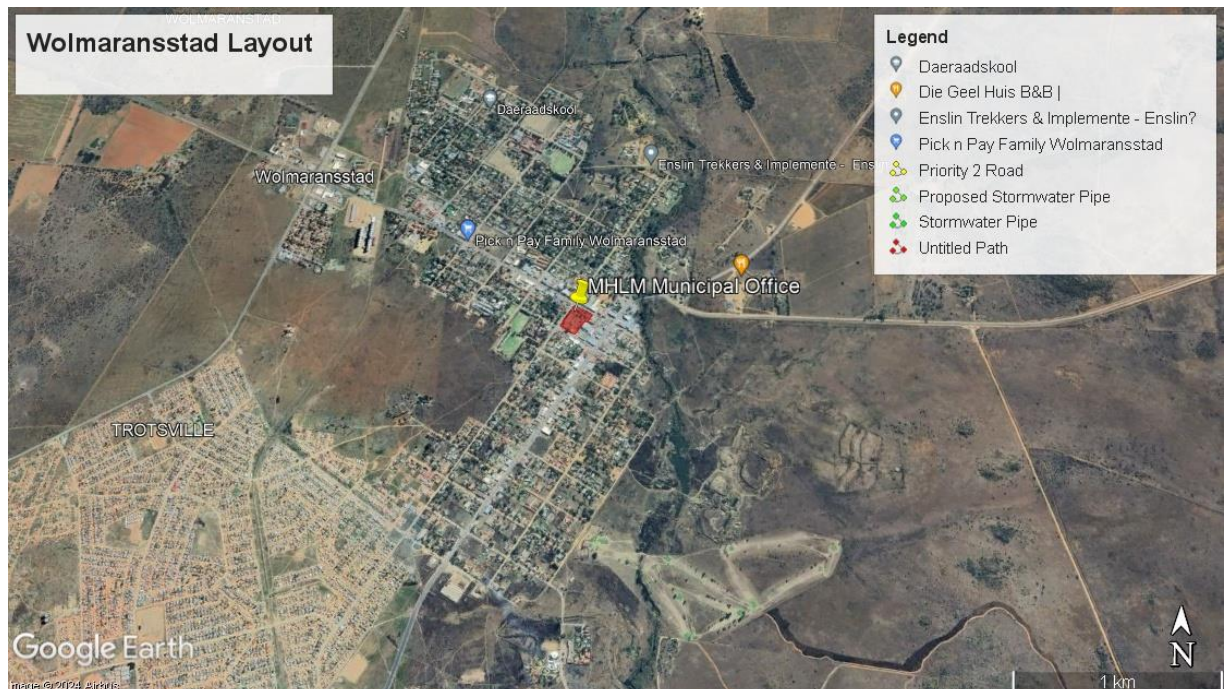
The contractor shall be deemed to have inspected the site and any existing structures thereon and thoroughly acquainted himself with the conditions under which the works are to be executed including the means of access to the works, the conditions of the roads and generally of all matters which may influence the execution of the works.

## C4.2: Work Area

The contractor must restrict his activities to the immediate area surrounding the building worked on.

## C4.3: Access

The contractor's access to site must be planned and discussed with the Client prior to commencement of the works.





MAQUASSI HILLS LOCAL MUNICIPALITY  
TENDER No. MHLM/SCM/03/2024/25  
RENOVATION OF MUNICIPAL CHAMBER IN WOLMARANSSTAD





## **ANNEXURES**



## **HEALTH & SAFETY SPECIFICATION**





## OPERATIONAL HEALTH & SAFETY

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**END OF SECTION**





## **OCCUPATIONAL HEALTH AND SAFETY**

### **1 INTERPRETATIONS**

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

Construction work is defined as:

“Any work in connection with: -

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

### **2 GENERAL**

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

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

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

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

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



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

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

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

### **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 use  
Rules on storage and use of Flammable liquids and substances on site  
Rules on compressed gas cylinders  
Rules on handtools  
Rules on portable electrical equipment

### List of Risk Assessments

- ☐ Clearing and Grubbing of the area/site
- ☐ Site establishment including:
  - Office/s
  - Secure/safe storage for materials, plant and equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site
  - Dealing with existing structures
  - Location of existing services
  - Installation and maintenance of temporary construction electrical supply, lighting and equipment
  - Adjacent land uses/surrounding property exposures
  - Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
  - Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
  - Exposure to noise
  - Exposure to vibration
- ☐ Protection against dehydration and heat exhaustion
- ☐ Protection from wet and cold conditions
- ☐ Dealing with HIV/Aids and other diseases
- ☐ Use of portable electrical equipment including
  - Angle grinder
  - Electrical drilling machine



- Skill saw
- Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- Welding including
  - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
  - Trenching machine
  - Excavator
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives



- ☐ Protection from overhead power lines
- ☐ As discovered by the principal contractor's hazard identification exercise
- ☐ As discovered from any inspections and audits conducted by the employer or by the principal contractor or any other contractor on site
- ☐ As discovered from any accident/incident investigation

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

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

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

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

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

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

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

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

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

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

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



The Risk Assessment shall:

- Address hazards on site and hazards related to the type of work performed, Possible consequences of these hazards,
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

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

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

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

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

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

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

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

#### 4.4.2

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

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

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

Additional appointments shall follow as required by the Risk Assessment.





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

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

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

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

## 5 HEALTH AND SAFETY FILE

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

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

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**INFORMATION TO BE SUPPLIED BY THE TENDERER**

This following form shall be completed by the Tenderer.

**A Particulars of WCF**

Compensation Fund Registration No. ....

Expiring Date .....

**B. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:**

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

**C Particulars of Contractor's Health and Safety Representatives:**

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

**D Particulars of First Aider**

Name: .....

ID No. ....

Valid First Aid Certificate: Yes.....

No.....

**E Particulars of Fire Fighter**

Name: .....

ID No. ....

Valid Fire Training Certificate: Yes.....

No.....



F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

Incidents during last 12 months	Date	Degree of Injury	Production days lost	Costs involved.
1				
2				
3				
4				
5				
6				
7				

**END OF SECTION**



### **C3.5.3 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**



## **DRAWINGS**