

# MHLONTLO LOCAL MUNICIPALITY



**TENDER NO:260/R/H/MHLM-2023/24**

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING**

**CLOSING DATE: 11<sup>TH</sup> AUGUST 2023**

**NAME OF TENDERER:** \_\_\_\_\_

**TOTAL AMOUNT:** \_\_\_\_\_ (incl. VAT)

**EMPLOYER:**

**EMPLOYER'S AGENT**



The Municipality Manager  
Mhlontlo Local Municipality  
96 Church street  
Qumbu  
5180  
Tel: (047) 553 7000  
Email: [ntukwayo@mhlontlolm.gov.za](mailto:ntukwayo@mhlontlolm.gov.za)

Sonke Sanda Pty Ltd  
58 Blakeway Street  
Mthatha  
5099  
Tel: 047 531 4044  
Cell: 072 469 1221  
Email: [madikidaq@sonkesanda.com](mailto:madikidaq@sonkesanda.com)

## **1. PROTECTION OF PERSONAL INFORMATION**

### **1.1. Processing limitations**

It is recorded that, pursuant to its obligations under this Agreement, Service Provider will process Personal Information in connection with and for the purposes of the provision of the Services for or on behalf of Mhlontlo LM and will act as Mhlontlo LM's Operator for purposes of Protection of Personal Information Act (POPIA) no.4 of 2013. Unless required by law, Service Provider shall process the Personal Information only:

- 1.1.1.** On behalf of Mhlontlo LM and in compliance with its instructions and this Agreement;
- 1.1.2.** For the purposes connected with the provision of the Service Provider services or as specifically otherwise instructed or authorised by Mhlontlo LM in writing; and
- 1.1.3.** Service Provider shall treat the Personal Information that comes to its knowledge or into its possession as confidential and shall not disclose it without the prior written consent of Mhlontlo LM.

### **1.2. Security measures**

**1.2.1.** Service Provider warrants that it shall secure the integrity of the Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- (a) Loss of, or damage to, or unauthorised destruction of the Personal Information; and
- (b) Unlawful access to or processing of the Personal Information.

**1.2.2.** Service Provider shall take reasonable measures to:

- (a) Identify all reasonable foreseeable internal and external risks to the Personal Information in its possession or under its control;
- (b) Establish and maintain appropriate safeguards against the risk identified;
- (c) Regularly verify that the safeguards are effectively implemented;
- (d) Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- (e) Shall notify Mhlontlo LM of the risks identified and the safeguards established and implemented from time to time.

**1.2.3.** Service Provider shall:

- (a) Have due regard to generally accepted information security practices and processes which may apply to it;

- (b) Comply with Mhlontlo LM's information security practices and procedures and applicable industry or professional rules and regulations, of which Mhlontlo LM undertakes to keep Service Provider informed from time to time; and
- (c) Within five (5) business days of a request from Mhlontlo LM, Service Provider shall provide to Mhlontlo LM a written explanation and full details of the appropriate technical and organisational measures taken by or on behalf of Service Provider to demonstrate and ensure compliance with this clause.

### **1.3. Service Provider's general obligations with regards to Personal Information**

**1.3.1.** In addition to the other obligations set out in this clause, Service Provider shall:

- (a) Take reasonable steps to ensure the reliability of any of its employees who have access to the Personal Information;
- (b) Limit access to the Personal Information only to those employees who need to know to enable Service Provider to perform the services and ensure that employees used by Service Provider to provide the Services have undergone training in the care and handling of the Personal Information;
- (c) Deal promptly and properly with all reasonable inquiries from Mhlontlo LM relating to its Processing of the Personal Information and provide to Mhlontlo LM copies of the Personal Information in the format reasonably specified by Mhlontlo LM;
- (d) Promptly inform Mhlontlo LM of its inability to comply with Mhlontlo LM's instructions and this clause, in which case Mhlontlo LM is entitled to suspend the processing of Personal Information and/or terminate this Agreement;
- (e) Provide Mhlontlo LM with full co-operation and assistance in relation to any requests for access or correction or complaints made by Data Subjects; and
- (f) At the request of Mhlontlo LM or any regulatory body, submit its Personal Information Processing facilities for audit of the Processing activities covered by this Agreement.

### **1.4. Notifications**

**1.4.1.** Service Provider must notify Mhlontlo LM in writing:

- (a) Within 1 (one) business day or otherwise as soon as reasonably possible if any Personal Information has been or may reasonably believe to have been accessed or acquired by an unauthorised person or if a breach has occurred with reference to its use of the Personal Information under this Agreement. The notification must provide sufficient information to allow affected Data Subjects to take measures against the potential consequences of the compromise, including, if known to Service Provider, the identity of the unauthorised person who may have accessed or acquired the Personal Information;

- (b) Within 3 (three) business days of receipt thereof, of any request for access to or correction of the Personal Information or complaints received by Service Provider relating to Mhlontlo LM's obligations in terms of POPIA and provide Mhlontlo LM with full details of such request or complaint; and
- (c) Promptly of any legally binding request for disclosure of Personal Information or any other notice or communication which relates to the Processing of the Personal Information from any supervisory or governmental body.

#### **1.5. Return or destruction of Personal Information**

Upon termination of this Agreement or upon request by Mhlontlo LM, Service Provider shall return any material containing, pertaining or relating to the Personal Information disclosed pursuant to this Agreement to Mhlontlo LM. Alternatively, Service Provider shall, at the instance of Mhlontlo LM, destroy such material and shall certify to Mhlontlo LM that it has done so, unless the law prohibits Service Provider from doing so. In applying this destruction alternative, the Service Provider shall provide Mhlontlo LM with the Certificate of Destruction to confirm that the destruction was done in a manner that the Personal Information cannot be reconstructed to its original format. In that case, Service Provider warrants that it will guarantee the confidentiality of the Personal Information and will not actively process the Personal Information any further.

#### **1.6. Warranties**

Service Provider warrants that in addition to the warranties stated in the rest of this Agreement, it shall comply with all regulatory and statutory requirements which impact on or relate to Service Provider and the Services, including, but not limited to, POPIA.

#### **1.7. Indemnities**

Service Provider hereby indemnifies and holds harmless Mhlontlo LM from any and all penalties, claims, loss or damage arising from any claim or action brought against Mhlontlo LM and arising from or due to Service Provider's breach of its information protection obligations set out in this clause.

#### **1.8. Ownership of Information**

- 1.8.1.** Service Provider acknowledges and agrees that Mhlontlo LM retains all right, title and interest in and to the Personal Information.
- 1.8.2.** Service Provider shall not possess or assert any lien or other right against or to such Personal Information and no such Personal Information shall be sold, assigned, leased or otherwise disposed

of to third parties by Service Provider or commercially exploited by or on behalf of Service Provider or its employees.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY \_\_\_\_\_ 2023

\_\_\_\_\_  
FOR AND ON BEHALF OF MHLONTLO  
LOCAL MUNICIPALITY

FULL NAMES: MR. L. NDABENI  
CAPACITY: MUNICIPAL MANAGER

\_\_\_\_\_  
WITNESS 1:

\_\_\_\_\_  
WITNESS 2:

Names: \_\_\_\_\_

Names: \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

\_\_\_\_\_  
FOR AND ON BEHALF OF COMPANY  
NAME

FULL NAMES \_\_\_\_\_  
CAPACITY :COMPANY DIRECTOR

\_\_\_\_\_  
WITNESS 1:

\_\_\_\_\_  
WITNESS 2:

Names: \_\_\_\_\_

Names: \_\_\_\_\_

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# **PART T1**

## **TENDERING PROCEDURES**

## MHLONTLO LOCAL MUNICIPALITY



## T1.1: TENDER INVITATION

PROJECT NAME	CLUSTER NO & CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING DATE	CLOSING DATE
MHLONTLO 260	1 4 GB	260 /R/H/MHLM- 2023/24	27/06/2023	Non-compulsory on 06 July 2023 at Mhlontlo Offices in Qumbu Town Hall at 11H00.	11 <sup>TH</sup> August 2023  12h00 PM Qumbu Foyer
RURAL HOUSING	2 4 GB				
Cluster 1, 2, 3, 4,	3 4 GB				
(5, 7, 8, 9, &10)	4 4 GB				
	5 4 GB				
	6 4 GB				
	7 5 GB				
	8 4 GB				
	9 4 GB				
	10 4 GB				

Mhlontlo Local Municipality invites 10 X Suitably qualified, capable and experienced tenderers are hereby invited to tender for the construction of the above projects. The above project is situated in Mhlontlo Local Municipality within O.R. Tambo District Municipality.

Tenderers must take particular note of the following:

1. Tenderers are required to submit valid SARS Tax Pin with the tender in order to be considered.
2. Tenders must declare performance guarantee as per contract
3. Tenderers are required to submit the Company Profile.
4. Tenderers are required to submit proof of registration with CIDB, for A Joint venture must submit a proof of registration with consolidated CIDB grading.
5. NHBRC certificate



6. A valid original B-BBEE status level verification certificate or a certified copy thereof, sustaining the BBEE rating issued by a verification agency accredited by SANAS (South African Nation Accreditation system).
7. A Joint venture must submit a consolidated valid original B-BBEE status level verification certificate or A certified copy thereof substantiating their B-BBEE rating issued by a verification agency accredited by the SANAS (South African Nation Accreditation system).
8. Submit Joint Venture agreement in the case of joint venture.
9. Tenderers are required to submit the methodology
10. Tenderers must submit all the requirement as per returnable schedules and must be attached in a relevant page
10. Submit Proof of Municipal rates no later than one month
11. Submit Central Supplier Database Report or CSD Number
12. Failure to submit a comprehensive JV agreement (where applicable) individual partners are to comply and submit all relevant documents.
13. A pre-qualification criterion for preferential is applicable, therefore a minimum appointed service provider would be required sub-contract part of their works to the designated groups contemplated in terms of regulations 2017.

Failure to supply all supplementary information may result in the tender being deemed an incomplete tender and will not be considered forward.

Tender documents will be available from [www.etender.gov.za](http://www.etender.gov.za) and [www.mhlontloim.gov.za](http://www.mhlontloim.gov.za) on the 5<sup>th</sup> of July 2023.

### Evaluation Criteria

Tenderers will be evaluated for functionality and those who score equal or more than 70% will be considered for price and equity.

Description	Points
Proof of Local Address	<p><b>Maximum 20 Points Claimable</b></p> <ul style="list-style-type: none"> <li>➤ CK Document Address/CSD = <b>20 Points</b></li> <li>➤ Municipal Rates = <b>20 Points</b></li> <li>➤ Ward Councillor Letter = <b>20 Points</b></li> </ul>
Key Personnel Experience of Bricklayer and proposed team <b>(All Packages)</b>	<p><b>Maximum Claimable Points is 60</b></p> <p><b>CV of Site Agent B-Tech Civil Engineering/Building Management/Quantity Surveying and LIC NQF level 05 (35 Points)</b></p> <ul style="list-style-type: none"> <li>➤ B-Tech/BSc and 10 Years Experience = 35 Points</li> <li>➤ B-Tech/BSc and 5 Years Experience = 25</li> <li>➤ B-tech/BSc and 2 Years Experience = 15</li> <li>➤ B-Tech/BSc and Less than 2 Years Experience = 10 Points</li> </ul>

## MHLONTLO 260 RURAL HOUSING

	<ul style="list-style-type: none"> <li>➤</li> </ul> <p><b>CV of Site Agent with National Diploma in Civil Engineering/Building Management/Quantity Surveying and LIC NQF level 04 (15 Points)</b></p> <ul style="list-style-type: none"> <li>➤ National Diploma and 10 Years Experience = 15 Points</li> <li>➤ National Diploma and 5 Years Experience = 8</li> <li>➤ National Diploma and 2 Years Experience = 5</li> <li>➤ National Diploma and Less than 2 Years Experience = 2 Points</li> </ul> <p><b>CV of Bricklayer with Certificates 10 Points</b></p> <ul style="list-style-type: none"> <li>➤ Trade Certificates and 10 Years Experience = 10 Points</li> <li>➤ Trade Certificates and 5 Years Experience = 6</li> <li>➤ Trade Certificates and 2 Years Experience = 4</li> <li>➤ Trade Certificates and Less than 2 Years Experience = 2 Points</li> </ul> <p>Site Test for Bricklayers will be done on Appointment.</p>
Company experience in terms of building projects completed. The company must attach at least one completion certificate from previous client where they have successfully rendered the same service	<p><b>Maximum 10 Points Claimable</b></p> <ul style="list-style-type: none"> <li>➤ 5 Projects and More (10 Points)</li> <li>➤ 4 Projects (8 Points)</li> <li>➤ 3 Projects (6 Points)</li> <li>➤ 2 Projects (4 Points)</li> <li>➤ 1 Project (2 Points)</li> </ul>
Quality of methodology relevant to assignment step by step with time frames	<p><b>Maximum 10 Points Claimable</b></p> <ul style="list-style-type: none"> <li>➤ A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames (10 Points)</li> <li>➤ Basic methodology with time frames (6 Points)</li> <li>➤ Unclear methodology with no time frames (2 Points)</li> </ul>
<b>Total Points Claimable</b>	<b>100</b>

**Only Bidders who score 70% (70 Points) or more on Stage 1 would be evaluated further and eligible for award.**

Preferential Procurement Regulations, 2022 Pertaining to the MFMA will apply.

**80 points for price, and 20 Mhlontlo specific goals. The joint venture company needs to submit a consolidated B-BBEE certificate.**

All tenders shall hold good for 90 days after tender closing date. The Council is not bound to accept the lowest or any tender and or part thereof and the Council reserves the right to accept any tender in whole or in part. All electronic, telegraphic, telefax, e-mail and late tenders will not be considered and tenders not deposited in the tender box as prescribe in this notice will not be considered as well.

For enquiries regarding bid documents, please contact Ms B Jara at 066 4857564.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms N Tukwayo @

.....  
Municipal Manager  
Mr. L. Ndabeni  
Mhlontlo Local Municipality

## **T1.2 TENDER DATA**

### **T1.2.1 Standard Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F** of the **CIDB** Standard for Uniformity in Construction Procurement which are reproduced without amendment or alteration for the convenience of tenderers. 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 or inconsistency between it and the Standard Conditions of Tender.

#### **F.1 General**

##### **F.1.1 Actions**

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

##### **F.1.2 Tender Documents**

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data. The tender documents issued by Mhlontlo Local Municipality comprise of the following:

#### **Part T1: Tendering Procedures**

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data
- T1.3 Preferential Procurement Regulations – Mhlontlo Local Municipality

#### **Part T2: Returnable Documents**

- T2.1 List of returnable documents
- T2.2 Returnable schedules

#### **Part C1: Agreements and Contract Data**

- C1.1 Form of offer and acceptance
- C1.2 Contract Data
- C1.3 Blasting Indemnity

#### **Part C2: Pricing data**

- C2.1 Pricing instructions

C2.2 Activity schedules / Bills of Quantities

C2.3 Summary of schedule of works

**Part C3: Scope of work**

C3.1 Description of work

C3.2 HIV/AIDS Requirements

C3.3 Health and Safety Specification by Employer

C3.4 Particular Specification

## **Part C5 : Typical Standard Contract Administration Forms**

- C5.1 Site Diary
- C5.2 Site Instruction Book
- C5.3 Monthly Progress Reporting Schedule

### **F.1.3 Interpretation**

- F.1.3.1** The Tender Data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- F.1.3.2** These conditions of tender, the Tender Data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:
  - (b) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
  - (c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process; and
  - (d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels
  - (f) **Quality (Functionality)** means the totality of features and characteristics of a product of service that bear on its ability to satisfy stated or implied needs

### **F.1.5 the Employer's right to accept or reject any tender offer**

- F.1.5.1** The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.
- F.1.5.2** The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## F.2 Tenderers obligation

### F2.1 Eligibility

**F2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory, and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**F2.1.2.1** The following tenderers who are registered with the **CIDB**, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders:

- a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **4 GB for 9 Clusters and 5 GB for 1 Cluster** class of construction work; and
- b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

**F2.1.2.2** Joint ventures are eligible to submit tenders provided that:

- a) Every member of the joint venture is registered with the CIDB;
- b) Every member of the joint venture should have attended the briefing;
- b) The lead partner has a contractor grading designation in the **4 GB for 9 Clusters and 5 GB for 1 Cluster** class of **General Building**; and
- c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for **4 GB class for 9 Clusters and 5 GB for 1 Cluster** of construction work or two contractors registered in contractor grading designation **3 GB one** contractor registered in contractor grading designation **4 GB for 9 Clusters and 5 GB for 1 Cluster** and two registered in contractor grading designation **4 GB and 5 GB**.
- (d) A Joint Venture Agreement in line with CIDB Regulations and **Mhlontlo Local Municipality** Supply Chain Management Policy in MBD 6.1 (8).
- (e) Tax Clearance Certificates of both Partners are attached in the Document.
- (f) **CIDB** Certificates or CRS Numbers for both Joint Venture Partners are attached.

### F.2.2 Cost of tendering

Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

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

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Tender Data, in order to take the addenda into account.

### **F.2.7 Site visit and clarification meeting**

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

### **F.2.8 Seek clarification**

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

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the Employer (if any) may not be for the full cover required in terms of the Conditions of Contract identified in the Contract Data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 pricing the tender offer**

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

**F2.10.2** Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the Conditions of Contract identified in the Contract Data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the Tender Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

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

### **F.2.12 Alternative tender offers**

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

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the Tender Data or criteria otherwise acceptable to the Employer.

### **F.2.13 submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the Scope of Work, unless stated otherwise in the Tender Data.

**F.2.13.2** Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the Tender Data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the Tender Data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the Tender Data, place and seal the returnable documents listed in the Tender Data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the Employer's address and identification details as stated in the Tender Data.

**F.2.13.8** Accept that the Employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.



#### **F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.

#### **F.2.15 Closing time**

**F.2.15.1** Ensure that the Employer receives the tender offer at the address specified in the Tender Data not later than the closing time stated in the Tender Data. Proof of posting shall not be accepted as proof of delivery. The Employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender Data.

**F.2.15.2** Accept that, if the Employer extends the closing time stated in the Tender Data for any reason, the requirements of these conditions of tender apply equally to the extended deadline

#### **F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Tender Data after the closing time stated in the Tender Data.

**F.2.16.2** If requested by the Employer, consider extending the validity period stated in the Tender Data for an agreed additional period.

#### **F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

#### **F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), pre-referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the Employer, where required.

#### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

#### **F.2.20. Submit securities, bonds, policies, etc.**

If requested, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

Include in the tender submission or provide the Employer with any certificates as stated in the Tender Data.

### **F.3 The Employer's undertakings**

#### **F.3.1 Respond to request from the tenderer**

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

**F.3.4.2** Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the Tender Data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request if the employer deemed necessary.

#### **F.3.5 Two-envelope system**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

### **F.3.9. Arithmetical errors, omissions and discrepancies.**

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

**F.3.9.2** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

## **EVALUATION CRITERIA**

### **Stage 1: Evaluation on Functionality**

Under functionality, Bidders must achieve a minimum of 70% of functionality points in order to be considered for further evaluation in stage 2 (Evaluation on Price and Specific goals).

<b>Description</b>	<b>Points</b>
Proof of Local Address	<p><b>Maximum 20 Points Claimable</b></p> <ul style="list-style-type: none"> <li>➤ CK Document Address/CSD = <b>20 Points</b></li> <li>➤ Municipal Rates = <b>20 Points</b></li> <li>➤ Ward Councillor Letter = <b>20 Points</b></li> </ul>
Key Personnel Experience of Bricklayer and proposed team <b>(All Packages)</b>	<p><b>Maximum Claimable Points is 60</b></p> <p><b>CV of Site Agent B-Tech Civil Engineering/Building Management/Quantity Surveying and LIC NQF level 05 (35 Points)</b></p> <ul style="list-style-type: none"> <li>➤ B-Tech/BSc and 10 Years Experience = 35 Points</li> <li>➤ B-Tech/BSc and 5 Years Experience = 25</li> <li>➤ B-tech/BSc and 2 Years Experience = 15</li> <li>➤ B-Tech/BSc and Less than 2 Years Experience = 10 Points</li> <li>➤</li> </ul> <p><b>CV of Site Agent with National Diploma in Civil Engineering/Building Management/Quantity Surveying and LIC NQF level 04 (15 Points)</b></p> <ul style="list-style-type: none"> <li>➤ National Diploma and 10 Years Experience = 15 Points</li> <li>➤ National Diploma and 5 Years Experience = 8</li> <li>➤ National Diploma and 2 Years Experience = 5</li> <li>➤ National Diploma and Less than 2 Years Experience = 2 Points</li> </ul> <p><b>CV of Bricklayer with Certificates 10 Points</b></p> <ul style="list-style-type: none"> <li>➤ Trade Certificates and 10 Years Experience = 10 Points</li> <li>➤ Trade Certificates and 5 Years Experience = 6</li> <li>➤ Trade Certificates and 2 Years Experience = 4</li> <li>➤ Trade Certificates and Less than 2 Years Experience = 2 Points</li> </ul> <p>Site Test for Bricklayers will be done on Appointment.</p>
Company experience in terms of projects completed. The company must attach at least one completion certificate from previous client where they have successfully rendered the same service	<p><b>Maximum 10 Points Claimable</b></p> <ul style="list-style-type: none"> <li>➤ 5 Projects and More (10 Points)</li> <li>➤ 4 Projects (8 Points)</li> <li>➤ 3 Projects (6 Points)</li> <li>➤ 2 Projects (4 Points)</li> <li>➤ 1 Project (2 Points)</li> </ul>
Quality of methodology relevant to assignment step by step with time frames	<p><b>Maximum 10 Points Claimable</b></p> <ul style="list-style-type: none"> <li>➤ A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames (10 Points)</li> </ul>

## MHLONTLO 260 RURAL HOUSING

	<ul style="list-style-type: none"><li>➤ Basic methodology with time frames (6 Points)</li><li>➤ Unclear methodology with no time frames (2 Points)</li></ul>
<b>Total Points Claimable</b>	<b>100</b>

Functionality will be evaluated based on the following criteria and bidders who failed to score a minimum functionality assessment of 70% will be considered non-responsive and will not be evaluated further.

### ADMINISTRATIVE COMPLIANCE

Mandatory requirements – Only bidders who have submitted the following documents will be considered, namely:

- SARS TAX PIN
- Letter of Good standing, COIDA
- Proof of CIDB registration and Grading of **4 GB for 9 Clusters and 5 GB for 1 Cluster**
- NHBRC Certificate
- Company registration documents
- Completed MBD (All) forms
- MBD 6.2 (Local content) and DTI Annexature C Form  
Threshold for cement 100 %
- All bid documents must be completed in full and in black ink (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with)

#### Other Required Documents

- Municipal current rates account not more than three months old should be submitted (Proof of address similar to address of place of office operation. Lease agreement with account statement or shareholders address acceptable as proof of office address (conformation letter endorsed by commission of Oath, note that before appointment this will be verified)
- Certified valid copy of BBB-EE Certificate
- Proof of registration on the Central Suppliers Database (CSD)

#### NOTE:

- ✓ ***The JV agreement for JV partners to be submitted indicating percentage split for partners to render agreement valid.***
- ✓ ***The JV partners must submit both mandatory and other requirements for each Company.***
- ✓ ***Preferred JV bidder will be required to submit a JV bank account and VAT number***

- ✓ **Please note that the above required documents will be deemed as mandatory to the preferred bidder. Required documents will be requested for submission within SEVEN working days and failure to submit will be deemed as non-responsive.**
- ✓ **The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.**
- ✓ **Mhlontlo Local Municipality reserves the right to verify any information provided by bidder.**
- ✓ **Mhlontlo Local Municipality is not compelled to accept the lowest or any bid**

## Stage 2: Evaluation on Price and Mhlontlo specific goals

Received Responsive bids will be evaluated based on the following stages:

- Stage 1- functionality and those who score equal or more than 70% will be considered for price and equity.
- Stage 2- Price and MHLM Specific Goals

### The Maximum points for this bid are allocated as followed

100 % ownership in order to claim full points of each specific goal	Means of verification	Points allocation
<b>HDI -Equity ownership</b>	The municipality is going to use RACE OR NATIONALITY as means of verification and thus prospective service providers will be required to provide a copy of <b>ID COPY</b> as a proof in order to claim points for specific goals	6
<b>Youth-Enterprise 18-35 years (MLM)</b>	The municipality is going to use AGE as means of verification and thus prospective service providers will be required to provide a copy of <b>ID COPY AND CSD</b> as a proof in order to claim points for specific goals	6
<b>Women-Equity ownership</b>	The municipality is going to use GENDER OR SEX as means of verification and thus prospective service providers will be required to provide a copy of <b>ID COPY, CK and CSD</b> as a proof in order to claim points for specific goals	4
<b>Disability-Equity ownership</b>	The municipality is going to use MEDICAL CERTIFICATE as means of verification and thus prospective service providers will be required to provide a copy of <b>MEDICAL CERTIFICATE</b> and <b>CSD</b> as a proof in order to claim points for specific goals	2
<b>Rural Enterprise</b>	The municipality is going to use PROOF OF RESIDENCE FROM TRADITIONAL LEADER OR WARD COUNCILLOR OR as means of verification and thus prospective service providers will be required to provide a copy of <b>PROOF OF RESIDENCE AND CSD</b> as a proof in order to claim points for specific goals	2

Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals are not claimed.

### **Contract Conditions**

- The approved bidder shall under no circumstances interrupt the supply of water as a result of his/her activities in, or around the plant.
- Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract.
- Labour desk to be created for employing local labour. All unskilled labour will be from local communities, skills transfer to be considered and where skilled locals are available they are to be given first preference.

## **T1.3 PREFERENTIAL PROCUREMENT REGULATIONS**

### **Supply Chain Management Procedures**

Mhlontlo Local Municipality is committed to fair, equitable and transparent supply chain management procedures free of corruption of any nature. Should anybody suspect any irregularity of any sort they are requested to state their concerns in writing to the Chief Finance Officer of Mhlontlo Local Municipality without delay. Should a satisfactory explanation or action not be forthcoming from the Chief Executive Officer the matter should be reported to the office of the Public Protector?

This Request for Proposals has been compiled and approved by the Bid Specification Committee of Mhlontlo Local Municipality established in terms of the Public Finance Management Act and its Regulations.

The bids received will be evaluated by the Bid Evaluation Committee in terms of the bids evaluation criteria described in this document. The Committee will then submit a report on the bids received to the Bid Adjudication Committee.

The Bid Adjudication Committee will make a recommendation to the Accounting Officer or his delegate nominated in writing. The Accounting Officer will either accept the recommendation of the Bid Adjudication Committee, or refer it back to the Bid Adjudication Committee for further investigation or award the contract to a different bidder. In the event that the contract is awarded to a different bidder from the one recommended by the Bid Adjudication Committee, the Auditor-General shall be informed of the reasons for the decision.

The above process will, depending upon the complexity of the project and the number of bids received, take between 4 and 6 weeks. Bidders are requested to refrain from making queries on progress and/or from submitting unsolicited information regarding their bids and especially from commenting on other bidders' proposals during this time. Mhlontlo Local Municipality will endeavor to keep bidders informed of the progress of the process.



## **PART T2**

# **RETURNABLE DOCUMENTS**

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

### **T2.1.1 The tenderer must complete the following returnable documents:**

1. TENDER DOCUMENT in its entirety and signed.

The information the tenderer shall supply in his tender or attached to his tender shall include, but not be limited to the documents and schedules as set out below.

2. Certificate of Attendance of Site Meeting
3. Company registration certificated/ Copy of a sole trader (Copies must be certified)
4. SARS TAX PIN
5. Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)
6. Letter of Good Standing (COIDA)
7. Company Profile
8. CIDB Registration Certificate/s
9. B-BBEE Certificate
10. Municipal current rates accounts not more than three months in arrears should be submitted

The tenderer must complete the following returnable documents:

### **T2.1.2 Returnable Schedules required for tender evaluation purposes:**

- a) Schedule A – Compulsory Attendance certificate
- b) Schedule B - Certificate for authority of companies
- c) Schedule C - Record of Addenda to tender documents
- d) Schedule D – Proposed Methodology and Quality Management
- e) Schedule E– Relevant work experience carried out
- f) Schedule F – Tenderer Key Personnel
- g) Schedule G – List of Directors/Members/Partners
- h) Schedule H – Company Banking Details
- i) Schedule I – Contractors OHS Management system checklist
- j) Schedule J – Contractors Estimated monthly expenditure
- k) Schedule K – Contractors Labour Content

### **T2.1.3 Returnable Schedules that are incorporated into the contract**

- a) MBD 1 – Invitation to Tender
- b) MBD 2–Tax Clearance Certificate
- c) MBD 3.1 – Pricing Schedule
- b) MBD 4 – Declaration of interest
- c) MBD 6.1 – Preference Points
- d) MBD 8 – Declaration of Past Supply Chain Management

e) MBD 9 - Certificate of Independent bid determination

**SCHEDULE A: CERTIFICATE OF ATTENDANCE OF SITE INSPECTION**

This is to certify that

(Tenderer) \_\_\_\_\_

of (Address) \_\_\_\_\_

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

\_\_\_\_\_

on (Date) \_\_\_\_\_ starting at (Time) \_\_\_\_\_

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

**Particulars of person (s) attending the meeting:**

1. Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Capacity: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Attendance of the above person (s) at the meeting is confirmed by the Employer's Representative, namely:**

Date and Time: \_\_\_\_\_

Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

**STAMP**

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**SCHEDULE B: CERTIFICATE OF AUTHORITY FOR COMPANIES**

This Returnable Schedule is to be completed by companies and close corporations. 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.

<b>A Company</b>	<b>C Joint Venture</b>	<b>E Close Corporation</b>

**B.1 Certificate for company**

I, ....., managing director of the board of directors of ..... hereby confirm that by resolution of the board taken on .....20....., Mr./Ms ....., has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company. As witnesses: -

1. ....  
Managing director
2. ....  
Date

**B.2. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr./Ms....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf of:

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>AUTHORISING SIGNATURE, NAME &amp; CAPACITY</b>
Lead partner		

**B.3 Certificate for close Corporation**

We, the undersigned, being the key members in the business trading as .....  
hereby authorise Mr/Ms ....., to sign all documents in connection with the tender and any contract resulting from it on our behalf of:

NAME	ADDRESS	SIGNATURE	DATE

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

**SCHEDULE C: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

**NOTE:** Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

**SCHEDULE D:**

**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 if 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: .....

**MHLONTLO 260 RURAL HOUSING**

**SCHEDULE E: RELEVANT WORK CARRIED OUT BY TENDERER**

**Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- (a) all consultancy services of similar nature of the assignment provided to an organ of state in the last five years;
- (b) Any similar consultancy services provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Project Description	Contract Value (VAT excl.)	Project Duration		Expenditure @ Completion	Reference		
		Start	Finish		Name:	Organisation:	Tel No:

**Name of Tendering Entity:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**DATE:**

\_\_\_\_\_



SCHEDULE F: TENDERER'S KEY PERSONNEL

NAME	POSITION	NQF QUALIFICATION

TENDERER: .....

SIGNATURE: .....

DATE: .....



**SCHEDULE G**

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Perusal Number</b>

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**SCHEDULE H**

**COMPANY DETAIL REGARDING TENDERER / COMPANY / PARTNERSHIP**

- 1. Complete Name : .....  
(Business)
- Registered Address : .....
- Registration No. : .....
- Type of Business : .....

Indicate with an "X"

<b>One-man Business</b>	<b>Partnership</b>	<b>Private Company</b>	<b>Closed Corporation</b>	<b>Joint Venture</b>	<b>Consortium</b>	<b>Others</b>
-----------------------------	--------------------	----------------------------	-------------------------------	--------------------------	-------------------	---------------

- Date registered : .....
- Tel. No. : (W) Code: ..... No.: .....
- Cell No. : .....
- Fax No. : Code: ..... No.: .....
- E-mail : .....

**2. AUTHORIZED / CONTACT PERSON**

- Name : .....
- Title : .....

**3. FINANCIAL DETAIL**

**(1) Bank detail**

Bank : .....

Branch : .....

Account Name: .....

Account No. : .....

Contact person: .....

Tel No. : .....

Fax No. : .....

**SCHEDULE I: CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST**

**YES / NO**

**1. OHS Policy and Management**

- 1.1 Is there a written company health and safety policy?
- 1.2 Does the company have an OHS Management System?
- 1.3 Is there a company OHS Management System manual or plan?
- 1.4 Are health and safety responsibilities clearly identified for all levels of staff?

**2. Safe Work Practices and Procedures**

- 2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations?
- 2.2 Does the company have any permit to work systems?
- 2.3 Is there a documented incident investigation procedure?
- 2.4 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company?
- 2.5 Are there procedures for storing and handling hazardous substances?
- 2.6 Are there procedures for identifying, assessing and controlling risks associated with manual handling?

**1. OHS Training**

3.1 Is health and safety training conducted in the company?

3.2 Is a record maintained of all training and induction programs undertaken for employees in the company?

**2. Health and Safety Workplace Inspection**

4.1 Are regular health and safety inspections at worksites undertaken?

4.2 Are standard workplace inspection checklists used to conduct health and safety inspections?

4.3 Is there a procedure by which employees can report hazards at workplaces?

**5. Health and Safety Consultation**

- 5.1 Is there a workplace health and safety committee?
- 5.2 Are employees involved in decision making over OHS matters?
- 5.3 Are there employee elected health and safety representatives?

**3. OHS Performance Monitoring**

- 6.1 Is there a system for recording and analysing health and safety performance statistics?
- 6.2 Are employees regularly provided with information on company health and safety performance?
- 6.3 Has the company ever been convicted of an occupational health and safety offence?

**7. Health and Safety Plan for this specific contract**

- 7.1 Does your company's health and safety plan contain the following elements?  
  - a) Description of contract
  - b) OHS structure for work undertaken under this contract
  - c) Induction and safety training
  - d) Safe work practices and procedures for specific work undertaken
  - e) Risk assessment for specific work undertaken
  - f) Workplace inspection schedule for duration of contract
  - g) OHS consultative processes to be followed
  - h) Emergency procedures for specific contract
  - i) Incident recording and investigation procedures
  - j) Health and safety performance monitoring arrangements to be implemented during contract

Signed: .....

Name: .....

Position: .....

**SCHEDULE J  
CONTRACTORS' ESTIMATED MONTHLY EXPENDITURE**

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. (This shall be prepared for each cluster)

MONTH	VALUE
1:	R .....
2:	R.....
3:	R.....
4:	R.....
5:	R.....
6:	R.....
7:	R.....
8:	R.....
9:	R.....
TOTAL	R.....

SIGNED ON BEHALF OF TENDERER: .....

Note to tenderer:

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, and shall be attached to the bill of quantities for the alternative proposal.**





**SCHEDULE K: CONTRACTOR LABOUR CONTENT**

The tenderer shall complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified minimum target value is 15% of Tendered Sum

TYPE OF LABOUR	MAN-HOURS	TOTAL WAGE COST (EXCL. VAT)
Permanent Labour		
Temporary Labour		
SMME/BEE's Labour		
TOTAL		
PERCENTAGE (%)		

*Note to*

**tenderer: Labour is defined as hourly paid personnel**

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

**INVITATION TO BID YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MHLONTLO LOCAL MUNICIPALITY)**

BID NUMBER: ..... CLOSING DATE: ..... CLOSING TIME: **12:00**  
DESCRIPTION.....

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

BID DOCUMENTS MAY BE POSTED TO:.....  
.....  
OR  
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
.....  
.....

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

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

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

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

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

NAME OF BIDDER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE .....NUMBER .....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER CODE ..... NUMBER .....  
E-MAIL ADDRESS .....  
VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

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

**IF YES, WHO WAS THE CERTIFICATE ISSUED BY?**

**Mhlontlo Rural Housing**

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT(CCA).....  
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....  
A REGISTERED AUDITOR .....  
*[TICK APPLICABLE BOX]*

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

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

YES or NO  
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....  
DATE .....  
CAPACITY UNDER WHICH THIS BID IS SIGNED .....  
TOTAL BID PRICE .....(VAT Inclusive)  
TOTAL NUMBER OF ITEMS OFFERED .....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: **Supply Chain Management**  
Contact Person: **Ms. B. Jara**  
Tel: **047 553 7000**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

1. 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.
2. In order to meet this requirement bidder 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.
3. 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.
4. 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.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. 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).
7. 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).



TAX CLEARANCE  
BELASTINGKLARING

TCC 001

Application for a Tax Clearance Certificate  
Aansoek om 'n Belastingklaringsertifikaat

Purpose  
Doel

Select the applicable option  
Kies die toepasike opsie

Tenders  Good standing   
Tenders  Goeie stand

If "Good standing", please state the purpose of this application  
Indien "Goeie stand", verstrek asseblief die oogmerk van hierdie aansoek

Particulars of applicant  
Besonderhede van aansoeker

Name/Legal name  
Naam/Geregistreeerde naam

(Initials & Surname or registered name / Voorletters en Van of Geregistreeerde naam)

Trading name (If applicable)  
Handelsnaam (Indien van toepassing)

ID/Passport number  
ID/Paspoortnommer

Company/Close Corp. reg no  
Maatskappy/Beslote Korp reg nr

Income Tax ref no  
Inkomstebelasting verw.nr

PAYE ref no  
LBS verw.nr 7

VAT registration number  
BTW registrasienommer 4

SDL ref no  
SDL verw.nr L

Customs code  
Doeanekode

UIF ref no  
UIF verw.nr U

Telephone number  
Telefoonnommer

Fax no  
Faksnr

Cell phone number  
Selfoonnommer

E-mail address  
E-posadres

Physical address  
Fisieke adres

Postal address  
Posadres

Particulars of representative (Public Officer/Trustee/Partner)  
Besonderhede van verteenwoordiger (Openbare Amptenaar/Trustee/Vennoot)

Surname  
Van

First names  
Voornames

ID/Passport no  
ID/Paspoortnr

Income Tax ref no  
Inkomstebelasting verw. nr

Telephone no  
Telefoonnr

Fax no  
Faksnr

Cell phone no  
Selfoonnr

E-mail address  
E-posadres

Physical address  
Fisieke adres

Particulars of tender (If applicable)

Besonderhede van tender (Indien van toepassing)

Tender number  
Tendernommer

Estimated tender amount R  
Geraamde tenderbedrag

Expected duration of the tender  
Verwagte duurre van die tender

Audit  
Oudit

Are you currently aware of any Audit investigation against you/the company?  
Is u bewus van enige oudit ondersoek teen u/die maatskappy?

If "YES" provide details  
Indien "JA" verskaf besonderhede.

Appointment of representative/agent (Power of Attorney)  
Aanstelling van 'n verteenwoordiger/agent (Magtingsbrief)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.  
Ek die ondergetekende bevestig dat ek 'n Belastingklaring benodig ten opsigte van Tenders of Goeie Stand.

I hereby authorise and instruct  
Hiermee gee ek volmag en opdrag aan

Tax Clearance Certificate on my/our behalf.  
Belastingklaringsertifikaat namens my in ontvangs te neem by SARS

Signature of representative/agent  
Handtekening van verteenwoordiger/agent

Name of representative/ agent  
Naam van verteenwoordiger/ agent

Declaration  
Verklaring

I declare that the information furnished in this application as well as any supporting documents are true and correct in every respect.  
Hiermee verklaar ek dat die inligting verskaf in hierdie aansoek asook enige ondersteunende dokumentasie waar en korrek is in alle opsigte.

Signature of a Taxpayer/Representative Taxpayer  
Handtekening van aansoeker/Openbare Amptenaar

Name of Taxpayer/Representative Taxpayer  
Naam van aansoeker/Openbare Amptenaar

Notes  
Notas

- Non compliance with the provisions of any tax Act is an offence.  
Nie-nakoming van die bepalings van enige Wet is 'n oortreding.
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.  
SARS sal in geen omstandighede u aansoek om 'n Belastingklaringsertifikaat oorweeg tensy die aansoek volledig voltooi is nie.
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.  
U Belastingklaringsertifikaat sal alleenlik uitgereik word by die toon van u Suid-Afrikaanse Identiteitsdokument of in die geval van 'n buitelandse, 'n paspoort.

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
Closing Time 12:00	Closing date.....

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

ITEM	QUANTITY	DESCRIPTION ** (ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY NO
-	Required by:		.....
-	At:		.....
-	Brand and model		.....
-	Country of origin		.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		..... *Delivery: Firm/not firm
-	Delivery basis		.....

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

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



\*Delete if not applicable

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS**

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

Name of bidder.....	Bid number.....
Closing Time 12:00	Closing Date: 11 <sup>th</sup> August 2023

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

ITEM	QUANTITY	DESCRIPTION ** (ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY NO
-	Required by:		.....
-	At:		.....
-	Brand and model		.....
-	Country of origin		.....
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		.....
-	Period required for delivery		..... *Delivery: Firm/not firm
-	Delivery basis		.....

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

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2 = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t = Index figure obtained from new index (depends on the number of factors used)
- R1o, R2o = Index figure at time of bidding
- VT = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE



**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

- 1 Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

- 2 Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

MBD 4

DECLARATION OF INTEREST

- 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 favouritism, 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 authorised 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 department, 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.

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:  
.....  
.....  
.....

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 YES/NO

who may be involved with the evaluation and or adjudication of this bid?

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 Income Tax Reference Number	State Employee Number / Pearsal 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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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.

**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:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

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 (100 % ownership in order to claim full points)	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)
Tender Price			90	80
HDI -Equity ownership			3 points	6 points
Youth-Enterprise 18-35 years (MLM)			3 points	6 points
Women-Equity ownership			2 points	4 points
Disability-Equity ownership			1 point	2 points
Rural Enterprise			1 point	2 points
<b>SUB-TOTAL (SPECIFIC GOALS)</b>			<b>10</b>	<b>20</b>
<b>TOTAL</b>			<b>100</b>	<b>100</b>



**5 SUB-CONTRACTING**

5.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

5.1.1 If yes, indicate:

(i) what percentage of the contract w

**6 DECLARATION WITH REGARD TO COMPANY/FIRM**

6.1 Name of firm : .....

6.2 VAT registration number : .....

6.3 Company registration number : .....

**6.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

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

6.7 Total number of years the company/firm has been in business? .....

6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audial-terampartem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution



**WITNESSES:**

1. ....

4. ....

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

DATE:.....

ADDRESS:.....

.....

.....

.....

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

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? <b>(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>audialterampartem</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.	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:		
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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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 per 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 SBD 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 (SBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of 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; could potentially submit a bid in response to this bid invitation, based on
  - b) their qualifications, abilities or experience; and
  - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the tenderers, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature Date

.....  
Position Name of Bidder

## **PART C1**

# **AGREEMENT AND CONTRACT DATA**



**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 1)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 2)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 3)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

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

**FOR THE TENDERER**

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

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 4)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 5)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 6)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 7)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....



**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 8)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 9)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**C1.1 FORM OF OFFER AND ACCEPTANCE**

**OFFER**

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

**PROJECT NAME: MHLONTLO 260 RURAL HOUSING (CLUSTER 10)**

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly 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:**

.....

.....Rands (in words);

R..... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature .....

Date.....

Name .....

Capacity.....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

**ACCEPTANCE**

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

The terms of the contract, are contained in:

- Part C1:** Agreements and Contract Data, (which includes this agreement)
- Part C2:** Pricing data
- Part C3:** Scope of work.
- Part C4:** Site information

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature ..... Date .....

Name .....

Capacity .....

**FOR THE EMPLOYER**

Name and signature of witness .....

.....

Date .....

Schedule of Deviations (To be filled in if there are any Deviations or Alternatives accepted)

1. Subject : \_\_\_\_\_  
Details : \_\_\_\_\_  
\_\_\_\_\_

2. Subject : \_\_\_\_\_  
Details : \_\_\_\_\_  
\_\_\_\_\_

3. Subject : \_\_\_\_\_  
Details : \_\_\_\_\_  
\_\_\_\_\_

4. Subject : \_\_\_\_\_  
Details : \_\_\_\_\_  
\_\_\_\_\_

5. Subject : \_\_\_\_\_  
Details : \_\_\_\_\_  
\_\_\_\_\_

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from 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 changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

**(To be signed only if there are any Deviations listed above)**

Signature ..... Date .....

Name .....

Capacity .....

**FOR THE TENDERER**

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

Name and signature of witness .....

.....

Date .....

Signature .....

Date .....

Name .....

Capacity .....

**FOR THE EMPLOYER**

Name and signature of witness .....

.....

Date .....

**C1.2 CONTRACT DATA**

The Joint Building Contracts Committee 2000 Series Edition 5.0 Code 21.01, is applicable to this contract.

**C1.2.1 Contract Specific Data.**

The contract is a re measurable contract.

The following contracts data are applicable to this contract as per JBCC Series 2000:

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.0	To be appointed by Mhlontlo Local Municipality

**Mhlontlo Rural Housing**

Employer.	1.1	Mhlontlo Local Municipality
Year End break		<b>20 December 2023 to 05 January 2024</b> <b>20 December 2024 to 05 January 2025</b>
Contract Cessions	26.7	Contract Cessions will be approved by the Employer on this Project
Employer Agent	5	Represents Client on the Project, and the Client waives all rights of instruction and Management
Sub-Contracting	20, 21, 23, &26.5	A portion of contract value may be sublet to non HDI if contract has been obtained with HDI points
Contract Guarantee	3.1/2/3	Within 14 days after appointment letter has been issued.
Risk of Works	8	The contractor shall take full responsibility for the works from the date on which possession of the site is given to the contractor and up to the date of issue of the certificate of practical completion or deemed achievement of practical completion.
Programme of Works	15.6 and 15.7	Contractor shall submit within 14 days of Commencement Date
Insurances	22.1	Construction Insurance equal to Contract amount should be submitted within 28 days of appointment

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Limit of indemnity	10.4 and 26,7	Claims unlimited
General Insurances	26	Liability Insurances



**Mhlontlo Rural Housing**

REFERENCE TO:	CLAUSE.	DATA
Special non-working days	1.1	Working in all working days during the week excluding Saturdays and Sundays
Time for Completion	25 & 26	<b>18 months</b> from Commencement Date <b>EXCLUDING YEAR END BREAK</b>
Penalty for Delay	30	1% of the total contract value per day
Contract Price Adjustment	6.8.2	Not Applicable
Materials on Site	31.2	They shall be paid as agreed in the Contract
Retention Money	41.4	10% of the Contract amount, reduced to 2 and ½% during practical completion and remainder to be released 3 months after
Retention Guarantee	41.4	A Retention Guarantee is compulsory for the defects liability period
Defects Liability Period	27	3 Months
Dispute Resolution	40 and 41.3	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

.....  
Signature

.....  
Date

.....

.....

Position

Name of bidder

**C1.2.2 Data provided by the Contractor**

Clause 46.3 of the GCC:

<b>Special Materials</b>	<b>Unit on which variation will be determined*</b>	<b>Price (ex-factory) for the base month (exc. Vat)**</b>

Notes:

- \* Indicate whether the material will be delivered in bulk or in containers.
  
- \*\* The price for special materials is only the price for the material ex-factory and does not include the cost of transport, labour or any other costs. When called upon to do so, the tenderer shall substantiate the above prices with acceptable documentary evidence for the base month and the month in which the increase is claimed.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

**C1.2.3. EPWP specific Conditions of Contract.**

**NOTE THAT THIS PROJECT HAS NOT BEEN REGISTERED AS AN EPWP PROJECT, BUT WILL BE EXECUTED ACCORDING TO THE EPWP PRINCIPLES.**

**Payment for the labour-intensive component of the works**

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.

**Applicable labour laws**

The Ministerial Determination, Extended Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002, as reproduced below, shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

**1. Introduction**

1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Extended Public Works Programme (EPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an EPWP.

1.2 In this document –

- (a) "Department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on an EPWP;
- (c) "Worker" means any person working in an elementary occupation on an EPWP;
- (d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;

- (e) "Management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "Task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

## **2. Terms of Work**

- 2.1 Workers on an EPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on an EPWP
- 2.3 Employment on an EPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

## **3. Normal Hours of Work**

- 3.1 An employer may not set tasks or hours of work that require a worker to work—
  - (a) More than forty hours in any week
  - (b) On more than five days in any week; and
  - (c) For more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

## **4 Meal Breaks**

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by

another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

## **5 Special Conditions for Security Guards**

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

## **6 Daily Rest Period**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

## **7 Weekly Rest Period**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

## **8 Work on Sundays and Public Holidays**

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) The worker's daily task rate, if the worker works for less than four hours;
  - (b) Double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) The worker's daily rate of pay, if the worker works for less than four hours on the public holiday
  - (b) Double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9 Sick Leave**

- 9.1 Only workers who work four or more days per week have the right to claim sick pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.
- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (a) Absent from work for more than two consecutive days; or
  - (b) Absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **10 Maternity Leave**

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
  - (a) four weeks before the expected date of birth; or
  - (b) On an earlier date –

- (i) If a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
  - (ii) If agreed to between employer and worker; or
  - (c) On a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months' employment, unless the EPWP on which she was employed has ended.

## **11 Family responsibility leave**

- 11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
- (a) when the employee's child is born;
  - (b) when the employee's child is sick;
  - (c) in the event of a death of –
    - (i) the employee's spouse or life partner;
    - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

## **12 Statement of Conditions**

- 12.1 An employer must give a worker a statement containing the following details at the start of employment
- (a) the employer's name and address and the name of the EPWP;
  - (b) the tasks or job that the worker is to perform; and
  - (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (d) the worker's rate of pay and how this is to be calculated;
  - (e) the training that the worker will receive during the EPWP.



12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

### **13 Keeping Records**

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) Payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

### **14 Payment**

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

14.4 A time-rated worker will be paid at the end of each month.

14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

14.6 Payment in cash or by cheque must take place –

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (b) in a sealed envelope which becomes the property of the worker.

14.7 An employer must give a worker the following information in writing –

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;

- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

## **15 Deductions**

15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

15.4 An employer may not require or allow a worker to –

- (a) repay any payment except an overpayment previously made by the employer by mistake;
- (b) state that the worker received a greater amount of money than the employer actually paid to the worker or
- (c) pay the employer or any other person for having been employed.

## **16 Health and Safety**

16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

16.2 A worker must –

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the EPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**17 Compensation for Injuries and Diseases**

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**18 Termination**

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**19 Certificate of Service**

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
  - (a) the worker's full name;
  - (b) the name and address of the employer;
  - (c) the EPWP on which the worker worked;
  - (d) the work performed by the worker;
  - (e) any training received by the worker as part of the EPWP;
  - (f) the period for which the worker worked on the EPWP;

(g) any other information agreed on by the employer and worker.

**C1.3 BLASTING INDEMNITY**

**Contract No.**

Given by \_\_\_\_\_

\*Company Registration No. \_\_\_\_\_

Address \_\_\_\_\_

a \*Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \*Public Company (hereinafter called the Contractor), represented herein by \_\_\_\_\_ in his capacity as the Contractor's \_\_\_\_\_ duly authorized hereto by a resolution of the Contractor dated \_\_\_\_\_ a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the **MHLONTLO LOCAL MUNICIPALITY** (hereinafter called the Company) for,

\_\_\_\_\_ and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the subscribing witnesses.

**AS WITNESSES**

1. \_\_\_\_\_ SIGNATURE

2. \_\_\_\_\_ DESIGNATION OF SIGNATORY

\*Delete which does not apply

**C1.4 HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION**

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.\
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Johannesburg Water in this respect.
10. The work to be done is \_\_\_\_\_
11. The area in which the work is to be conducted is \_\_\_\_\_
12. The contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into the area.

**C1.5.1 HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.**

Written agreement between Mhlontlo Local Municipality (hereinafter referred to as "the Employer) and \_\_\_\_\_ (hereinafter referred to as "the mandatory") as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I \_\_\_\_\_ representing \_\_\_\_\_ (mandatory) do hereby acknowledge that \_\_\_\_\_ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature on behalf of mandatory \_\_\_\_\_

Signature on behalf of Employer \_\_\_\_\_

**Compensation Fund Registration No. of mandatory** \_\_\_\_\_

Good Standing Certificate :  yes  no (tick one box)

**C1.5.2 OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING**

I, the undersigned: \_\_\_\_\_

in my capacity as: \_\_\_\_\_

of the firm: \_\_\_\_\_

- 1.0 hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
  - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any Mhlontlo Local Municipality buildings, construction sites and/or premises;
  - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Mhlontlo Local Municipality; and
  - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
- 2.0 and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Mhlontlo Local Municipality -
  - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
  - 2.2 against any claims that may be instituted against Mhlontlo Local Municipality and/or any liability that Mhlontlo Local Municipality may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Mhlontlo Local Municipality clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
  - 2.3 against similar claims that I, managers or directors of my firm may have against Mhlontlo Local Municipality and any damages for which I, managers or directors of my firm hold Mhlontlo Local Municipality liable.
- 3.0 My firm's compensation commissioner number is and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
- 4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that Mhlontlo Local Municipality is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day

Of \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Capacity

As witnesses:

1 \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

2 \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

## **ENVIRONMENTAL SPECIFICATIONS FOR MLM PROJECTS**

**NB: The project is exempted from Environmental Impact Assessment with full scoping.**

### **1. Specification**

The application for Environmental Authorization is a legal requirement in terms of the National Environmental Management Act, No. 107 of 1998, Environmental Impact Assessment Regulations which may trigger other legislative required such as the National Water Act, No. 36 of 1998.

There are different types of projects that may require Environmental Authorization prior commencement, such as development or construction that may impact on natural resources (dam constructions, river crossings, wetland impacts), protected species( fauna and flora), roads, heritage sites/graveyard or activities that may harm the environment such as releases to the atmosphere.

### **2. Part A- Exemption Process**

If an application for Exemption from a provision of the Environmental Impact Assessment (EIA) regulations is being intended, the Environmental Assessment Practitioner (EAP) must comply, as a minimum, with Chapter 5 (regulation 50-51) of the EIA regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments thereto, as may be promulgated by Department of Environmental Affairs from time to time.

Exemption Process – (1). An application in terms of regulation 50 must be in writing and must be accompanied by- (a) an explanation of the reasons for the application, (b) any applicable supporting documents and (c) The prescribed application fee.

(2) The applicant or EAP must communicate his or her intention to apply for exemption in terms of regulation 50 by giving notice in the manner of public participation process (section 54(2) (a), (b), (c) or (d) as agreed with minister or land owner or person in control of the land and all potential or registered interested and affected parties.

### **3. Part B- applications subject to Basic Assessment in terms of the EIA regulations.**

If a Basic Assessment is required for a proposed project, the EAP must comply as a minimum with regulations 21, 22 and 23 of the EIA Regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments there, as may be promulgated by Department of Environmental Affairs from time to time.

### **4. Part C: applications subject to Scoping and environmental impact assessment in terms of the EIA regulations.**



If Scoping and Environmental Impact Assessment is required for a proposed project, the EAP must comply, as a minimum, with regulations 26, 27, 28, 29, 31, 32, and 33 of the EIA regulations.

### **5. Part D: Amendment of environmental authorisations in terms of the EIA regulations.**

If an amendment to an existing environmental authorization is intended, the EAP must comply, as a minimum, under chapter 4 with regulations 38, 39 and 40 of the EIA Regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments there, as may be promulgated by Department of Environmental Affairs from time to time.

### **6. Part E: Public and Stakeholder participation process in terms of the EIA regulations.**

Public and stakeholder participation process in terms of the EIA regulations with respect to public participation, the EAP must, as a minimum, comply with regulations promulgated under Chapter 6 (regulations 54-57) of the EIA Regulations. Public participation must be conducted by the EAP or an Independent Public Participation Practitioner (PPP) and/or specialist appointed by the EAP. Public meetings where deemed necessary, must be conducted directly by the EAP/PPP. All stakeholders must be identified and informed.

### **7. Part F: General Requirements.**

Independence during the EIA process

1. The EAP must comply with the General Requirements of EAPs as contained in regulation 17 of the EIA Regulations the (Government Notice No. R543 of 10 June 2010) and/or any other amendments thereto, as may be promulgated by Department of Environmental Affairs from time to time.
2. The EAP must be independent, and have no business, financial, personal or other interest (inclusive of project design and/or implementation) in the activity or application in respect of which the EAP has been appointed, other than remuneration for work performed in connection with the activity or application.
3. The objectivity of the EAP performing work under this appointment must not be compromised under any circumstances.

### **8. Background Information Documents**

1. Background Information Documents / Information Packets must be produced for every application in terms of the EIA regulations (Basic Assessment, EIA etc.) in order to conduct the public participation process as set out in Chapter 6 of the EIA Regulations (Government Notice No. R543 of 10 June 2010) and/or any other amendments thereto, as may be promulgated by Department of Environmental Affairs from time to time.
2. Background Information Documents / Information Packets must be produced for use in the public and stakeholder participation process, prior to the preparation of the relevant reports (Basic Assessment Report, Scoping Report etc.)

3. Background Information Documents / Information Packets must, as a minimum, contain:

- 3.1 Description of the project proposal and alternatives
- 3.2 Details of the proponent and EAP
- 3.3 The application or regulatory process involved
- 3.4 An initial list of impacts (positive and negative)
- 3.5 Maps and/or drawings, and
- 3.6 Any other material or references to enable the public to understand what is being proposed.
- 3.7 Due date for comments from stakeholders/interested and affected parties.

### **9. Maps**

Maps must be provided with every application/report and must meet the following minimum requirements:

An Ortho photo or aerial photo at an appropriate scale, preferably 1:5000. Indicating the footprint of the development and associated infrastructure (such as access roads, etc.) in relation to the existing (including adjacent) environment. Indicating proposed alignments of route(s), in the case of linear projects.

### **10. Environmental Setting**

1. An adequate representation of the existing and surrounding environment and its attributes including (but not limited to) the following:
  - a) Existing vegetation
  - b) Existing and/or proposed infrastructure
  - c) Drainage lines and watercourses (surface water)
  - d) Ground water resources, aquifers etc.
  - e) Wetlands
  - f) Residential areas, sensitive nodes (schools, hospitals etc.) and major hazardous installations/areas.
  - g) Other environmentally sensitive areas impact assessment
  - h) Potential impacts associated with the proposed development and its alternatives on the receiving environment must be described and assessed, including inter alia the following:
    - Site specific impacts, as well as impacts to the surrounding environment(s)
    - Cumulative impacts on the affected environment/site
    - Direct and indirect impacts of the proposed development

- Short, medium and long term impacts of the proposed development
2. A comparative assessment of all feasible alternatives (inclusive of the “no go” alternative) in terms of positive and negative impacts must be conducted during the impact assessment phase.
  3. Potential impacts of the existing environment on the proposed development (and/or its potential beneficiaries/residents/occupants) must be described and assessed, especially in cases where the development proposal is in close proximity or adjacent to the following structures/infrastructure and/or environments:
    - 3.1 Electrical substations, transmission and distribution power lines
    - 3.2 Dams and reservoirs
    - 3.3 Pipelines transporting gas, oil and any other hazardous or toxic substance
    - 3.4 Waste disposal site (hazardous, domestic, etc.)
    - 3.5 Major Hazardous Installations
    - 3.6 Mines and quarries
    - 3.7 Coastal dune areas
    - 3.8 Wetlands, Marshes
    - 3.9 Water courses, rivers and floodplains

### **11. Submission of reports**

The EAP is responsible for ensuring that the relevant application forms (from relevant competent authorities, depending on the nature of the project) are completed. The EAP is responsible for providing copies of the following completed documentation (where relevant) to the EMP:

- a) Signed application forms
- b) Exemption application forms
- c) Basic assessment reports (BAR"s)
- d) Scoping reports
- e) Environmental management programs (EMP"s)
- f) Environmental impact assessment reports (EIAR"s)
- g) Specialist studies
- h) Water Use Licence Applications (Section 21, National Water Act)
- i) The EAP must deliver 7 copies of all reports/applications

j) All reports (Basic Assessment, Exemption, Scoping, and Environmental Impact Assessment, Water Use License Applications) submitted to LDEAT and Department of Water and Sanitation in terms of the EIA regulations must:

k) Have a cover page containing the project name and reference numbers as a minimum.

l) Contain the date of publication of the report for reference purposes.

m) Potential impacts of the existing environment on the proposed development (and/or its potential beneficiaries/residents/occupants) must be described and assessed, especially in cases where the development proposal is in close proximity or adjacent to the following structures/infrastructure and/or environments:

1. Electrical substations, transmission and distribution power lines

2. Dams and reservoirs

3. Pipelines transporting gas, oil and any other hazardous or toxic substance

4. Waste disposal site (hazardous, domestic, etc.)

5. Major Hazardous Installations

6. Mines and quarries

7. Coastal dune areas

8. Wetlands, Marshes

9. Water courses, rivers and floodplains.

### **12. Activities without Environmental Authorisation.**

Any work done on behalf of MLM that does not require environmental authorization prior commencement should have the following documents submitted to MLM before work can start.

1. An Environmental Management Plan; That identified environmental activities and impacts within the project and propose mitigation measures aligned to legal requirements set monitoring conditions to avoid or minimise such.
2. A Waste Management plan; that identifies environmental activities and impacts within the project and propose mitigation measures aligned to legal requirements and set monitoring conditions to avoid and minimise such,
3. A rehabilitation Plan; that states the current environmental setting and conditions prior excavation, removal, demolishing or changes to be made as per project specification. The plan should mention any trade-offs or replacement to be implemented and the final environmental conditions and state, following the completion of the project for approval by MLM.

## **PART C2**

## **PRICING DATA**

**C2.1 PRICING INSTRUCTIONS**

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

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

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:  
Unit: The unit of measurement for each item of work as defined in the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications).  
Quantity: The number of units of work for each item.  
Rate: The payment per unit of work at which the Tenderer tenders to do the work..  
Amount: The product of the quantity and the rate tendered for an item.  
Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but of which the quantity of work is not measured in units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days 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)
6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
10. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items, which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

**PREAMBLE TO THE PRICING SCHEDULE**

- 1) The Pricing Schedule includes estimated quantities for the various tasks involved in this project.
- 2) For the purposes of the Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit:                                      The unit of measurement for each item of work as defined in the project specifications.

Quantity:                                The number of units of work for each item.

Rate:                                      The payment required per unit of work executed.

Amount:                                 The product of the quantity and the tendered rate.

Sum:                                      An amount tendered for an item, the extent of which is described in the Pricing Schedule, the specifications or elsewhere, but of which the quantity of work is not measured in units.

Provisional Sum:                      An amount allowed for an item, the exact extent of which is currently unknown. Such amounts are under the sole discretion of the Employer, and can only be expended following a specific instruction from the Employer.

- 3) This Pricing Schedule forms an integral part of the contract documents and must be read in conjunction with all other documents comprising the contract – particularly the pay item descriptions included herein under C3.2.
- 4) The quantities, sums, disbursement amounts and provisional sums set out in the Pricing Schedule are anticipated values only. The quantities/values of work finally accepted and certified for payment, and not the quantities/values given in the Pricing Schedule, will be used to determine payment.
- 5) The validity of the contract shall in no way be affected by differences between the quantities/values in the Pricing Schedule and the quantities/values finally certified for payment.



- 6) The rates tendered shall include full compensation for support staff (typists, filing etc), overheads, disbursements (unless stated otherwise) profits, incidentals, tax (other than VAT). etc.
- 7) The bidder shall fill in an hourly rate or disbursement rate for each item where provision is made for it. Items against which no rate has been entered in the tender will be regarded as being "included" in other rates and WILL NOT be paid for when the work item is executed.
- 8) Bidders shall not enter "included" against any item. Nor shall items be grouped together and a single amount entered. If a tenderer wishes to make any alteration to the Pricing Schedule, then it should be treated as an alternative bid in terms of the Tender Data
- 9) The bid hourly and disbursement rates shall be valid irrespective of any change in the quantities during the execution of the contract.
- 10) The values of work or provisional sums stated in the Pricing Schedule shall not be considered as restricting or extending the amount of work to be done or value of services to be supplied by the service provider.
- 11) The value of work or provisional sums in the Pricing Schedule shall not be regarded as authorization for the service provider to engage sub-consultants or to execute work. The service provider shall obtain the Employer's approval prior to executing work or making arrangements in this regard.
- 12) The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Refer to C3.2 for detailed description of the pay items
- 13) The rates entered by the bidder to the Pricing Schedule shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the bid sum and the correctly extended and totaled Pricing Schedule; the rates will be regarded as being correct.
- 14) The Employer shall have the right to make adjustments to the bid sum to reconcile the sum with the total of the Pricing Schedule. The Employer shall liaise with the consultant in making adjustments to the bid sum but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the bid sum will take place prior to the signing of the contract. In their own interest bidders must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 15) A bid may be rejected if the rates or disbursement rates (or hour quantities where no such

quantities are provided) for any of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion. The bidder will be given a period of seven (7) days after having been notified in writing by the Employer to adjust the rates (or hours where not provided in the Pricing Schedule) for the relevant items.

- 16) All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents. Fractions of a cent shall be discarded.
- 17) The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in section C3.2
- 18) The bidder should be in possession of all the necessary ICT capacity required to support this project and no procurement costs of software and hardware will be entertained and should be included within the rates tendered.

## **C2.2: THE PRICING SCHEDULE**

Bidders are not expected to price for selection to the panel. Successful bidders will be expected to submit quotations as and when there is a need to execute the specific work.

## **DISCLAIMER**

**Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards. Accordingly, we confirm that the hard copies of the original tender document and the tender addenda are to be regarded to contain the correct items and quantities.**

**NB: Bidders must take note of the project being Zero VAT rated and the offered amount shall exclude VAT.**

# BILL OF QUANTITIES

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 1 FOR 26 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing's, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and "Happy Letters" for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	26		
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	26		
<b>TOTAL FOR CLUSTER 1 FOR 26 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 2 FOR 24 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing’s, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and “Happy Letters” for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	24		
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No.	24		
<b>TOTAL FOR CLUSTER 2 FOR 24 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 3 FOR 20 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing's, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and "Happy Letters" for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	20		
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	20		
<b>TOTAL FOR CLUSTER 3 FOR 20 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 4 FOR 30 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing’s, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and “Happy Letters” for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	30		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	30		RATE ONLY
<b>TOTAL FOR CLUSTER 4 FOR 30 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 5 FOR 27 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing's, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and "Happy Letters" for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	27		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	27		RATE ONLY
<b>TOTAL FOR CLUSTER 5 FOR 27 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					



## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 6 FOR 24 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing’s, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and “Happy Letters” for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	24		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	24		RATE ONLY
<b>TOTAL FOR CLUSTER 6 FOR 24 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 7 FOR 36 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing's, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and "Happy Letters" for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	36		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	36		RATE ONLY
<b>TOTAL FOR CLUSTER 7 FOR 36 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 8 FOR 22 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing’s, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and “Happy Letters” for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	22		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	22		RATE ONLY
<b>TOTAL FOR CLUSTER 8 FOR 22 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 9 FOR 21 HOUSES)</b>					
<b>No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Amount</b>
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing's, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and "Happy Letters" for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	21		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	21		RATE ONLY
<b>TOTAL FOR CLUSTER 9 FOR 21 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## Mhlontlo Rural Housing

<b>MHLONTLO 260 RURAL HOUSING PROJECT (CLUSTER 10 FOR 30 HOUSES)</b>					
No.	Description	Unit	Qty	Rate	Amount
1.	<b>CONSTRUCTION (40m2)</b>				
1.1.	<b>Foundation/ Slab – Normal</b> – R,S,C,H(Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.2.	<b>Foundation/ Slab- Modified</b> – H2 (Earthworks, Concrete & reinforcement)	NO.	1		
1.3.	<b>Foundation/ slab</b> – Stiffened – H3 (Earthworks, Concrete & reinforcement)	NO.	1		RATE ONLY
1.4.	<b>Wall plate</b> (Brickwork, doors & frames, windows,	NO.	1		
1.5.	<b>Roof</b> (structure, covering & Beam filling)	NO.	1		
1.6.	Completion (ceiling& insulation, finishing’s, Aprons, plastering & painting, Electrical, fascia & barge boards)	NO.	1		
1.7.	5000L Water tank with stand including rainwater goods (gutters, downpipe & tap)	NO.	1		
1.8.	VIP toilets	NO	1		
1.9.	Monthly progress reporting and Extended Public Works Program (EPWP) reports including Community Liaison Officer (CLO) allowance	NO.	1		
1.10.	Provide completion certificates, Certificate of Compliance (COC) for electrical works and facilitate compilation of technical completion certificates and “Happy Letters” for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units and handover of houses; and partial engineering services.	NO.	1		
1.11.	Occupational Health and Safety Plan	NO	1		
1.12.	Implementation of Environmental Management Plan	NO.	1		
1.13.	Procure, Supply, and Install Solar Panels in all houses with adequate connection,(Solar Panel to be connected as an alternate power supply with automated switch gear).Minimum Supply of 20 Amps Single Phase or 1,3 Kva	No	30		RATE ONLY
1.14.	Procure, Supply, and Install Burglar Guards on all Windows and Doors as per Drawing and layout.	No	30		RATE ONLY
<b>TOTAL FOR CLUSTER 10 FOR 30 HOUSEHOLDS (CARRIED FORWARD TO SUMMARY AND FORM OF OFFER</b>					

## **PART C3**

### **SCOPE OF WORK**

### Description of the Works

#### C3.1.1 Employer's Objectives and Overview of the Works

Eastern Cape Department of Human Settlements appointed Mhlontlo Local Municipality as the Implementing Agent to fast track service delivery of low-cost housing. Mhlontlo Local Municipality invites Local Contractors with high performing capacity to undertake housing development and other project related activities to assist in the implementation and completion of project prioritizing destitute & vulnerable beneficiaries living in shacks on informal settlements in all 26 Wards of Mhlontlo Local Municipality.

The Contract is for MHLONTLO 260 RURAL HOUSING which consist of construction/completion of 260 rural houses with the activities of clear and grub, excavations, concrete foundations, brick wall super structure, roof trusses, roof sheets, gutterings and tank stands with 5000L tanks, pit latrine excavations, pit lining, installation of superstructure, electrification wiring, windows and door installation.

#### C3.1.2 Description of Site and Access

The project is located in 26 Wards of Mhlontlo Local Municipality (MLM) with each Ward allocated 10 houses per Ward. The entire project originally consisted of 260 new units in 26 wards, namely ward 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 under Mhlontlo Local Municipality. The project is clustered into 10 clusters with each cluster requirement of 3 GB PE for construction of minimum 15 houses per cluster.

The access is for all sites and reference shall be made with project layout as annexed.

#### C3.1.3 Extent of the Works

The scope of the principal contract includes the following activities:

- Preliminary and General
- Site Clearance
- Platform levelling
- Excavations
- Concrete foundations
- Concrete Surface beds
- Brick wall superstructure
- Roof trusses
- Roof bracing and sheets
- Pit latrine excavations
- Pit lining
- Pit latrine superstructure

##### C3.1.3.1 Services

The services affected are neighbouring Households.

##### C3.1.4 Other Simultaneous Contracts

None.

##### C3.1.5 Site Security

The Contractor shall take every precaution to ensure safety on site and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his personnel, materials on site and the Works in general at all times.

The Contractor shall therefore acquaint himself with the current situation in the area (liaising with the local Police and Community Forums if necessary) and shall provide all security measures, including the employment of security services, as he deems necessary to comply with the requirements of this clause.

**C3.2 Engineering**

**DRAWINGS ISSUED WITH THIS DOCUMENT**

The following drawings are issued with this Document and shall be used for tendering purposes only:

**LIST OF CONTRACT DRAWINGS BOUND INTO VOLUME 3: CONTRACT DOCUMENTS**

<b>Drawing No</b>	<b>Drawing Title</b>
2211-101	Elevations, Section A-A
2211-102	Elevations
2211-001	Ground Floor Plan
2211-002	Roof Plan
2211-201	Pit Latrine Section A-A
2211-202	Pit Latrine top view Plan
2211-301	Electrical Layout
2211-401	Roof trusses and Bracing



**3.3 Procurement**

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C3.3.4: Conditions of Temporary Employment	123-124
C3.3.5: Task Work Related Activities	124-125

### **C3.3.1 Employment of a Community Liaison Officer (CLO)**

A suitable CLO will be sourced from a Project Steering Committee.

### **C3.3.2 Labour Intensive Construction (LIC) Work**

#### **C3.3.2.1 General**

Contractors are encouraged to promote LIC methods where and when possible by utilising temporary local labour from the surrounding local communities.

The chief aim of utilising LIC construction methods on this project is to afford an opportunity to the greatest possible number of members of the local community (and possibly surrounding communities if the circumstances warrant it and approval is granted by the Employer) to obtain temporary employment and where applicable to obtain certified and accredited in-service training, to increase their level of experience and enhance their ability to secure future employment.

There are specific requirements regarding labour intensive construction (LIC) and the use of affirmative business enterprises (ABE's) and historically disadvantaged individuals (HDI's) and with regard to training.

Contractors are encouraged to maximise labour based construction activities (\*) and the Works and activities shall be so programmed and executed that those operations and activities that can reasonably be done by means of hand labour are so performed.

(\*) Although the Contract will be one which requires predominately mechanised constructional plant and equipment, there are certain operations which lend themselves to labour intensive construction methods and such operations are identified in Clause C3.3.2.4 below.

#### **C3.3.2.2 The Community**

The Community in terms of Sub clauses 1. (1)(cc) and 23. (4) of the Special Conditions of Contract shall for the purpose of this Contract be held to include all the residents of Ward 15 and surrounding Administrative area residing within a ten kilometre radius of the site.

#### **C3.3.2.3 Recruitment of Local Labour**

Upon receipt of the Letter of Tender Acceptance the Contractor shall expeditiously proceed to arrange for the recruitment of local labour.

Most of the labour employed on the Contract shall, insofar as such labour is available, be recruited from the local Community stated above, unless it shall be agreed between the Employer, the Engineer and the Contractor that labour residing in neighbouring communities may be recruited and employed.

**C3.3.2.4 LIC Activities**

Contractors are encouraged to carry out the following activities with local labour using LIC methods after suitable training:

- (i) Excavation of shallow trenches up to 1,2 m depth for storm water pipes.
- (ii) Backfilling and compaction of all the above mentioned trenches.
- (iii) Batching, mixing and transport on site of all concrete required to be incorporated into permanent works.
- (iv) Construction of storm water infrastructure.

In addition to the above the Contractor may wish to consider the use of trained local labour and LIC methods for the following activities as well:

- (i) Manufacture on site of precast concrete elements such as inlet cover slabs.
- (ii) Other activities that by their nature are usually done by labour intensive construction methods.

The Contractor is encouraged to add activities to the above list but he shall ensure that the specified standards of construction will be achieved.

Although it is the intention that the above activities be carried out by labour intensive construction methods the Contractor may propose to the Engineer alternative ways in which the work is to be executed. The Engineer's approval of these alternative methods will not be unreasonably withheld from the Contractor.

**C3.3.3 Employment of Local Labour**

**C3.3.3.1 Amount of Labour Offered**

The Contractor shall submit detailed daily labour records to the Engineer indicating respectively the numbers of permanent and temporary local employees employed on the Works and the activities on which they were engaged.

**C3.3.3.2 Payment and Productivity**

In order that the project is economically viable and the employment of labour is not merely a "hand-out" to the local community, it is important that payment of the labour force is linked to productivity. Increased productivity can be achieved by utilising the "Task Work" principle (see Clause C3.3.5), in terms of which the Contractor will be required to reward the labour force on the basis of Tasks completed, subject to the minimum rate of payment per day in terms of Clause C3.3.4

Payment to the local labour force shall be made on a fortnightly basis in respect of Tasks completed during the period.

**C3.3.4 Conditions of Temporary Employment**

The Conditions of Temporary Employment stated below and the Task Work principles given in Clause C3.3.5 have been based on the Framework Agreement between the Congress of South African Trade Unions (COSATU) and the National Committee for Labour Intensive Construction (NCLIC).

The tendered rates and prices will be held to have been based on the following conditions:

<b>SCHEDULED CONDITIONS FOR TEMPORARY EMPLOYMENT</b>	
Rate of payment for Task Work related activities	Minimum Daily Wage: Skilled = R150 p/d Un-skilled = 120 p/d
Minimum rate of payment for labour (participating in activities where no production rate is specified)	Minimum Daily Wage: Skilled = R150 p/d Un-skilled = 120 p/d
Normal working hours per day	9,25 hours
Transport to site	Nil
Payment for all special non-working days (except Sundays and non-working Saturdays) – Relevant clause of General Conditions of Contract 2010:  • Where the worker does not work  • Where the worker does work	Minimum Daily Wage: Skilled = R150 p/d Un-skilled = 120 p/d  2 x Task-rate or 2 x statutory minimum daily wage where no productivity is specified
Payment during accredited training	50% of min daily wage
Notice of termination of temporary employment	7 days
Severance pay	Nil
Workmen’s Compensation Act (WCA) benefits	Applicable
Unemployment Insurance Fund	Applicable

Any changes to the above scheduled employment conditions after the closing of the Tender which affects the Cost of the Works will be dealt with in accordance with Clause 46.4 of the General Conditions of the Contract. **The said employment conditions are not negotiable between the Contractor and any party whatsoever and shall only be amended on written order by the Engineer.**

The rate of payment to local labour will be based on the accepted contractual productivity levels. The Engineers Representative will monitor productivity to ensure that this principle is carried out. For labour intensive construction (LIC) activities where no production rate is applicable, the minimum rate of payment per working day specified above shall apply.

The following conditions of work shall complement the conditions of employment described above:

- (i) Protective clothing shall be supplied to an employee in accordance with the requirement of the Occupational Health and Safety Act.
- (ii) Persons under the age of sixteen years shall not be permitted to work on labour intensive projects.

- (iii) The Contractor shall give to an employee, at the earliest possible opportunity, an induction to and training in terms of the Occupational Health and Safety Act.
- (iv) The Contractor shall give to an employee, at the earliest possible opportunity, notice of the termination of the project and/or the requirements of that employee's participation in the project; provided that such notice shall not be less than 7 days. Payment may be made in lieu of such notice.
- (v) The employee shall, upon termination of his services, be entitled to a certificate of service showing the full names of the employer and the employee, the type of work done by the employee, the date of commencement, a record of training received and the date of termination of the contract and the rate of payment on the date of termination.
- (vi) An employee shall not be required or permitted to work for more than five hours continuously without a meal interval of not less than half an hour during which interval such employee shall not be required or permitted to perform any work.
- (vii) All labour employed on the Site shall be covered by the Workmen's Compensation Act: refer Clause 38. (7) of the Special Conditions of Contract.

### **C3.3.5 Task Work Related Activities**

A Task shall be determined on the basis of what an average person from the local community could complete in a day. A Task shall be defined on the said basis with regard to the prevailing physical conditions e.g. soil density and other regulatory conditions as specified in Clause C3.3.4.

A task is a quantified activity or operation to be performed by a person/labourer in one ordinary working day. The quantification of tasks shall be based on individual employees or a group of employees.

The activities and production rate ranges given in the schedule below have (where indicated) previously been agreed to and sanctioned by the South African Federation of Civil Engineering Contractors (SAFCEC): Western Cape Branch to be realistic and must be used as a guideline by the Tenderer/Contractor in the preparation of his tender in as far as LIC construction methods are concerned.

SCHEDULE OF DAILY TASK PRODUCTION RATE PARAMETERS				
ACTIVITY		PRODUCTION RATE (quantity per task per day)		
No	Description	Unit	From:	To:
1.	Excavation:			
1.1	- Soft (sandy) material: 0 to 1,0 m deep	m <sup>3</sup>	2	5,5
1.2	- Ditto: 0 to 1,5 m deep	m <sup>3</sup>	1,1	4
1.3	- Clayey material: 0 to 1,0 m deep	m <sup>3</sup>	1	3
1.4	- Ditto: 0 to 1,5 m deep	m <sup>3</sup>	0.7	2,8
2	Backfilling in:			
2.1	- Soft (sandy) material: 0 to 1,5 m deep	m <sup>3</sup>	2	5
3.	Trim and compact roadbed	m <sup>2</sup>	38	75
4.	Place and compact sidewalk material (calcrete or ferricrete): 100 mm thick	m <sup>2</sup>	25	50
5.	Place and compact basecourse or subbase (excluding mixing): 150 mm thick	m <sup>2</sup>	15	30
6.	Manufacture (pre-casting):			
6.1	- Kerbs (0,3 to 1,0 m length)	No	15	25
6.2	- Bricks	No	80	200
6.3	- Blocks	No	60	150
7.	Brickwork to manholes and similar (220 mm thick)	m <sup>3</sup>	1,5	3,7
8.	Laying blockwork to toilets	m <sup>3</sup>	2,0	5,0
9.	Mixing concrete	m <sup>3</sup>	0,7	3
10.	Place and spread sand asphalt	t	2,5	5,2

FOLLOWING HAVE NOT YET BEEN SANCTIONED BY SAFCEC				
11.	Backfilling in:			
11.1	- Soft (sandy) material: 1,5 to 2,5 m deep	m <sup>3</sup>	1,8	4,5
11.2	- Clayey material: 0 to 1,5 m deep	m <sup>3</sup>	1,2	3,5
12	Wheelbarrow haul	m <sup>3</sup> .m	270	700

**C3.4 Construction**

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**C3.4 Construction**

**C3.4.1 Applicable Standardised Specifications**

JBCC is applicable in this Contract from inception phase until completion and handover of the project.

The project specifications form an integral part of the contract documents and supplement the standard specifications.

In the event of any discrepancy with a part or parts of the standard specifications, the schedule of quantities or the drawings, the projects specifications shall take precedence.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

**1. PROJECT DESCRIPTION**

*Table 1 c: Project Details*

NO.	AREA AND WARD NO.	LOCAL MUNICIPALITY	DISTRICT MUNICIPALITY	NO. OF PARTIAL SERVICES		NO. OF UNITS
				VIP	RWG	
1	Ward 01	Mhlontlo	OR Tambo	10	10	10
2	Ward 02	Mhlontlo	OR Tambo	10	10	10
3	Ward 03	Mhlontlo	OR Tambo	10	10	10
4	Ward 04	Mhlontlo	OR Tambo	10	10	10
5	Ward 05	Mhlontlo	OR Tambo	10	10	10
6	Ward 06	Mhlontlo	OR Tambo	10	10	10

**Mhlontlo Rural Housing**

<b>NO.</b>	<b>AREA AND WARD NO.</b>	<b>LOCAL MUNICIPALITY</b>	<b>DISTRICT MUNICIPALITY</b>	<b>NO. OF PARTIAL SERVICES</b>		<b>NO. OF UNITS</b>
				<b>VIP</b>	<b>RWG</b>	
7	Ward 07	Mhlontlo	OR Tambo	10	10	10
8	Ward 08	Mhlontlo	OR Tambo	10	10	10
9	Ward 09	Mhlontlo	OR Tambo	10	10	10
10	Ward 10	Mhlontlo	OR Tambo	10	10	10
11	Ward 11	Mhlontlo	OR Tambo	10	10	10
12	Ward 12	Mhlontlo	OR Tambo	10	10	10
13	Ward 13	Mhlontlo	OR Tambo	10	10	10
14	Ward 14	Mhlontlo	OR Tambo	10	10	10
15	Ward 15	Mhlontlo	OR Tambo	10	10	10
16	Ward 16	Mhlontlo	OR Tambo	10	10	10
17	Ward 17	Mhlontlo	OR Tambo	10	10	10

**Mhlontlo Rural Housing**

<b>NO.</b>	<b>AREA AND WARD NO.</b>	<b>LOCAL MUNICIPALITY</b>	<b>DISTRICT MUNICIPALITY</b>	<b>NO. OF PARTIAL SERVICES</b>		<b>NO. OF UNITS</b>
				<b>VIP</b>	<b>RWG</b>	
18	Ward 18	Mhlontlo	OR Tambo	10	10	10
19	Ward 19	Mhlontlo	OR Tambo	10	10	10
20	Ward 20	Mhlontlo	OR Tambo	10	10	10
21	Ward 21	Mhlontlo	OR Tambo	10	10	10
22	Ward 22	Mhlontlo	OR Tambo	10	10	10
23	Ward 23	Mhlontlo	OR Tambo	10	10	10
24	Ward 24	Mhlontlo	OR Tambo	10	10	10
25	Ward 25	Mhlontlo	OR Tambo	10	10	10
26	Ward 26	Mhlontlo	OR Tambo	10	10	10
<b>TOTAL</b>				<b>260</b>	<b>260</b>	<b>260</b>

## Mhlontlo Rural Housing

*Table 2 c : Project Information*

NO.	DESCRIPTION	STATUS	COMMENT
1.	Number of approved beneficiaries	98% Completed	255 beneficiaries approved and HSS list is available. However, it will need physical verification by the Social Facilitator together with the municipality do determine destitution & vulnerability as per Departmental re-prioritization.
2.	EIA Approval/Exemption	Completed	EIA confirmed not applicable.  Exemption to be obtained.
3.	Geotechnical Investigation	Completed	Done by Engineer
4.	Water Tank and Stand Design	Completed	Done by Engineer
5.	VIP Toilet and Design	Completed	Done by Engineer
7.	Foundation Design	Completed	Foundation design done by Engineer
8.	Health and Safety Specification	Completed	Done by Health and Safety Consultants under Engineers
9.	Environmental Management Plan	Completed	Done by Environmental Consultants under Engineers
10.	NHBRC Home Enrolment	Outstanding	Project enrolled with NHBRC
11.	Social facilitation	Outstanding	Ongoing activity and Department and Engineer to undertake.
12.	Monitoring and Certification	Outstanding	To be done by Engineer on site during Construction
13.	<b>Construction of houses with services</b>	<b>Outstanding</b>	<b>To be done by the contractor</b>

14.	Final Account and Close out Report	Outstanding	Engineer and contractor
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**2. SCOPE OF WORKS SCOPE OF WORKS (AND SCOPE OF SERVICES)**

Mhlontlo Local Municipality is looking to appoint 10 local contractors for construction phase as per clusters shown in table 4c below.

The scope of works covers Phase 3 of the project which is Construction of 260 low cost houses as per Table 3 below, for construction of 40, 45 and 50m<sup>2</sup> housing units with water tank and VIP toilets.

It must be noted that the contractor may be instructed to build as per following house typologies: - It must be noted that the contractor might be instructed to build a 45m<sup>2</sup> houses for a Disabled people or a 50 m<sup>2</sup> houses for Military Veterans when the need is identified (Specification for 45m<sup>2</sup> and 50m<sup>2</sup> to be provided later). The work is organized as follows:

*Table 3 c: Housing Typologies*

<b>TYOLOGY</b>	<b>SIZE</b>	<b>NO. OF UNITS</b>
<i>1. Normal House</i>	<i>40 m<sup>2</sup></i>	<i>260</i>
<i>2. Disabled</i>	<i>45 m<sup>2</sup></i>	<i>-</i>
<i>3. Military Veteran</i>	<i>50m<sup>2</sup></i>	<i>-</i>

Table 4c: Project Cluster

<b>Cluster Number</b>	<b>Clustered Wards</b>	<b>NO. OF UNITS</b>
Cluster 1	Wards 01, 02, & 03 (10,10,&6)	26
Cluster 2	Wards 03, 04, & 05 (04,10,&10)	24
Cluster 3	Wards 08, & 26 (10,& 10)	20
Cluster 4	Wards 06, 07, & 24 (10,10,&10)	30
Cluster 5	Wards 09, 10, & 11 (10,10,& 07)	27
Cluster 6	Wards 11, 12, 17, & 25 (03, 10, 01, &10) Ntabankulu Cluster	24
Cluster 7	Wards 13, 14, 15, & 17 (10,10,10, & 06)	36
Cluster 8	Wards 16, 17, & 23 (10,03,& 09)	22
Cluster 9	Wards 21, 22, & 23 (10,10,& 01)	21
Cluster 10	Wards 18, 19, & 20 (10,10,& 10)	30
<b>TOTAL</b>		<b>260</b>

### **3. PROJECT PHASE THREE (3) – CONSTRUCTION SERVICES**

This phase will entail construction of 260 (Clustered to 10 Contractors) new houses, Occupational Health and Safety and Environment Management and provide necessary report for close out for Construction of top structures (40m<sup>2</sup>).

The successful Service Provider will be responsible for activities detailed below:

- 3.1.1** Attend all project related meetings.
- 3.1.2** Construction of forty square meter (40m<sup>2</sup>) top structures.
- 3.1.3** Construction of forty-five square meter (45m<sup>2</sup>) unit for disabled (wheelchair bound) with wheelchair ramp and grab rails etc. Where necessary.
- 3.1.4** Construction of fifty square meter (50m<sup>2</sup>) unit for military veterans with brick pillar carport for a single car, built in cupboards, 2 plate hops, fencing, floor, and vinyl tiling on the floors. Where necessary.
- 3.1.5** Monthly progress reporting and Extended Public Works Program (EPWP) reports.
- 3.1.6** Occupational Health and Safety and Environment management.
- 3.1.7** Provide completion certificates for all milestones and “Happy Letters”, C.O.C (certificate of compliance) for electrical installation for all completed units and Further engagement with NHBRC to obtain Final Unit Reports (FURs) for all completed units.
- 3.1.8** Handover of houses; and partial engineering services.
- 3.1.9** Provide documents for detailed close-out of the project.



## **4. SPECIFICATIONS**

**NB: The Construction service provider should consider hereunder mentioned details when constructing as per Specification:**

### **4.1. GENERAL**

- 4.1.1. All works to be carried out in compliance with the Department of Housing Generic Specifications (GFSH 1 to 11) and the Technical Guidelines as contained in the Housing Code and NHBRC Home Builders Manual OR / and Agreement South Africa Technical description;
- 4.1.2. All Department of Labour and Expanded Public Works Program (EPWP) requirements should be met;
- 4.1.3. All works to be done in compliance with the current Occupational Health & Safety Regulations;
- 4.1.4. All works must also be done in compliance with all Environmental Regulations;
- 4.1.5. All relevant Local Authority requirements to be adhered to and relevant permission obtained and
- 4.1.6. All works must be done in compliance with the Department of Local Government Covid-19 Regulations as well as the NHBRC Guidelines for the Management of Projects Under Construction, During and Post Covid-19.

### **4.2. INFRASTRUCTURE**

- 4.2.1. Construct and ensure water tanks and VIP toilets where necessary and partial services is done in accordance with the approved designs and specifications.
- 4.2.2. Guidelines for Human Settlements Planning and Design Vol. 1 & 2 (“Redbook”);
- 4.2.3. Department of Housing Generic Specification, GFSH 08 and
- 4.2.4. NHBRC Technical Requirements and SANS 10400.

### **4.3. VIP TOILETS**

- 4.3.1. Must be installed to withstand all weather conditions;
- 4.3.2. Top structure floor area must be a minimum of 1m<sup>2</sup>; and a minimum internal height of 1.8m;

- 4.3.3. Walls must be prefabricated concrete walls that can be disassembled and reassembled with ease (panel sizes must allow assembly without mechanical assistance);
- 4.3.4. Top structure must be anchored to the floor;
- 4.3.5. Doors must be stainless steel fully galvanized lockable and spring-loaded door;
- 4.3.6. Roof must be concrete slab;
- 4.3.7. Floors must be concrete;
- 4.3.8. 100mm black ventilation pipe fixed to the back of the toilet top structure, extending minimum 200mm above the roof (to ventilate the pit);
- 4.3.9. Pan with toilet seat;
- 4.3.10. Pit to have a minimum volume of 2.2m<sup>3</sup> and to be lined; and
- 4.3.11. Pit to be sealed if dictated by the Groundwater Protocol investigation.

#### **4.4. WATER TANKS:**

- 4.4.1. Must be a minimum size of 5000 litres (SABS approved);
- 4.4.2. Tanks to be seated on a plinth of minimum height of 0.5m;
- 4.4.3. Tank stand must be designed to support the full tank as well as withstand all weather conditions; and
- 4.4.4. Gutters and down pipes provided to drain the entire roof into the tank and gutters must be fixed to the wall up to the water tank and must be designed to withstand all weather conditions while the tank is empty or full;

#### **4.5. TOP STRUCTURE**

In addition to the specification already mentioned, the following are additional minimum requirements:

- 4.5.1. 2011 revised National Building regulations; South African National Standards (SANS) 10400 XA Energy Usage in Buildings.
- 4.5.2. All external doors must be SABS approved hardwood such as meranti frame ledged button doors or similar approved doors.
- 4.5.3. All door locks must be SABS approved with a minimum of five-year guarantee.
- 4.5.4. SABS approved roof trusses to be used and Roof Covering to be cement roof tiles.

- 4.5.5. Smaller size windows and special low E clear and E opaque safety glass for all window types as prescribed.
- 4.5.6. Concrete aprons to be provide on all 4 sides with a minimum width of 1000mm including storm water management precautionary measures (as per NHBC project enrolment requirement).
- 4.5.7. Fascia's and barge boards and gutters with pipe work.
- 4.5.8. House to be plastered and painted both internally and externally.
- 4.5.9. Installation of a ceiling with the prescribed air gap for the entire dwelling.
- 4.5.10. Installation of above ceiling insulation comprising a 130mm mineral fibre glass blanket for the entire house; and
- 4.5.11. Installation of a pre-paid meter with distribution board including plugs and lights to all living areas of the house.
- 4.5.12. One work surface to be provided in the kitchen area (minimum length 1m, height 1m and width of 0.5 m);

## **5. PROJECT DELIVERABLES**

### **5.1. GENERAL**

The scope of works detailed in Section 4 clearly describes the extent of what is expected from the Contractors. Project deliverables can, however, be summarized as follows:

- 5.1.1 Completing the actual construction and connection of engineering services (water tank & VIP toilet) and top structures as described in the scope of works, including providing FURs and "Happy Letters".

## **6. PROPOSAL FORMAT**

All respondents must submit (one) 1 sealed envelope of their proposals to fulfill the project deliverables described above:

### **6.1. FINANCIAL SCHEDULE OF RATES**

The Average Construction Rate is firm and fixed for duration of contract as per table 5 below, including total fees and expenses (**VAT zero rated**), to complete the project.

Table 5 c: Average Construction Rate for 40m2 house

HOUSE TYPOLOGIES	SIZE	NO. OF UNITS	AVERAGE CONSTRUCTION PER UNIT
1. Normal House (All Clusters 1, 2, 3, 4, 5, 6, 7, 8, 8, 9, &10)	40 m <sup>2</sup>	260	R 165 000.00

**NB: Average construction rate as per above include all extra ordinary site conditions i.e. all Geo Technical site condition and this is an urban project where houses to be build are in one area with layout plan & General Plan.**

The Financial schedule provided shall specify and state a firm and fixed price, including total fees and expenses (VAT zero rated), to complete the project.

## 7. PAYMENT MILESTONES AND PRICE GUIDELINES

Payment will only be made upon the completion of milestones (payment milestones) and price guideline as follows:

**NB:** A sectional completion plan must be provided as a proposal by the contractor, agreed upon and approved by the Department. A written approval of the sectional completion plan must form part of the contract.

The rate of **R 165 000.00 per unit** will be utilized as the market related price

## 8. EVALUATION CRITERIA

**8.1.** Regulation 3 of the Preferential Procurement Policy Framework Act 2000: Preferential Procurement Regulations 2017, (the Regulations) stipulates that an organ of state must, prior to making an invitation for tenders, determine and stipulate the appropriate preference point system to be utilized in the evaluation and adjudication of tenders.

- 8.1.1.** Regulation 6 further stipulates that the points scored by a tenderer in respect of the level of B-BBEE contribution must be added to the points scored for price.
- 8.1.2.** This bid will be subjected to one (1) stage of evaluation which is Price and B-BBEE Status Level of Contribution Evaluation.
- 8.2.** It is acknowledged that the contents of the bid submitted in response to this bid are confidential and shall not be released to parties other than the Department. Final selection and summary of evaluations will become part of the public record as distributed to the Department stakeholders. Only the name and address of the successful bidder will be released to the unsuccessful respondents after awarding is finalized.

**9. EVALUATION FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

- 9.1.** On local content designated items, only locally produced goods, or services with a stipulated minimum threshold for local production and content of 100% will be considered;
- 9.2.** The relevant designated sector: Steel and Plastic Products and Components. The minimum threshold for local production and content: 100%: - Reinforcing Bars (100%) Door and Window Frames (100%) Roof Trusses (100%) Joining Connection Components (100%) Damp Proof Course (100%), Damp Proof Membrane (100%) Ceiling (100%) Gutters (100%) and Water Tank (100%);
- 9.3.** Exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid;
- 9.4.** Failure to indicate minimum percentage (%) or not meeting minimum percentage for local content will automatically invalidate the bid for further consideration;
- 9.5.** If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from the DTI should there be a need to import such raw material or input and a copy of this authorization letter must be submitted together with the bid document at the closing date and time;
- 9.6.** Bidders must complete SBD 6.2 with Annexure C and it must be submitted with the bid at the closing date and time. Failure to submit will invalidate the bid;
- 9.7.** The main contractor may not subcontract work to an extent that the local content and production is compromised. The conditions and rules applying to the main bidder on local production and content also apply to the sub-contractor(s);

- 9.8. For further information, bidders may contact the Steel products and components unit within DTI at 012 394 5157
- 9.9. Bids which have not scored the required minimum percentage of 100% for Local Production and content will be disqualified unless the bidder obtains exemption from DTI at this stage. Only qualifying bids will proceed to the evaluation on Price/B-BBEE status level of contribution

## 10. OBJECTIVE CRITERIA

The Municipality reserves the right not to appoint the highest points scorer when:

- 10.1 In a case where the consultant has quoted below the quantum of **R165 000.00 per unit**. The price will be fixed for the duration of the contract and no price related variation orders will be accepted.
- 10.2 The highest points scorer has already been awarded another project from the Eastern Cape Department of Human Settlements (ECDOHS) within a period of ninety (90) days starting from the approval of the appointment letter irrespective of whether the project has started or not. In an exceptional case where all the service providers in that category have all benefited within 90 days then the highest point scorer can be considered.
- 10.3 The highest points scorer has been awarded a project/s from the ECDOHS consisting of five hundred (500) units within a period of twelve (12) months including ninety (90) days mentioned above. In exceptional cases where all the service providers in that category have all benefited and exceeded five hundred 500 units, the highest point scorer can be considered.
- 10.4 The Municipality reserves the right to cancel the bid;
- 10.5 The Municipality is not obliged to appoint the bidder with the highest number of points scored;
- 10.6 Where the highest point scorer declines the appointment, the second highest point scorer will be considered, and if the second highest scorer declines the appointment the third highest point scorer will be considered.
- 10.7 The Municipality will **not** negotiate a price higher than that quoted by the bidder.
- 10.8 The rate **of R165 000.00** will be utilized as the market related price.
- 10.9 The Municipality may.

- 10.9.1 Negotiate a market-related price with the tenderer scoring the highest points;
- 10.9.2 If the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points;
- 10.9.3 If the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender;
- 10.9.4 If a market-related price is not agreed as envisaged, the Municipality will cancel the tender.

## **11. LEGALITIES OF CONTRACT AND TENDER RULES**

### **11.1. GENERAL CONDITIONS OF CONTRACT**

**11.1.1.** The JBCC 2000 Series is applicable in this Contract.

### **11.2. LOCAL PRODUCTION CONTENT**

**11.2.1.** Appointed contractors who implement the Department of Human Settlements' projects within the jurisdiction of the municipality, must procure goods within that local municipality and district. Where it is proven beyond reasonable doubt that these goods and material could not be found, the service provider must inform the client before proceeding to the district jurisdiction. When they are convinced that no supplier in the area, then they can proceed to the jurisdiction of the district municipality;

**11.2.2.** Where possible the appointed contractor will source the following locally found commodities that are used in the construction of a house in accordance with the Department of Human Settlements' norms and standards of housing designs and specification:

11.2.2.1. Sand and cement, Concrete using aggregates such as 19mm stone, cement and sand, Mesh reinforcement – Ref 193 / 245, Damp proof Membrane 250 micron, M4 or M6 Blocks, Timber, steel and aluminium windows, Timber, steel and aluminium doors, Timber roof trusses, Clay roof tiles, Fibre cement or rhino board ceiling, Fibre cement Fascia's and Barge board, Paints Rainwater goods, and Plumbing material.

### **11.3. SPECIFIC CONDITIONS OF THE CONTRACT**

Special Conditions that apply to this contract are as follows:

**11.3.1.** The Contractor will have to sign a valid contract agreement with the Municipality immediately upon approval of the award;



- 11.3.2. The Contractor will be liable for any recollection of missing data, as a result of poor completion of questionnaire by the appointed entity;
- 11.3.3. The Municipality reserves the right to cancel the bid;
- 11.3.4. The Municipality is not obliged to appoint the bidder with the highest number of points scored;
- 11.3.5. Copyright of the reports to be delivered by the bidder to the Municipality will vest upon the Municipality on acceptance of the final reports;
- 11.3.6. Municipality reserves the right to conduct risk analysis on whether to appoint a contractor or not;
- 11.3.7. The Contractor must have access to internet as basis of communication (email);
- 11.3.8. The Contractor will submit issued Bill of Quantities (BOQ);
- 11.3.9. The Contractor will furnish the Municipality with an invoice upon Completion of each milestone (along with other required supporting documentation);
- 11.3.10. Contractor will be required to attend an initial meeting organized by the Municipality to introduce the relevant project stakeholders;
- 11.3.11. The Contractor will be liable for any recollection of missing data because of poor completion of questionnaire by the appointed entity;
- 11.3.12. All works must be done in compliance with the Department of Local Government Covid-19 Regulations as well as the NHBRC Guidelines for the Management of Projects Under Construction, During and Post Covid-19.

**12. DURATION OF THE PROJECT**

The duration of the project (Construction) is expected to be for maximum period of Eighteen (18 months).

<b>Item no.</b>	<b>Description</b>	<b>Duration (months)</b>
1	Construction Professional Services	18
<b>Total</b>		<b>18</b>



### 13. COLLECTION OF BID DOCUMENTS

Bid documents will be available from the 05<sup>th</sup> July 2023 or on the website (www.mhlontlo.localmunicipality.gov.za).

### 14. SUBMISSION OF TENDER DOCUMENTS

**14.1.** Bid documents must be deposited in a Bid Box (that is accessible 24 hours) situated at the **Ground Floor, Municipal Offices, 96 Lungile General Mabindla, Qumbu.**

**14.2.** Bid documents must be submitted in one (1) envelope clearly marked with bidder's name and as follows:

**MHLONTLO 260 HOUSING: APPOINTMENT OF A CONTRACTOR FOR CONSTRUCTION OF 260 HOUSES IN ALL WARDS OF MHLONTLO LOCAL MUNICIPALITY UNDER OR TAMBO REGION**

**14.3.** Faxed or emailed bid proposals will not be accepted.

### 15. BID VALIDITY

This bid will be valid for one hundred and twenty (120) days after the closing date.

### 16. CONTACT DETAILS ON TERMS OF REFERENCE

All technical enquires regarding this bid may be directed to **Mr. Q. Madikida: Contracts/Project Manager** – Sonke Sanda Pty Ltd, Mthatha

Cell: 047 531 4044/082 316 9100

Email: [madikidaq@sonkesanda.com](mailto:madikidaq@sonkesanda.com)

Municipal contacts are as per advert for both Technical and Supply Chain Queries.

**C3.4.2 Drawings**

The Contractor will be supplied with three copies of each of the drawings. These prints will be issued free of charge and the Contractor shall make any additional prints he may require at his own cost.

Any information in the possession of the Contractor, which is necessary for the Resident Engineer for completing his as-built drawings, shall be supplied to the Resident Engineer before a certificate of completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the engineer. The engineer will supply any figured dimensions, which may have been omitted from the drawings.

The Contractor shall also check levels and all clearances given on the drawings and shall inform the engineer of any discrepancies before he commences any work.

**C3.4.3 Applicable Particular Specification**

The following Particular Specification is bound into the document (or information is given as to where they are available) and shall apply:

**a) Health and Safety Requirements**

A pre-construction health & safety specification has been compiled as required by the Health & Safety Act 85/1993 and the now promulgated Construction Regulations (July 2003).

The specification is incorporated in this document in Section 3.6: Annexes.

**C3.4.4 Site Facilities Available**

**a) Location of Camp Site**

The location of the Contractor's camp including the material storage areas will be on the site of the Works and will be subject to the Engineer's approval.

**b) Power Supply and other services**

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

**c) Housing for Contractor's employees**

Other than the security personnel employed in terms of the Contract no housing on site shall be allowed. The Contractor is in all respects responsible for the housing and transportation of his employees, and for the arrangement thereof and no extension of time due to any delays resulting from this will be granted.

**d) Ablution Facilities**

The Contractor shall make his own arrangements for site ablution facilities at a rate of one toilet per ten workmen and shall furthermore be responsible for all costs involved with the removal of night soil.

**C3.4.5 Site Facilities Required (Engineer)**

**a) Facilities for the Engineer**

No housing is required for the Engineer..

**b) Site instruction book**

A triplicate book shall be supplied by the Contractor to be used for site instructions and shall be available on site at all times.

### **C3.4.6 Contractor Site Facilities**

**a) Camp Site**

The contractor shall make all arrangements of whatsoever nature, for the establishment of his construction camps, offices, stores and workshops on the site. He shall conclude all negotiations with landowners or local authorities with regard to acquisition of land for such camps etc. for the duration of the contract period and hereby indemnifies the Employer from any action that might arise as a result of his negotiations.

**b) Sanitary Arrangements**

The Contractor shall exercise strict control over sanitary arrangements to avoid nuisance and complaints from the public. The Contractor shall make his own arrangements with the responsible local authority regarding the disposal of refuse, and must allow for all costs in connection therewith including arrangements for sewage connection in his tendered rates.

**c) Water Supply**

The Contractor shall make all his own arrangements for the supply of potable water.

The Contractor shall at his own expense provide, lay, install, connect up and maintain in good condition from the point of supply, all piping, fittings, cables conductors and other equipment used by him in connection with the contract works. All such installations shall comply with the relevant regulations and shall be maintained to the approval of the Local Authority and the Resident Engineer.

**d) Removal of Contractor's Temporary Services**

The Contractor shall be responsible for recording on a plan of the works, the position of any pipes, cables, etc., he may lay for the purpose of this contract and shall be responsible for the removal thereof when the works are complete.

### **C3.4.8 Minimal disturbance to environment**

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the Contract. Roads used for transporting material shall be kept clean and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Stacking of cut-down trees and vegetation on-site is not allowed as this is a possible fire-hazard. Under no circumstances will the burning of rubble, trees or bush be allowed on site.

### **C3.4.9 Site maintenance**

During the progress of the work as well as upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The Contractor shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.

### **C3.4.10 Spoil Material**

No indiscriminate spoiling of material on site or elsewhere will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the Contractor and approved by the Engineer. Such site shall

meet with the approval of the local authority within whose area it falls and the spoiling shall comply with all the statutory and municipal regulations.

**C3.4.11 Testing and quality control**

The Contractor shall engage the services of an approved and independent testing laboratory for the testing of materials and the quality testing of layerworks to ensure that his work conforms to the specifications.

No separate payment will be made for contracting the services of an approved laboratory and the costs for complying with this requirement will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications.

The results of all tests performed during the course of the Contract will be made available to the Engineer as soon as these become available.

**C3.4.12 Samples**

The Contractor shall at his own cost supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

**C3.4.13 Proprietary Materials**

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" or "similar approved" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer.

**C3.4.14 Manufacturer's Instructions**

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

**C3.4.15 Setting Out of Work**

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the datum to the Site of Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels.

The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons.

The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

### **C3.4.16 Notices, Signs, Barricades and Advertisements**

The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the Works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of the works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The standard name board is specified, the cost of which shall be included in the rates tendered under Section 1300 of the Bill of Quantities.

### **C3.4.17 Construction in Limited Areas**

It may be necessary for the Contractor to work within confined areas. Except at structures, no additional payment will be made as described for "restricted areas" in section 6100 of the standard specifications. The method of construction in these restricted areas will depend largely on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions and that the

rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

**C3.4.18 Length of Trenches**

Where no limitations are imposed by construction stages and unless otherwise permitted in writing by the Engineer, not more than 50 m of trench in any one place shall be opened in advance of pipe laying operations.

No trench may be left open outside of working hours unless suitably protected and safeguarded and so approved by the Engineer.

**1. SECTION 1: GENERAL REQUIREMENTS AND PROVISIONS**

**SERVICES**

Substitute "The contractor will be introduced to known services" in the fourth paragraph with "The contractor shall be liable for all costs and subsequent costs arising from the damage cause by him to known services."

Add the following:

"The contractor shall give the engineer at least one week's notice before the exposing of any service may be commenced with. Notwithstanding the above, the contractor may not commence with the exposing of any service before the approval of the engineer has been given to him".

**PROGRAMME OF WORK**

Insert the following at the end of the first paragraph:

Once approved by the Engineer in writing, this programme shall be known as the Contract Programme. The Contractor shall take such steps as are necessary at all times to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the Tender and/or as extended by the Engineer in writing."

The programme shall be updated monthly in accordance with the progress made by the Contractor. The critical path must be clearly indicated.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since his programme will form the basis for any contractual negotiations concerning extensions of time once the contract has commenced.

Failure to comply with these requirements entitles the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for completion of the works, or for additional compensation.

Add the following to the end of this sub clause:

"Should the Engineer require a revision to the Contract Programme for whatever reason, two paper prints of the Contract Programme, or revision thereof, shall accompany each approval request.

The Contractor shall not be entitled to any payment of cost incurred with respect to revisions or amendments of his Contract Programme."

Add the following additional sub-clause:

c) Reporting

The Contractor shall submit to the Engineer at least three days before each Monthly Site Meeting, a Monthly Progress Report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the Monthly Site Meeting. This shall be in the form of a detailed narrative supplementing the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have been or will be taken (e.g.) reprogramming, additional plant and/or labour resources, etc.) to ensure that the specified date of completion is not overrun.
- (iii) Status report for all plant employed on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site.

### **WORKMANSHIP AND QUALITY CONTROL**

Add the following to the third paragraph:

“The cost of quality control tests done by the engineer during the course of the contract will be for the employer’s account. The engineer however reserves the right to let the contractor pay for failed tests.”

### **THE SETTING-OUT OF WORK AND PROTECTION OF BEACONS**

Substitute the first sentence of the second paragraph with the following:

“The contractor shall, within a period of fourteen (14) days or such longer period as may be permitted by the engineer, after receive of the full particulars, check all beacons, reference marks, etc. and any discrepancy shall immediately be reported in writing to the engineer.”

### **CERTIFICATE OF COMPLETION OF THE WORKS**

The Works shall be completed within a period of 36 (Thirty Six) months including the Contractor's holidays in December/January as well as any special non-working hours/days specified, after receipt in writing of the order issued in terms of relevant clause of the General Conditions of Contract.

The maintenance period of Three (3) months required for this contract will be calculated from the date of completion of all the works to the satisfaction of the Engineer in terms of relevant clause of the JBCC 2000 Series

### **MEASUREMENT OF DEPTH OF TRENCHES AND FOUNDATION EXCAVATIONS**

Substitute the last two sentences with the following:



"Where trenches are excavated in accordance with the fill method in the completed or partly completed road prism, the depth of excavation shall be measured and paid for in accordance with the minimum cover as specified on the drawings or as instructed by the Engineer, whichever may be applicable."

### **ENVIRONMENTAL IMPACT CONTROL**

Add the following additional clause after clause 1229.

#### **Environmental Impact Control**

In addition to aspects of design which are intended to avoid or reduce environmental impact, and also in addition to normal good construction practices expected of the Contractor, the following shall be observed and unless otherwise specified, no separate payment will be made for observing these requirements as it is deemed to be included in the amount tendered for item 13.01 (a), (b) and (c) but any avoidable non-compliance with these requirements which could have been avoided in the opinion of the Engineer may be considered sufficient grounds for withholding payment in part of all the amounts to be paid for the above item 13.01".

##### **(a) Restriction of working areas**

Working areas are defined as those areas reasonably required by the Contractor to construct the contract as agreed with the Engineer. These shall generally be restricted to within the road reserve but where this is not possible they shall be kept to a minimum in order to minimise damage to areas outside the road reserve. Where designated working areas require rehabilitation this shall be paid for.

Before commencing any other work, the Contractor shall, in order to prevent unauthorised movement of persons or vehicles outside designated working areas and access road servitudes, erect and maintain temporary fences along the boundaries of the working areas, access roads, spoil and stockpile areas etc. as agreed with the Engineer and landowners.

Movement of vehicles and personnel outside the designated working areas will not be permitted without the written authorisation of the Engineer.

Discipline on site and in the camp shall be to such a degree as to indemnify the Employer from all complaints.

##### **(b) Protection of fauna and flora**

No trees or shrubs shall be removed from the road reserve unless so instructed by the Engineer in the interest of the road and road safety.

No vegetation inside the road reserve, natural or planted, shall be disturbed unless directly required to execute the work.

##### **(c) Refuse**

The Contractor shall be responsible for the establishment of a refuse control system that is acceptable to the Engineer.

The Contractor shall ensure that all construction debris (e.g. cement bags, timber, wire, nails, etc.) waste and surplus food, food packaging, litter and organic waste are not deposited by his employees anywhere on, or off, the site except in refuse bins for removal on a regular basis by the Contractor. Refuse bins shall be litter-proof of a design approved by the Engineer, e.g. 210 litre oil drum with suitable lid all painted bright yellow.

Refuse collected must be disposed of only at a site(s) approved by the Engineer and Local Authority. The Contractor shall provide labourers to clean up the Contractor's camp and working area at least once a week.

(d) Toilets

The Contractor shall provide suitable sanitary arrangements at his camps, offices, workshops and construction sites for his staff. A minimum of one toilet shall be provided per 15 persons at each working area. If outside toilets are provided, they shall be of a neat construction and shall be provided with doors and locks and shall be secured to prevent them blowing over. Sanitary arrangements shall be to the satisfaction of the Engineer and the local authorities.

The Contractor shall be responsible for providing all sanitary services for himself, the Engineer's supervisory staff and subcontractors. The Contractor shall keep the toilets in a clean, neat and hygienic condition.

**2. SECTION 1.4: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS**

**PAYMENT**

Item .....	Unit
B13.01: The contractor's general obligations .....	lump sum or month
a) Add the following paragraphs after the paragraph numbered (iii):	
(iv) "Provision of a suitable vehicle for inspection of the works during site meetings to be held approximately once a month. The vehicle shall be in a neat, clean and serviceable condition".	
b) In paragraph (2) substitute	
"excluding contingencies and price adjustments in terms of clause 49 of the general conditions of contract" with "excluding any payment made under payment item B13.01, contingencies and price adjustments in terms of relevant clause of the general conditions of contract."	

**Compilation of Health and Safety Plan.....Sum**

The unit of measurement for the compilation of Health and Safety plan in accordance with applicable legislations shall be sum of cost incurred by the Contractor in preparation of such document and maintenance of it thereafter.

The tendered rate shall include full compensation for all work necessary for the preparation of such document and maintenance thereafter. This document and appointments in accordance with applicable legislation should be approved by the Engineer before any payment under this Item can be effected.

**Additional Survey Required by the Engineer.....km**

The unit of measurement shall be the kilometres of road surveyed.

The tendered rate shall include all the expenses incurred for supply of site survey plans showing all ma-made features and/or land marks along the newly constructed road.

- (b) Overhaul

Add the following:

"An unlimited overhaul shall be applicable to all material from commercial sources or to material from sources of which the locating there-of is the Contractor's responsibility".

**3. CLEARING AND GRUBBING**

**EXECUTION OF THE WORK**

- (d) Preclearing of vegetation

Add the following:

"The contractor shall program his work in such a manner that preclearing will not be necessary".

**MEASUREMENT AND PAYMENT**

Item ..... Unit

**Preclearing of surfaces (on the written instruction of the Engineer only ..... hectare (ha)**

Substitute the clause with the following:

"No payment will be made for the preclearing of surfaces and the cost of such preclearing shall be at the contractor's expense".

**4. TESTING MATERIAL AND WORKMANSHIP**

**MEASUREMENT AND PAYMENT**

Item ..... Unit

**Testing material by the engineer ..... Provisional Sum**

The provisional sum provided shall cover the cost of additional and duplicate testing done by the engineer.

**C3.5 Management**

<b>Contents</b>	<b>Pages</b>
C3.5.1 Construction Programme and Methods	155-156
C3.5.2 Features Requiring Special Attention	157
C3.5.3 Workmanship and Quality Control	157
C3.5.4 Liaison with Local Authorities	157-158

**C3.5.1 Construction Programme & Methods**

**a) Time for Completion and Programme**

The Works shall be completed within 144 (One Hundred and Forty Four) weeks, which period includes the normal days of inclement weather (as specified in Contract Data of this document), but is exclusive of the year end break, and special non-working days falling outside thereof.

The Contractor will be required to develop and maintain for the full duration of the contract, a Works

Programme, the purpose of which it will be to ensure that the work is carried out and controlled in such a way that the Contract is completed within the time stated in the tender or in the time extended by the Engineer in writing.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, and restricted working space, the availability of material, machines and labour into account during the tender stage and in compiling of a Construction Programme.

**b) Construction Programme**

The Contractor must submit his Construction Programme within the time stated in the Appendix to the Tender. The programme is subject to the Engineer's approval and remains so for the duration of the Contract.

This programme shall be in the form of a Gantt bar chart or other time/activity form acceptable to the Engineer. The unit of measurement in respect of the time periods of activities will be weeks.

The programme shall reflect at least the following information:

- (i) A description of each of the major activities to be carried out during the Contract and the sequence in which they will be done.
- (ii) The programmed time for executing each activity.
- (iii) The dependencies which exist between the various activities and whether these are time-related or resources-limited or both.
- (iv) The critical path of activities on which final completion of the Works is dependent.
- (v) The amount of slack time for non-critical activities.

The following details shall also accompany the programme:

- (i) Proposed number of working hours per day, working days per week, "pay weekends" (if any), and any proposed holiday or other shut down periods.
- (ii) Schedule of proposed labour resources (giving a breakdown of engineers/technicians, foremen, supervisions, artisans, skilled and unskilled labour) for each major activity.
- (iii) Schedule of proposed plant resources (giving a breakdown of description and number of units) for each major activity.

If during the course of the Contract the progress of work falls behind on the programme, or if the sequence of operations is altered, or if the programme is deviated from in any other way, the

Contractor shall within one week of being notified by the Engineer submit a revised programme.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the Time for Completion as defined in the General Conditions of

Contract, taking extension of time granted into account. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by either providing more labour and plant on site, or by using the available resources in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the programme or revised programme shall be sufficient reason for the Engineer to take steps as provided in relevant clause of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

It is in the Contractor's interest to give as much information as possible about times allowed for construction as well as resource or other limitations on programme times, since this programme will form the basis for any contractual negotiations about extensions of time once the contract is commenced. Failure to comply with any of these requirements will entitle the Engineer to use a programme based on his own assumptions to evaluate claims for extension of time for the completion of the work and/or for additional compensation.

**Once approved by the Engineer in writing, this programme shall be known as the Contract**

Programme and shall be revised only as described below. Minor revisions to the Contract Programme may be introduced from time to time by mutual agreement between the Contractor and the Engineer. Should the Engineer require a major revision to the Contract Programme for whatever reason, the Contractor shall be notified in writing and such revision shall be submitted for approval to the Engineer within two weeks of receipt of such notification.

If a revised programme is issued, the effect on the initial critical path must be clearly indicated by the Engineer as must the steps required to be taken to ensure the completion of the contract within the stated Time for Completion.

The Contractor shall submit to the Engineer, at least three working days before each monthly site meeting, one paper print of the Contract Programme with detailed programmes (as described below) duly marked up to reflect the actual progress up to that date.

### c) Reporting

The Contractor shall submit to the Engineer at least three days before each monthly site meeting a monthly progress report which shall include the following:

- (i) A summary of progress on site over the month immediately preceding the monthly site meeting. This shall be in the form of a detailed narrative to the Contract Programme.
- (ii) Highlight activities running late, indicating what steps have (or will) be taken (eg reprogramming, additional plant and/or labour resources, etc.) to ensure that the specified date of completion is not overrun.
- (iii) Status report of all plant utilised on site.
- (iv) Status report of all labour resources employed on site.
- (v) Status report of all material on site.

No separate payment will be made for observing these requirements as it is deemed to be included in the amounts tendered for Preliminary and General items.

### **d) Methods**

Construction methods must be of such a nature that no person, property or improvements in the vicinity of the works is endangered. The Employer accepts no responsibility for any work executed without written permission outside the site of Works.

## **C3.5.2 Features Requiring Special Attention**

### **a) Dealing with Water**

The Contractor is responsible for the control of storm-water from adjoining areas, the site underground water seepage. No additional payment will be made in this regard and the costs involved in complying with this Clause will be deemed to be included in the various tendered rates.

### **b) Record Drawings**

As the Works proceed the Contractor must keep detailed records of all changes to the plans. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose. No separate payment will be made for this and it will be deemed to be included in the rates tendered for the relevant items.

Any information in the possession of the Contractor which is necessary for the Engineer's Representative to complete his "as-built" drawings must be submitted to the Engineer before a Certificate of Completion will be issued.

Only figured dimensions shall be used and drawings shall not be scaled unless so instructed by the Engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

### c) Safety

Since the construction occurs in a built-up area the Contractor must take the safety of the residents and their properties into account during the planning and execution of the Works. All open trenches, services, materials and machines must be protected and clearly marked.

### C3.5.3 Workmanship and Quality Control

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Engineers, Foremen, Surveyors, Materials Technicians, other Technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the Contractor shall be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing that will be required for process control. The Contractor shall at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the Engineer for examination, the

Contractor shall furnish the Engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications.



**C3.5.4 Liaison with Local Authorities (if applicable)**

The Contractor will have to liaise with Local Authorities regarding the following matters:

(i) Dealing with traffic.

(ii) Locating existing underground services (including application for all necessary work permits and Way leaves).

(iii) Protection of existing services during construction.

All the relevant authorities were notified of above operations. It is then the Contractor's onus to immediately contact all these authorities and to accommodate their involvement in his Programme of Work. The Contractor should also warn the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the Contractor at any time have failed to keep the Local Authorities informed.

The Engineer or Employer must immediately be notified should the Contractor experience any problem regarding work which involves a Local Authority.

**C3.6 Annexes**

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**HEALTH AND SAFETY REQUIREMENTS**

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23.3

### 1. INTRODUCTION

- 1.1. In terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), **Eastern Cape Department of Human Settlements**, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.
- 1.2. The Principal Contractor and contractors shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.
- 1.3. This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. It should be noted that no single Act or its set of Regulations be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour Legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.
- 1.4. Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor and contractors when drafting the Health and Safety Plan based on these Health and Safety Specifications.
- 1.5. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Regulation 1 of Construction Regulations) detailing the key activities to be performed in order to reduce as far as reasonably practicable, the hazards identified in the Risk Assessment.
- 1.6. Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor and contractors from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

### 2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to the project **Mhlontlo 260 Destitute Housing Project**. These specifications are contained in the index and intend to specify the normal and specific requirements of **(Eastern Cape Department of Human Settlements)** pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the OHS Act 85, 1993 and its Regulations with specific reference to the Construction Regulations. This will also include any Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

### 3. PURPOSE

The purpose of this specification document is to provide the relevant Principal Contractor (and sub-contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery. It further aims to protect persons other than its employees against any potential hazards to their health and safety arising out of or in connection with the activities of persons at work during the construction work for **Eastern Cape Department of Human Settlements**.

- 3.1 To brief the Principle and Sub Contractor on the significant health and safety requirements and aspects of the project. This shall include the provision of the following information and requirements namely:
  - a) safety considerations affecting the site of the project and its environment;
  - b) health and safety aspects of the associated structures and equipment;
  - c) required submissions on health and safety matters required from the Principal Contractor (and Sub Contractor);
  - d) and the Principal Contractor's (Sub - Contractors) health and safety plan.
- 3.2 To serve to ensure that the Principal Contractor (and Sub Contractors) is fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.
- 3.3 To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305 shall specifically apply to all persons involved in the construction work pertaining to this project.

### 4. DEFINITIONS

**"Purpose of the Act"** –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**"Agent"** –means a competent person who acts as a representative for a client;

**"Client"** –means any person for whom construction work is performed;

**"Construction manager"** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**"Construction site"** means a work place where construction work is being performed;

**"Construction supervisor"** means a competent person responsible for supervising construction activities on a construction site;

**"Construction work"** means any work in connection with -

- (a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- (b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**"Contractor"** –means an employer who performs construction work;

**"Designer"** means-

- (a) a competent person who-
  - (i) prepares a design;
  - (ii) checks and approves a design;
  - (iii) arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or
  - (iv) designs temporary work, including its components;
- (b) an architect or engineer contributing to, or having overall responsibility for a design;
- (c) a building services engineer designing details for fixed plant;
- (d) a surveyor specifying articles or drawing up specifications;
- (e) a contractor carrying out design work as part of a design and building project; or an interior designer, shop-fitter or landscape architect;

**"Health and Safety File"** –means a file, or other record containing the information by the Construction Regulations;

**"Health and Safety Plan"** –means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

**"Health and Safety Specification"** –means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

**"Method Statement"** –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**"Principal contractor"** means an employer appointed by the client to perform construction work;

**"Risk Assessment"** –means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## 5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

### 5.1 Roles and organisation of Health and Safety Responsibilities

All responsibilities fall under the legal requirement of legal appointment letters – each responsible person must have an appointment letter.

## Mhlontlo Rural Housing

ROLE	RESPONSIBILITIES
Client  Client Agent	<p><b>The Client and/or its Agent</b> shall ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1) (l), implements and maintains the agreed and approved Health and Safety Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any duties under the Act and Regulations.</p>
CEO – Principal Contractor	<p><b>The Chief Executive Officer</b> of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.</p>
Person responsible for Health and Safety  Section 16(2)	<p>All OHS Act (85 /1993), <b>Section 16 (2)</b> appointee/s as detailed in their respective appointment forms shall regularly, in writing, report to management on health and safety matters or deviations identified during routine or ad hoc inspections/ audits. All reports shall be made available to the principal Contractor to become part of their site records (Health &amp; Safety File).</p>
Construction Manager  Or Assistant	<p><b>The Construction Manager and Assistant</b> Construction Supervisor/s appointed in terms of Construction Regulation 8 shall regularly, in writing, report to their managers on health and safety matters or deviations identified during inspections. All reports shall be made available to the principal Contractor to become part of site records (Health &amp; Safety File). This manager must be registered with <b>SACPCMP</b>.</p>
SHE Representatives	<p><b>All Health and Safety Representatives (SHE-Reps)</b> shall act and report as per Section 18 of the Act. She Representatives shall inspect and monitor activities on a daily basis and report finding to the Client and Health and Safety manager immediately.</p>
Other Legal Appointees	<p style="text-align: center;"><b>Further (Specific) Supervision Responsibilities for OH&amp;S</b></p> <p>Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.</p>



## Mhlontlo Rural Housing

LEGAL APPOINTMENTS AS REQUIRED IN THE CONSTRUCTION REGULATIONS			
Item	Construction Regulation	Appointment	Responsible Person
1.	5(1)(h)	Principal contractor for each phase or project	Client
2.	7(c)(v)	Contractor	Principal Contractor
3.	7(2)(c)	Contractor	Contractor
4.	8(1)	Construction Manager	Principal Contractor
5.	8(2)	Construction Manager sub-ordinates	Principal Contractor
6.	8(6)	Construction Safety Officer	Principal Contractor & Contractor
7.	9(1)	Person to carry out risk assessment	Principal Contractor & Contractor
8.	9(4)	Trainer/Instructor	Principal Contractor & Contractor
9.	10(1)(a)	Fall protection planner	Principal Contractor & Contractor
10.	13(1)(a)	Excavation supervisor	Principal Contractor & Contractor
11.	13(2)(b)(ii)(bb)	Professional engineer or technologist	Principal Contractor & Contractor
12.	13(2)(k)	Explosives expert	Principal Contractor & Contractor
13.	14(1)	Supervisor demolition work	Principal Contractor & Contractor
14.	14(2) + (3)	Demolition expert	Principal Contractor & Contractor
15.	14(11)	Explosives expert	Principal Contractor & Contractor
16.	16(1)	Scaffold supervisor	Principal Contractor & Contractor
17.	17(1)	Suspended platform supervisor	Principal Contractor & Contractor
18.	17(2)(c)	Compliance plan developer	Principal Contractor & Contractor
19.	17(8)(c)	Suspended platform expert	Principal Contractor & Contractor
20.	17(13)	Outrigger expert	Principal Contractor & Contractor
21.	19(8)(a)	Material hoist inspector	Principal Contractor & Contractor
22.	18(1)(a)	Rope access supervisor	Principal Contractor & Contractor
23.	20(1)	Bulk mixing plant supervisor	Principal Contractor & Contractor
24.	20(2)	Bulk mixing plant operator	Principal Contractor & Contractor
25.	21(2)(b)	Explosive actuated fastening device expert	Principal Contractor & Contractor
26.	21(2) (g) (i)	Explosive actuated fastening device controller	Principal Contractor & Contractor

28.	22(e)	Tower crane operator	Principal Contractor & Contractor
29.	23(1)(d)(i)	Construction vehicle and mobile plant operator	Principal Contractor & Contractor
30.	23(1)(k)	Construction vehicle and mobile plant inspector	Principal Contractor & Contractor
31.	24(d)	Temporary electrical installations inspector	Principal Contractor & Contractor
32.	24 (e)	Temporary electrical installations controller	Principal Contractor & Contractor
33.	28 (a)	Stacking and storage supervisor	Principal Contractor & Contractor
34.	29 (h)	Fire equipment inspector	Principal Contractor & Contractor

**This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter “Introduction” (page 4) above. This list shall not be assumed to be exclusive or comprehensive.**

**5.2 Communication**

- 5.2.1 Communication between the Employer, the Principal Contractor, Sub Contractors, Project manager, Architect and other concerned parties shall take place in the SHE Committee or Project meeting.
- 5.2.2 In addition to the above, communication may be directed to the Client or Client Agent, in writing, as and when the need arises.
- 5.2.3 The workforce may consult on Health and Safety matters with their supervisor or She Representative
- 5.2.4 The Principal Contractor shall be responsible for the dissemination of all relevant Health and Safety information to Sub Contractors and other Contractors e.g. design changes agreed with the Client and its Agent; instructions issued by the Client agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

**6.**

**INTERPRETATION**

- 6.1 The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the “owner(s)” and consultant and /or between the “owner(s)” and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.
- 6.2 In terms of the Construction Regulations the “**owner**”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition.
- 6.3 The **contractors** working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Sub Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.
- 6.4 **Sub Contractors** are required to operate under the control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the **Principal Contractor** will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which Sub Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has

been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor's Health and Safety Plan.

### 7. RESPONSIBILITIES

#### 7.1

#### Client

- a) The Client or the appointed Client Agent will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or the appointed Client Agent shall discuss, negotiate and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- c) The Client or his Agent will take reasonable steps to ensure that the health and safety plan of the Principle and Sub Contractor is correctly implemented and maintained. Periodical audits agreed between the client and the principal and any contractor (audits to take place at least every 30 days CR5.1(o)) shall be conducted to monitor the compliance.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
  - have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
  - have failed to implement or maintain their health and safety plan;
  - have executed construction work which is not in accordance with their health and safety plan;
  - have acted in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

#### 7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal 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. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- c) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

- d) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- e) The Potential Principal 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 Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)
- f) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- g) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, the Client's agent, an Inspector, Employee or Sub-contractor.
- h) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- i) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- j) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

### **8. SCOPE OF WORK** (See Annexures)

These specifications are applicable to the specific scope of work pertaining to the **MHLONTLO 260 DESTITUTE HOUSES** project as detailed in the tender documents.

The Client or its Agent will provide a scope of work to the Principal Contractor.

As a result of the inherent generic nature of the Health and Safety Specifications document, specific relevant information on the project must be provided and it may be necessary to draft the required information under this paragraph on a separate attached document.

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.

According to Construction Regulation 7(1)(c)(ii) all potential contractors submitting tenders must make provision for the cost of health and safety measures during the construction process. When submitting a tender, the Principal Contractor shall therefore, make provision for the cost of health and safety measures in terms of their documented Health and Safety Plan and Health and

Safety Specifications. The cost shall be clearly specified and quantified within the tender document under a section for health and safety.

**THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.**

### **9. HEALTH AND SAFETY FILE**

The Principal Contractor must, in terms of Construction Regulation 7(2)(b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

### **IMPORTANT:**

The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

### **10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE**

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report monthly on their performance to the Client or its Agent.

### **11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS**

The Principal Contractor is required to perform risk assessments, compile Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification program and those hazards identified during the drafting of the Health and Safety Plan.

### **12. ARRANGEMENTS FOR MONITORING AND REVIEW**

#### **12.1 Periodical Audit by Client or its Agent**

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor to comply with Construction Regulation 7(1)(c)(vii) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan (audits must be done at least once every 30 days)..

#### **12.2 Other audits and inspections by client or agent.**

The Client or its Agent reserves the right to conduct any ad hoc audits and inspections as it deems necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on all Audits and Inspections and may conduct their own audit/inspection simultaneously. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client or its Agent may request a copy of the Principal Contractor SHE Committee meeting minutes, reflecting possible recommendations made by that committee to the Employer for reference purposes.

#### **12.3 Incident Investigation and Reporting**

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious

- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

**or where:**

- a major incident occurred
- the health or safety of any person was endangered (this could be a near miss) and
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control,

**to the Provincial Director of the Department of Labour within seven days and at the same time to the Client or its Agent.**

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

- 12.3.2 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- 12.3.3 The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.
- 12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:
  - Project Manager / Client Agent
  - Health and Safety Manager.

### **12.4 Review**

- The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Construction Planning and Progress Report meeting as the construction work develops and progresses. Each time changes are made to the designs, plans and construction methods and processes. These items must be reviewed.
- The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

### **12.5 Site Rules and other Restrictions**

#### **12.5.1 Site OH&S Rules**

The Principal Contractor must develop a set of site-specific Health and Safety Rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction project.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

#### **12.5.2 Security Arrangements**

- The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.
- Additional Access Rules may be imposed by the Project Manager or Client Agent in the interest of the safety of (Ntabankulu Local Municipality) employees, visitors and customers.

- The Principal Contractor must develop a set of Security rules and procedures for their allocated site and maintain these throughout the construction period. These security rules must be submitted to the Client for approval. Additional security measures or rules may be specified for risk minimisation purposes.
- If not already tasked to the H&S Officer appointed in terms of Construction Regulation 8(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

### 12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

#### 12.6.1 General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

#### 12.6.2 Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

#### 12.6.3 Other Training

- All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid licenses and proof of training.
- All employees performing jobs requiring specific training in terms of the OHS Act 85, 1993 and Regulations must submit proof of such training.
- Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):
  - General Induction (Section 8 of the Act)
  - Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
  - Site/Project Manager
  - Construction Supervisor
  - OH&S Representatives (Section 18 (3) of the Act)
  - Training of the Appointees indicated in 12.6.1 & 12.6.2 above
  - Operation of Cranes (Driven Machinery Regulations 18 (11))
  - Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
  - Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
  - As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
  - Storekeeping Methods & Safe Stacking (Construction Regulation 28)
  - Emergency, Security and Fire Coordinator

### 12.7 Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all incidents. This will include first aid, medical treatment by a doctor and hospital or clinic cases. (General Administrative Regulation 9)

All incidents must be recorded in the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the corrective action to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, All incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

### 12.8 SHE REPRESENTATIVES AND SHE COMMITTEES

#### 12.8.1 Designation of SHE Representatives

- Where the Principal Contractor employs more than 20 persons (including the employees of the Sub-Contractors) he has to appoint a minimum of one SHE Representatives, then he must appoint one for every 50 employees or part thereof. (OHS Act85, 1993 - Section 17 and GAR 6; 7.)
- These SHE Representatives shall be designated in writing.

#### 12.8.2 Duties and Functions of the H&S Representatives (This is based on the Construction norms and is not an exhaustive list)

- The Principal Contractor must ensure that the designated SHE Representatives conduct a formal weekly inspection of their respective areas of responsibility using a checklist. All findings must be reported to the Principal Contractor. The reports shall be submitted to the Health and Safety Committee for action. Record shall be kept in the form of minutes.
- SHE Representatives must take part in incident investigations.
- SHE Representatives shall be members of at least one SHE Committee and attend all the SHE Committee meetings.

#### 12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members (who are not allowed to vote on issues discussed) and determine the procedures of the meetings including the chairmanship.

Legally, the H&S Committee must meet minimum every 3 months but it is advised that they meet at least once a month and consider, at least, the following Agenda for the *first meeting*. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

#### Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Facilities and Hygiene
- 3) Housekeeping
- 4) Incidents and incident investigation
- 5) Inspection checklists and Registers:
  - a. H&S Rep. Inspections
  - b. Matters of First Aid
  - c. Scaffolding
  - d. Ladders
  - e. Excavations
  - f. Portable Electric Equipment
  - g. Fire Equipment
  - h. Explosive Power Tools
  - i. Power Hand tools
  - j. Incident Investigation reports
  - k. Pressure Equipment and vessels under pressure
  - l. Personal Protective Equipment
- 6) Safety Statistics



7)	Health and Safety Awareness / Training / Posters and Symbolic signs
8)	First Aiders and First Aid equipment
9)	Demarcation of work- /hazardous-/safe areas/walkways
10)	Safety Suggestions
11)	Environmental Management
12)	General
13)	Date of Next Meeting
14)	Closing

### 13.

### PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- ✓ Clearing & Grubbing of the Area/Site
- ✓ Site Establishment including:
  - Office/s
  - Secure/Safe Storage and storage areas for materials, plant & equipment
  - Ablution facilities
  - Sheltered dining area
  - 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 properties and surrounding building exposures
- ✓ Boundaries and Access control/Public Liability Exposures
- ✓ Exposure to Noise
- ✓ Exposure to Vibration
- ✓ Protection against dehydration and heat exhaustion
- ✓ Protection from the elements.
- ✓ Use of Portable Electrical Equipment including:
  - Angle grinder
  - Electrical Drilling machine
  - Skill saw
- ✓ Excavations including:
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage
  - Daily inspections
- ✓ 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 & Operation of Construction Vehicles and Mobile Plant including:
  - Trenching machine
  - Excavator

- Roller
- Plate Compactor
- Front End Loader
- Mobile Cranes and the ancillary lifting tackle
- Parking of Vehicles & Mobile Plant
- Towing of Vehicles & Mobile Plant
- ✓ Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- ✓ Layering and Bedding of trench floor
- ✓ Installation of Pipes in trenches
- ✓ Backfilling of Trenches
- ✓ Protection against Flooding
- ✓ Use of Explosives - the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- ✓ 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 Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- ✓ As discovered from any accident/incident investigation.

**13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.**

1. Administrative and Legal Requirements
2. Education, Training & Promotion
3. Public Safety and Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency Procedures /Fire Prevention and Protection
10. Excavations and Demolition
11. Tools
12. Cranes and other driven machinery
13. Personnel and Material Hoists
14. Transport and Materials Handling
15. Site Plant and Machinery
16. Stacking and Storage Site/ Yards/ Site Workshops Specifics
17. Health and Hygiene
18. Facilities

**14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE**

**14.1 Administrative & Legal Requirements**

■ OHS Act ■ Regulation	(b) Subject	(i) Requirements
Construction. Regulation 3 & 4	Application for construction work permit  Notice of carrying out Construction work	Department of Labour must be notified by the client and by the contractor.  Copy of Notice available on Site.  Work permit to be displayed at the entrance.
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations available on site.  Readily available for perusal by employees.
COID Act  Section 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)	SHE Specification and Program	SHE Spec received from Client and/or its Agent  SHE Program developed and updated.
Section 8(2)(d) of the OHS Act and  Regulation 5(1) of the Construction. Regulation	Hazard Identification & Risk Assessment	Identifications of hazards/Recorded  Risk Assessment and – Plan drawn up/Updated  Risk Assessment Plan available on Site  Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to another person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as  Construction Manager with job description
Construction. Regulation 8(2)	Designation of Assistant for above	Competent person appointed in writing as  Assistant Construction Manager with job description
Section 17 & 18  General Administrative Regulations 6 & 7	Designation of SHE Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof.  Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7

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		<p>Meaningful H&amp;S Rep. reports.</p> <p>Reports actioned by Management.</p>
<p>Section 19 &amp; 20</p> <p>General Administrative Regulations 5</p>	<p>Health &amp; Safety Committee/s</p>	<p>SHE Committee/s established.</p> <p>All SHE Reps shall be members of SHE Committees</p> <p>Additional members are appointed in writing.</p> <p>Meetings held monthly; Minutes kept.</p> <p>Actioned by Management.</p>
<p>Section 37(1) &amp; (2)</p>	<p>Agreement with Mandatories/ Sub Contractors</p>	<p>Written agreement with (Sub-)Contractors</p> <p>List of Sub Contractors displayed.</p> <p>Proof of Registration with Compensation Insurer/Letter of Good Standing (COID)</p> <p>Construction Manager designated</p> <p>Written arrangements regarding SHE Reps and Committee (OHSA Section 17,18)</p> <p>Written arrangements for First Aid (COID)</p>
<p>Section 24 &amp;</p> <p>General Admin. Regulation 8</p> <p>COID Act Sect.38, 39 &amp; 41</p>	<p>Reporting of Incidents (Dept. of Labour)</p>	<p>Incident Reporting Procedure displayed.</p> <p>All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf</p> <p>Cases of Occupational Disease Reported</p> <p>Copies of Reports available on Site</p> <p>Record of First Aid injuries kept</p>
<p>General Admin. Regulation 9</p>	<p>Investigation and Recording of Incidents</p>	<p>All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.</p> <p>Copies of Reports (Annexure 1) available on Site</p> <p>Tabled at H&amp;S Committee meeting</p> <p>Action taken by Site Management.</p>
<p>Construction. Regulation 10</p>	<p>Fall Prevention &amp; Protection</p>	<p>Competent person appointed to draw up and supervise the Fall Protection Plan</p> <p>Proof of appointee's competence available on Site</p> <p>Risk Assessment carried out for work at heights</p>

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		Fall Protection Plan drawn up/updated and available on Site
Construction. Regulation 10(5)	Roof work	<p>Competent person appointed to plan &amp; supervise Roof work.</p> <p>Proof of appointee's competence available on Site</p> <p>Risk Assessment carried out</p> <p>Roof work Plan drawn up/updated</p> <p>Roof work inspect before each shift. Inspection register kept</p> <p>Employees medically examined for physical &amp; psychological fitness. Written proof on site</p>
Construction. Regulation 11	Structures	<p><b>Information re. the structure being erected received from the Designer including:</b></p> <ul style="list-style-type: none"> <li>- geo-science technical report where relevant</li> <li>- the design loading of the structure</li> <li>- the methods &amp; sequence of construction</li> <li>- anticipated dangers/hazards/special measures to construct safely</li> </ul> <p>Risk Assessment carried out</p> <p>Method statement drawn up</p> <p>All above available on Site</p> <p>Structures inspected before each shift. Inspection's register kept</p>
Construction Regulations 12	Temporary Works	<p><b>Competent persons appointed in writing to:</b></p> <ul style="list-style-type: none"> <li>- Inspect structures</li> <li>- Ensure that design is followed</li> </ul>
Construction. Regulation 13	Excavations	<p>Competent person/s appointed in writing to supervise and inspect excavation work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected:</p> <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspection's register kept</li> </ul>

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		Method statement developed where explosives will be/ are used
Construction. Regulation 14	Demolition Work	<p>Competent person/s appointed in writing to supervise and control Demolition work</p> <p>Written Proof of Competence of above appointee/s available on Site</p> <p>Risk Assessment carried out</p> <p>Engineering survey and Method Statement available on Site</p> <p>Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept</p>
Construction Regulation 15	Tunneling	<b>No people permitted to enter a tunnel if which has a height dimension of less than 800 millimetres</b>
Construction. Regulation 16	Scaffolding	<p><b>Competent persons appointed in writing to:</b></p> <ul style="list-style-type: none"> <li>- erect scaffolding (Scaffold Erector/s)</li> <li>- act as Scaffold Team Leaders</li> <li>- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)</li> </ul> <p>Written Proof of Competence of above appointees available on Site</p> <p>Copy of SABS 085 available on Site</p> <p>Risk Assessment carried out</p> <p>Inspected weekly/after bad weather. Inspection register/s kept</p>
Construction. Regulation 17	Suspended Platforms	<p><b>Competent persons appointed in writing to:</b></p> <ul style="list-style-type: none"> <li>- control the erection of Suspended platforms</li> <li>- act as Suspended platforms Team Leaders</li> <li>- inspect Suspended Scaffolding weekly and after inclement weather</li> </ul> <p>Risk Assessment conducted</p> <p>Certificate of Authorisation issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour</p> <p><b>The following inspections of the whole installation carried out by a competent person</b></p> <ul style="list-style-type: none"> <li>- after erection and before use</li> <li>- daily prior to use. Inspection register kept</li> </ul> <p>The following tests to be conducted by a competent person:</p>

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		<p>- load test of whole installation and working parts every three months</p> <p>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept</p> <p>Employees working on Suspended Platform medically examined for physical &amp; psychological fitness. Written proof available</p>
Construction Regulation 18	Rope Access Work	<p><b>Competent person appointed</b> in writing as a rope access supervisor to supervise the activities. Operators must be licensed to carry out their work. A site-specific fall protection plan must be available to the specific site and environment.</p>
Construction. Regulation 19	Materials Hoist	<p><b>Competent person appointed</b> in writing to inspect the Material Hoist</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Materials Hoist to be inspected weekly by a competent person. Inspection's register kept.</p>
Construction. Regulation 20	Bulk Mixing Plants	<p><b>Competent person appointed</b> to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above</p> <p>Risk Assessment carried out</p> <p>Batch Plant to be inspected weekly by a competent person. Inspection's register kept</p>
Construction. Regulation 21	Explosive actuated fastening device	<p><b>Competent person appointed</b> to control the issue of the Explosive Powered Tools &amp; cartridges and the service, maintenance and cleaning. Register kept.</p> <p>Empty cartridge cases/nails/fixing bolts returns recorded</p> <p>Cleaned daily after use Work areas are demarcated!</p>
Construction. Regulation 22/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<p>Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</p> <p>Written Proof of Competence of above appointee available on Site.</p> <p>Cranes &amp; Lifting tackle identified/numbered</p> <p>Register kept for Lifting Tackle</p> <p>Log Book kept for each individual Crane</p> <p><b>Inspection:</b></p> <ul style="list-style-type: none"> <li>- All cranes - daily by operator</li> <li>- Tower Crane/s - after erection/6monthly</li> <li>- Other cranes - annually by comp. person</li> <li>- Lifting tackle (slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>

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<p><b>Construction.</b> <b>Regulation 24/Electrical Machinery Regulations 9 &amp; 10/ Electrical Installation Regulations</b></p>	<p>Inspection &amp; Maintenance of Electrical Installation &amp; Equipment (including portable electrical tools)</p>	<p><b>Competent person appointed</b> in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site.</p> <p>Inspections:</p> <p>- Electrical Installation &amp; equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered.</p> <p>Weekly visual inspection by User/Issuer/Storeman. Register kept.</p>
<p>Construction Regulation 25</p>	<p>Use of temporary storage of flammable liquids on construction site</p>	<p>Flammable liquids must be stored in a way that it does not cause a fire or explosion hazard, and that the workplace is well ventilated. Suitable notices to be posted.</p>
<p>Construction Regulations 26</p>	<p>Water environments</p>	<p>If construction is performed over on in close proximity of water, then provision must be made to prevent persons from falling into water and have a rescue plan in case of such incident happening to prevent drowning.</p>
<p>Construction Regulation 27</p>	<p>Housekeeping</p>	<p>Suitable housekeeping measures must be implemented to reduce the risk of injuries and damage to the structures, machinery, etc. Debris must be removed with a chute from a high place. Construction area must be fenced off.</p>
<p>Construction. Regulation 28/  General Safety Regulation 8(1)(a)</p>	<p>Designation of Stacking &amp; Storage Supervisor.</p>	<p><b>Competent Person/s</b> with specific knowledge and experience designated to supervise all Stacking &amp; Storage</p> <p>Written Proof of Competence of above appointee available on Site</p>
<p>Construction. Regulation 29/ Environmental Regulation 9</p>	<p>Designation of a Person to Co-ordinate Emergency Planning and Fire Protection</p>	<p>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</p> <p>Emergency Evacuation Plan developed:</p> <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> <p>Fire Risk Assessment carried out</p> <p>All Fire Extinguishing Equipment identified and on <i>register</i>.</p> <p>Inspected weekly. And inspection register kept. Serviced annually</p>
<p>Construction Regulation 30</p>	<p>Employees Facilities</p>	<p>The contractor must provide and maintain in hygienic condition facilities for employees that include:</p> <ul style="list-style-type: none"> <li>• Showers (1 for every 15 employees)</li> <li>• Sanitary facilities for each sex (1 for every 30 employees)</li> <li>• Changing facilities for each sex</li> <li>• Sheltered eating areas</li> </ul>
<p>General Safety Regulation 3</p>	<p>First Aid</p>	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p>



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		<p>First Aid freely available</p> <p>Equipment as per the list in the OH&amp;S Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/es clearly indicated.</p> <p>Signs instructing employees to report all Injuries/illness including first aid injuries</p>
General Safety Regulation 2	Personal Safety Equipment (PPE)	<p>PPE Risk Assessment carried out</p> <p>Items of PPE prescribed/use enforced</p> <p>Records of Issue kept</p> <p>Undertaking by Employee to use/wear PPE. PPE remains property of Employer, and is not to be removed from the premises GSR 2(4)</p>
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<p><b>Competent Person/s</b> with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</p> <p>Equipment identified/numbered and entered into a register</p> <p>Equipment inspected weekly. Inspection Register kept</p> <p>Separate, purpose made storage available for full and empty vessels</p>
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	Control of Storage & Usage of HCS and Flammables	<p><b>Competent Person/s</b> with specific knowledge and experience designated to Control the Storage &amp; Usage of HCS (including Flammables)</p> <p>Written Proof of Competence of above appointee available on Site</p> <p>Risk Assessment carried out</p> <p>Register of HCS kept/used on Site</p> <p>Separate, purpose made storage available for full and empty containers</p>
Pressure Equipment Regulations	Pressure Equipment	<p><b>Competent Person/s</b> with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections &amp; testing of Pressure Equipment.</p> <p>Written Proof of Competence of above appointee available on Site</p>

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		<p>Risk Assessment carried out</p> <p>Certificates of Manufacture available on Site</p> <p>Register of Pressure Equipment on Site</p> <p>Inspections &amp; Testing by Approved Inspection Authority (AIA):</p> <ul style="list-style-type: none"> <li>- after installation/re-erection or repairs</li> <li>- every 36 months.</li> <li>- Register/Log kept of inspections, tests. Modifications &amp; repair</li> </ul>
Construction. Regulation 23	Construction Vehicles and Earth Moving Equipment	<p>Operators/Drivers appointed to:</p> <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> </ul> <p>Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept</p>
General Safety Regulation 13A	Inspection of Ladders	<p><b>Competent person</b> appointed in writing to inspect Ladders</p> <p>Ladders inspected at arrival on site and weekly thereafter. Inspection's register kept. Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</p>
General Safety regulation 13B	Ramps	<p><b>Competent person appointed</b> in writing to Supervise the erection &amp; inspection of Ramps. Inspection register kept.</p> <p>Daily inspected and noted in register</p>

### 14.2 Education & Training

(c) Subject	(d) Requirement
Company OH&S Policy Section 7(1)	<p>Policy signed by CEO and published/Circulated to Employees</p> <p>Policy displayed on Employee Notice Boards</p> <p>Management and employees committed.</p>
Company/Site SHE Rules (Section 13(a))	<p>Rules published</p> <p>Rules displayed on Employee Notice Boards</p> <p>Rules issued and employees effectively informed or trained: written proof</p> <p>Follow-up to ensure employees understand/adhere to the policy and rules.</p>





Induction & Task Safety Training (Section 13(a))	<p>All new employees receive SHE Induction Training.</p> <p>Training includes Task Safety Instructions.</p> <p>Employees acknowledge receipt of training.</p> <p>Follow-up to ensure employees understand/adhere to instructions.</p>
General SHE Training (Section 13(a))	<p>All current employees receive specified SHE training: written proof</p> <p>Operators of Plant and Equipment receive specified training</p> <p>Follow-up to ensure employees understand/adhere to instructions.</p>

14.3 Public Safety, Security Measures & Emergency Preparedness





(i) Subject	(e) Requirement
Notices & Signs	<p>Notices &amp; Signs at entrances / along perimeters indicating</p> <p><b>“No Unauthorised Entry”.</b></p> <p>Notices &amp; Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. <b>“Visitors to report to Office”</b></p> <p>Notices &amp; Signs posted to warn of overhead work and other hazardous activities. e.g. <b>General Warning Signs</b></p>
Site Safeguarding	<p>Nets, Canopies, Platforms, Fences etc. to protect members of the public passing / entering the site.</p>
Security Measures	<p>Access control measures/register in operation</p> <p>Security patrols after hours during weekends and holidays</p> <p>Sufficient lighting after dark</p> <p>Guard has access to telephone/ mobile/other means of emergency communication</p>
Emergency Preparedness	<p>Emergency contact numbers displayed and made available to Security &amp; Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees’ notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p> <p>Emergency alarm audible all over (including in toilets)</p>

<p><b>Emergency Drill and Evacuation</b></p>	<p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available, displayed and practiced.</p>
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14.4 Personal Protective Equipment

(f) Subject	(g) Requirement
<p>PPE needs analysis</p>	<p>Need for PPE identified and prescribed in writing.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>
<p>Head Protection</p> 	<p>All persons on site wearing Hardhats including Sub-contractors and Visitors (where prescribed)</p>
<p>Foot Protection</p> 	<p>All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work.</p> <p>Visitors to wear same upon request or where prescribed</p>
<p>Eye and Face Protection</p> 	<p><u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following:</p> <ul style="list-style-type: none"> <li>• Jack/ Kango Hammers</li> <li>• Angle / Bench Grinders</li> <li>• Electric Drills (Overhead work into concrete / cement / bricks</li> <li>• Explosive Powered tools</li> <li>• Concrete Vibrators / Pokers</li> <li>• Hammers &amp; Chisels</li> <li>• Cutting / Welding Torches</li> <li>• Cutting Tools and Equipment</li> <li>• Guillotines and Benders</li> <li>• Shears</li> <li>• Sanders and Sanding Machines</li> <li>• CO2 and Arc Welding Equipment</li> <li>• Skill / Bench Saws</li> <li>• Spray Painting Equipment etc.</li> </ul>
<p>Hearing Protection</p> 	<p><u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following:</p> <ul style="list-style-type: none"> <li>• Jack / Kango Hammers</li> <li>• Explosive Powered Tools</li> <li>• Wood/Aluminium Working Machines e.g. saws, planers, routers</li> </ul>

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<p>Hand Protection</p> 	<p><u>Protective Gloves</u> worn by employees handling / using:</p> <ul style="list-style-type: none"> <li>• Cement / Bricks / Steel / Chemicals</li> <li>• Welding Equipment</li> <li>• Hammers &amp; Chisels</li> <li>• Jack / Kango Hammers etc.</li> </ul>
<p>Respiratory Protection</p> 	<p>Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using:</p> <ul style="list-style-type: none"> <li>• Dry cement</li> <li>• Dusty areas</li> <li>• Hazardous chemicals</li> <li>• Angle Grinders</li> <li>• Spray Painting etc.</li> </ul>
<p>Fall Prevention Equipment</p> 	<p>Suitable <u>Safety harnesses</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:</p> <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Riggers</li> <li>• Lift shafts</li> <li>• Edge work</li> <li>• Ring beam edges etc.</li> </ul> <p>Other methods of fall prevention applied e.g. catch nets</p>
<p>*Protective Clothing</p> 	<p>All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.</p>
<p>*PPE Issue &amp; Control</p>	<p>Identified Equipment issued free of charge.</p> <p>All PPE maintained in good condition. (Regular checks).</p> <p>Workers instructed in the proper use &amp; maintenance of PPE.</p> <p>Commitment obtained from wearer accepting conditions and to wear the PPE.</p> <p>Record of PPE issued kept on H&amp;S File.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>

### 14.5 Housekeeping

Subject	Requirement
Scrap Removal System	<p>All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily)</p> <p>Scrap/Waste removal from heights by chute/hoist/crane.</p> <p>Nothing thrown/swept over sides.</p>

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	<p>Scrap disposed of in designated containers/areas</p> <p>Removal from site/yard on a regular basis.</p>
<p>Stacking &amp; Storage</p> <p>(See Section 1 for Designation &amp; Register)</p>	<p><u>Stacking:</u></p> <ul style="list-style-type: none"> <li>* Stable, on firm level surface/base.</li> <li>* Prevent leaning/collapsing</li> <li>* Irregular shapes bonded</li> <li>* Not exceeding 3x the base</li> <li>* Stacks accessible</li> <li>* Removal from top only.</li> </ul> <p><u>Storage:</u></p> <ul style="list-style-type: none"> <li>* Adequate storage areas provided.</li> <li>* Functional – e.g. demarcated storage areas/racks/bins etc.</li> <li>* Special areas identified and demarcated e.g. flammable gas, cement etc.</li> <li>* Neat, safe, stable and square.</li> <li>* Store/storage areas clear of superfluous material.</li> <li>* Storage behind sheds etc. neat/under control.</li> <li>* Storage areas free from weeds, litter etc.</li> </ul>
<p>Waste Control/Reclamation</p>	<p>Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas.</p> <p>All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber).</p> <p>Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.</p>
<p>Sub-contractors (Housekeeping)</p>	<p>Sub-contractors required to comply with housekeeping requirements.</p>

14.6 Working at Heights (including roof work)

(h) Subject	(i) Requirement
Openings	Unprotected openings adequately guarded/fenced/barricaded/catch nets installed
Roof work	Roof work discontinued when bad/hazardous weather  Fall protection measures (including warning notices) when working close to edges or on fragile roofing material  Covers over openings in roof of robust construction/secured against displacement

14.7 Scaffolding / Formwork / Support Work

(j) Subject	(k) Requirement
Access/System Scaffolding	<ul style="list-style-type: none"> <li>• Foundation firm / stable</li> <li>• Sufficient bracing.</li> <li>• Tied to Structure/prevented from side or cross movement</li> <li>• Platform boards in good condition/sufficient/secured.</li> <li>• Handrails and toe boards provided.</li> <li>• Access ladders / stairs provided.</li> <li>• Area/s under scaffolding tidy.</li> <li>• Safe/unsafe for use signs</li> <li>• Complying with OH&amp;S Act/SABS 085</li> </ul>
Free Standing Scaffolding	<ul style="list-style-type: none"> <li>• Foundation firm / stable</li> <li>• Sufficient bracing.</li> <li>• Platform boards in good condition/sufficient/secured.</li> <li>• Handrails and toe boards provided.</li> <li>• Access ladders / stairs provided.</li> <li>• Area/s under scaffolding tidy.</li> <li>• Safe/unsafe for use signs</li> <li>• Height to base ratio correct</li> <li>• Outriggers used /tied to structure where necessary</li> <li>• Complying with OH&amp;S Act/SABS 085</li> </ul>
Mobile Scaffolding	<ul style="list-style-type: none"> <li>• Foundation firm / stable</li> <li>• Sufficient bracing.</li> <li>• Platform boards in good condition/sufficient/secured.</li> <li>• Handrails and toe boards provided.</li> <li>• Access ladders / stairs provided.</li> <li>• Area/s under scaffolding tidy.</li> <li>• Safe/unsafe for use signs</li> </ul>
Mobile Scaffolding	<ul style="list-style-type: none"> <li>• Wheels / swivels in good condition</li> <li>• Brakes working and applied.</li> </ul>

	<ul style="list-style-type: none"> <li>• Height to base ratio correct.</li> <li>• Outriggers used where necessary</li> <li>• Complying with OH&amp;S Act/SABS 085</li> </ul>
Suspended Scaffolding	<ul style="list-style-type: none"> <li>• Outriggers securely supported and anchored.</li> <li>• Correct No. of steel wire ropes used.</li> <li>• Platform as close as possible to the structure.</li> <li>• Handrails on all sides</li> <li>• All winches / ropes / cables / brakes inspected regularly and replaced as prescribed</li> <li>• Scaffolding complies with OHS Act (Act 85/93)</li> <li>• Winch(es) maintained by competent person(s)</li> <li>•</li> </ul>
Formwork / Support Work	<ul style="list-style-type: none"> <li>• All components in good condition.</li> <li>• Foundation firm / stable.</li> <li>• Adequate bracing / stability ensured.</li> <li>• Good workmanship / uprights straight and plumb.</li> <li>• Good cantilever construction.</li> <li>• Safe access provided.</li> <li>• Areas under support work tidy.</li> <li>• Same standards as for system scaffolding.</li> </ul>
Special Scaffolding	<ul style="list-style-type: none"> <li>• Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.</li> </ul>
Edges & Openings	<ul style="list-style-type: none"> <li>• Edges barricaded to acceptable standards.</li> <li>• Manhole openings covered / barricaded.</li> <li>• Openings in floor / other openings covered, barricaded/fenced.</li> <li>• Stairs provided with handrails.</li> <li>• Lift shafts barricaded / fenced off.</li> </ul>

14.8 Ladders

(l) Subject	(m) Requirement
Physical Condition / Use & Storage	<ul style="list-style-type: none"> <li>• Stepladders - hinges/stays/braces/stiles in order.</li> <li>• Extension ladders - ropes/rungs/stiles/safety latch/hook in order.</li> <li>• Extension / Straight ladders secured or tied at the bottom / top.</li> <li>• No joined ladders used</li> <li>• Wooden ladders are never painted except with varnish</li> <li>• Aluminium ladders NOT to be used with electrical work</li> <li>• All ladders stored on hooks / racks and not on ground.</li> <li>• Ladders protrude 900 mm above landings / platforms / roof.</li> <li>• Fixed ladders higher than 5 m have cages/Fall arrest system</li> </ul>




23.2 Electricity (as part of, or additional to the manual “Safety & Switching Procedures for Electrical Installations”- see attached document)



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(n) Subject	(o) Requirement
Electrical Distribution Boards & Earth Leakage	<ul style="list-style-type: none"> <li>• Colour coded / numbered / symbolic sign displayed.</li> <li>• Area in front kept clear and unobstructed.</li> <li>• Fitted with inside cover plate / openings blanked off / no exposed “live” conductors / terminals/Door kept close</li> <li>• Switches / circuit breakers identified.</li> <li>• Earth leakage protection unit fitted and operating.</li> <li>• Tested with instrument: Test results within 15 – 30 milliamps</li> <li>• Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</li> <li>• Apertures and openings used for extension leads to be protected against the elements and especially rain</li> </ul>
Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p><b>Looking at the open connectors to connect the wiring, the word “Brown” has the letter ‘R’ in it, so the <u>b’R’own</u> wire connects to the <u>‘R’ight</u> hand connector. “Blue” has the letter ‘L’ in it, so the <u>b’L’ue</u> wire connects to the <u>‘L’eft</u> hand connector.</b></p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <ul style="list-style-type: none"> <li>• Insulation / casing in good condition.</li> <li>• Earth wire connected/intact where not of double insulated design</li> <li>• Double insulation mark indicates that no earth wire is to be connected.</li> <li>• Cord in good condition/no bare wires/secured to machine &amp; plug.</li> <li>• Plug in good condition, connected correctly and correct polarity.</li> </ul>

23.3 Emergency and Fire Prevention and Protection

(p) Subject	(q) Requirement
<p>Fire Extinguishing Equipment</p> 	<p>Fire Risks Identified and on record</p> <p><u>The correct and adequate Fire Extinguishing Equipment available for:</u></p> <ul style="list-style-type: none"> <li>• Offices</li> <li>• General Stores</li> <li>• Flammable Store</li> <li>• Fuel Storage Tank/s and catchment well</li> <li>• Gas Welding / Cutting operations</li> <li>• Where flammable substances are being used / applied.</li> <li>• * Equipment Easily Accessible</li> </ul>
<p>Maintenance</p>	<p>Fire equipment checked minimum monthly, serviced yearly</p>
<p>Location &amp; Signs</p>	<p><u>Fire Extinguishing Equipment:</u></p> <ul style="list-style-type: none"> <li>• Clearly visible</li> <li>• Unobstructed</li> <li>• Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.)</li> </ul>
<p>Storage Issue &amp; Control of Flammables (incl. Gas cylinders)</p> 	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <ul style="list-style-type: none"> <li>• Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</li> <li>• Only sufficient quantities issued for one task or one day’s usage</li> <li>• Separate, special gas cylinder store/storage area.</li> <li>• Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</li> <li>• Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</li> <li>• Full cylinders stored separately from empty cylinders.</li> <li>• All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</li> <li>• Leaking acetylene vessels to be returned to the supplier <b>IMMEDIATELY</b>.</li> </ul>
<p>Storage, Issue &amp; Control of Hazardous Chemical Substances (HCS)</p> 	<ul style="list-style-type: none"> <li>• HCS storage principles applied: products segregated</li> <li>• Only approved, non-expired HCS to be used</li> <li>• Only the prescribed PPE shall be used as the minimum protection</li> <li>• Provision made for leakage/spillage containment and ventilation</li> <li>• Emergency showers/eye wash facilities provided</li> <li>• HCS under lock &amp; key controlled by designated person</li> <li>• Decanted/issued in containers as prescribed with information/warning labels</li> <li>• Disposal of unwanted HCS by accredited disposal agent</li> <li>• No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</li> <li>• All vessels or containers to be regularly checked for leaks</li> </ul>

**14.11 Excavations**

(r) Subject	(s) Requirement
Excavations deeper than 1.5 m.	<ul style="list-style-type: none"> <li>• Shored / Braced to prevent caving / falling in.</li> <li>• Provided with an access ladder.</li> <li>• Excavations guarded/barricaded/lighted after dark in public areas</li> <li>• Soil dumped at least 1 m away from edge of excavation</li> <li>• On sloping ground soil dumped on lower side of excavation</li> <li>• All excavations are subject to daily inspections</li> <li>•</li> </ul>

**14.12 Tools**

(t) Subject	(u) Requirement
Hand Tools	<p><u>Shovels / Spades / Picks:</u></p> <ul style="list-style-type: none"> <li>• Handles free from cracks and splinters</li> <li>• Handles fit securely</li> <li>• Working end sharp and true</li> </ul> <p><u>Hammers:</u></p> <ul style="list-style-type: none"> <li>• Good quality handles, no pipe or reinforcing steel handles.</li> <li>• Handles free from cracks and splinters</li> <li>• Handles fit securely</li> </ul> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> <li>• No mushroomed heads / heads chamfered</li> <li>• Not hardened</li> <li>• Cutting edge sharp and square</li> </ul> <p><u>Saws:</u></p> <ul style="list-style-type: none"> <li>• Teeth sharp and set correctly</li> <li>• * Correct saw used for the job</li> </ul>
Explosive Powered Tools	<ul style="list-style-type: none"> <li>• Only used by trained / authorised personnel.</li> <li>• Prescribed warning signs placed / displayed where tool is in use.</li> <li>• Work area must be properly isolated/demarcated during use of tool.</li> <li>• Inspected at least monthly by competent person and results recorded.</li> <li>• Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</li> <li>• Cleaned daily after use.</li> </ul>

**14.13 Cranes**

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(v) Subject	(w) Requirement
Tower Crane	<ul style="list-style-type: none"> <li>• Only operated by trained authorised operator with valid certificate of training</li> <li>• Structure - no visible defects</li> <li>• Electrical installation good/safe</li> <li>• Crane hook: Throat pop marked/safety latch fitted/functional</li> <li>• SWL/MML displayed</li> <li>• Limit switches with backup switches fitted/operational</li> <li>• Access Ladder fitted with backrests/Fall arrest system installed</li> <li>• Lifting tackle in good condition/inspection colour coding</li> <li>• Lifting tackle checked daily</li> </ul>
Mobile Crane	<ul style="list-style-type: none"> <li>• Only operated by trained authorised operator with valid certificate of training</li> <li>• Rear view mirrors</li> <li>• Windscreen visibility good</li> <li>• Windscreen wipers operating effectively</li> <li>• Indicators operational</li> <li>• Hooter working</li> <li>• Tyres safe/sufficient tread/pressure visibly sufficient</li> <li>• No missing Wheel nuts</li> <li>• Headlights, taillights operational</li> <li>• Reverse alarm working and audible and known by all employees</li> </ul>
Mobile Crane continued	<ul style="list-style-type: none"> <li>• Grease nipples and grease on all joints</li> <li>• No Oil leaks</li> <li>• Hydraulic pipes visibly sound/no leaks</li> <li>• No corrosion on Battery terminals</li> <li>• Boom visibly in good condition/no apparent damage</li> <li>• Cable/sheaves greased/no visible damage/split wires/corrosion and checked daily</li> <li>• Brakes working properly</li> <li>• Crane hook: Throat pop marked/safety latch fitted/functional</li> <li>• SWL/MML displayed</li> <li>• By-pass valves operational</li> <li>• Deflection chart displayed/visible to operator/driver</li> <li>• Outriggers functional used</li> </ul>
Gantry Crane	<ul style="list-style-type: none"> <li>• Only operated by trained authorised persons</li> <li>• Correct slinging techniques used</li> <li>• Recognised/displayed on chart signals used</li> <li>• Log book kept/up to date</li> <li>• Prescribed inspections conducted on crane &amp; lifting tackle and checked daily</li> <li>• "Crane overhead" signage, where applicable</li> <li>• Crane hook: Throat pop marked/safety latch fitted/functional</li> <li>• SWL/MML displayed/load limiting switches fitted/operational</li> </ul>

### 14.14 Builder's Hoist

(x) Subject	(y) Requirement
Builder's Hoist	"Hoist In Operation" - sign displayed.

	<p>General construction strong and free from patent defects.</p> <p><u>Tower:</u> * Adequately secured / braced.</p> <p>* At least 900 mm available for over travel.</p> <p>* Barricaded at least 2 100 mm high at ground level and floors.</p> <p>* Landing place provided with gate at least 1 800 high.</p> <p><u>Platform:</u> * No persons conveyed on platform</p> <p>* Steel wire ropes with breaking strength of six times max. load.</p> <p>* Signal systems used which may include two way radio connection.</p> <p>* Goods prevented from moving / falling off.</p> <p>* Effective brake capable of stopping and holding max. load.</p>
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**14.15 Transport & Materials Handling Equipment**

(z) Subject	(aa) Requirement
Site Vehicles	<ul style="list-style-type: none"> <li>• All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator.</li> <li>• Inventory of vehicles used/operated on site</li> <li>• Inspection by means of a checklist / result recorded.</li> <li>• No persons riding on equipment not designed or designated for passengers.</li> <li>• Site speed limit posted, enforced and not exceeded.</li> <li>• Drivers / Operators trained / licensed and carrying proof.</li> <li>• No unauthorised persons allowed to drive / operate equipment.</li> </ul>
Conveyors	<p>Conveyor belt nip points and drive gear guarded.</p> <p>Emergency stop/lever/brake fitted, clearly marked &amp; accessible and tested to be functional under full load.</p>

**14.16 Site Plant and Machinery**

(bb) Subject	(cc) Requirement
Brick Cutting Machine	<ul style="list-style-type: none"> <li>• Operator Trained.</li> <li>• Only authorised persons use the machine.</li> <li>• Emergency stop switch clearly marked and accessible.</li> <li>• Area around the machine dry and slip/trip free/clear of off-cuts</li> <li>• All moving drive parts guarded/electrical supply cable protected</li> <li>• Operator using correct PPE - eye/face/hearing/foot/hands/body.</li> </ul>
Electric Arc Welder	<ul style="list-style-type: none"> <li>• Welder Trained.</li> <li>• Only authorised / trained persons use welder.</li> <li>• Earth cable adequately earthed to work.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Electrode holder in good condition/safe</li> <li>• Cables, clamps &amp; lugs/connectors in good condition.</li> <li>• Area in which welding machine is used is dry/protected from wet.</li> <li>• Welder using correct PPE - eye/ face/foot/body/respirator.</li> <li>• Correct transparent screens &amp; warning signs placed</li> </ul>
Woodworking Machines	<ul style="list-style-type: none"> <li>• Operators Trained.</li> <li>• Only authorised persons use machines.</li> <li>• Provided with guards.</li> <li>• Guards used.</li> <li>• Operators using correct PPE - eye/face/feet/hearing</li> <li>• Circular saws strictly operated according to prescribed methods and settings</li> <li>• Only prescribed saw blades (cross-cut, ripping blade, smooth cut, aluminium) shall be used for various applications</li> </ul>
Compressors	<ul style="list-style-type: none"> <li>• Relief valves correctly set and locked / sealed.</li> <li>• Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.</li> <li>• All drives adequately guarded.</li> <li>• Receiver/lines drained daily</li> <li>• Hoses good condition/clamped, not wired</li> <li>• Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</li> </ul>
Concrete Mixer / Batch Plant	<ul style="list-style-type: none"> <li>• Top platform provided with guardrails.</li> <li>• Dust abatement methods in use.</li> <li>• Operators using correct PPE - eye / hands / respirators.</li> <li>• All moving drive parts guarded.</li> <li>• Emergency stops identified / indicated and accessible.</li> <li>• Area kept clean/dry/and free from tripping and slipping hazards.</li> <li>• Operators' overseer identified and crane signals displayed and used.</li> </ul>
Gas Welding / Flame Cutting Equipment	<ul style="list-style-type: none"> <li>• Only authorised/trained persons use the equipment.</li> <li>• Torches and gauges in good condition.</li> <li>• Flashback arrestors fitted at cylinders and gauges.</li> <li>• Hoses in good condition/correct type/all connections with clamps</li> <li>• Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure.</li> <li>• All cylinders regularly checked for leaks, leaking cylinders returned immediately</li> <li>• Fire prevention/control methods applied/hot work permits</li> </ul>

### 14.17 Plant & Storage Yards/Site Workshops Specifics

(i)	Subject	(ii)	Requirements
	Section 8(2)(1)	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated in writing to Supervise the Use &amp; Maintenance of Machinery</li> </ul>	

General Machinery Regulation 2(1): Supervision of the Use & Maintenance of Machinery	<ul style="list-style-type: none"> <li>• Critical items of Machinery identified/numbered/placed on register/inventory</li> <li>• Inspection/maintenance schedules for abovementioned</li> <li>• Inspections/maintenance carried out to above schedules</li> <li>• Results recorded</li> </ul>
General Machinery Regulation 9(2): Notices re. Operation of Machinery	Schedule D Notice posted in Work areas
Pressure Equipment Regulation 13(1)(b): Supervision of the Use & Maintenance of Vessels under Pressure or Pressure Equipment	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated in writing to Supervise the Use &amp; Maintenance of Pressure Equipment</li> <li>• Pressure Equipment identified/numbered/placed on register/Manufacturers plate intact</li> <li>• Inspection/maintenance carried out according to schedule</li> <li>• Results recorded/Test certificates available</li> </ul>
Lock-out Procedure	Lock-out procedure in operation
Ergonomics	Ergonomics survey conducted – results on record Survey results applied
Demarcation & Colour Coding	<ul style="list-style-type: none"> <li>• Demarcation principles applied</li> <li>• All services, pipes, electrical installation, stop-start controls, emergency controls etc. colour coded to own published or SABS standard</li> <li>• Employees trained to identify colour coding</li> </ul>
Portable & Bench Grinders	<ul style="list-style-type: none"> <li>• Area around grinder clear/trip/slip free</li> <li>• Bench grinders mounted securely/grinder generally in good condition/No excessive vibration</li> <li>• On/Off switch/button clearly demarcated/accessible</li> <li>• Adequate guards in place</li> <li>• Tool rest – secure/square/max. 2 mm gap, perpendicular to drive shaft</li> <li>• Stone/disk - correct type and size/mounted correctly/dressed</li> <li>• Use of Eye protection enforced</li> </ul>
Battery Storage & Charging	<ul style="list-style-type: none"> <li>• Adequately ventilated, ignition free room/area/no smoking sign/s</li> <li>• Batteries placed on rubber/wooden surface</li> <li>• Emergency shower/eye wash provided</li> <li>• No acid storage in area</li> <li>• Prescribed methods in place and adhered to when charging batteries</li> </ul>
Ancillary Lifting Equipment	<ul style="list-style-type: none"> <li>• Chain Blocks/Tirfors/jacks/mobile gantries etc. identified/numbered on register</li> <li>• Chains in good condition/links no excessive wear/checked daily</li> <li>• Lifting hooks – throat pop marked/safety latch fitted</li> <li>• SWL/MML marked/displayed</li> </ul>
Presses/Guillotines/ Shears	Only operated by trained/authorised persons Interlocks/lock-outs fitted/PPE worn or used at all times

14.18 Workplace Environment, Health and Hygiene

(dd) Subject	(ee) Requirement
Lighting	<p>Adequate lighting in places where work is being executed e.g. stairwells and basements.</p> <p>Light fittings placed / installed causing no irritating/blinding glare.</p> <p>Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used</p>
Ventilation	<p>Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.</p>
Noise	<p>Tasks identified where noise levels exceed 85 dB at any one time.</p> <p>All reasonable steps taken to reduce noise levels at the source.</p> <p>Hearing protection used where noise levels could not be reduced to below 85 dB.</p>
Heat Stress	<p>Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4)</p> <p>Cold drinking water readily available at all times.</p>
Ablutions	<p>Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites)</p> <ul style="list-style-type: none"> <li>• Toilet paper available.</li> <li>• Sufficient showers provided.</li> <li>• Facilities for washing hands provided</li> <li>• Soap/cleaning agent available for washing hands</li> <li>• Means of drying hands available</li> <li>• Lock-up changing facilities / area provided.</li> <li>• Ablution facilities kept hygienic and clean.</li> </ul>
Eating / Cooking Facilities	<p>Adequate storage facilities provided.</p> <p>Weather protected eating area provided, separate from changing area</p> <p>Refuse bins with lids provided.</p> <p>Facilities kept clean and hygienic.</p>
Pollution of Environment	<p>Measures in place to minimize dust generation.</p> <p>Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.</p>
Hazardous Chemical Substances	<p>All substances identified and list available e.g. acids, flammables, poisons etc.</p>



	Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available.  Substances stored safely.  Expiry dates meticulously checked where applicable
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### 15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

### 16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor’s specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice No. 84 dated 7 February 2014.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- Regulation No. 1 - Definitions
- Regulation No. 2 - Scope of application
- Regulation No. 3 - Application for construction work permit
- Regulation No. 4 - Notification of construction work
- Regulation No. 5 - Duties of client
- Regulation No. 6 - Duties of designer
- Regulation No. 7 - Principal Contractor and Contractor
- Regulation No. 8 - Management and supervision of construction work
- Regulation No. 9 - Risk Assessment for construction work
- Regulation No. 10 - Fall protection
- Regulation No. 11 - Structures
- Regulation No. 12 - Temporary works
- Regulation No. 13 - Excavation
- Regulation No. 14 - Demolition work
- Regulation No. 15 - Tunneling

- Regulation No. 16 - Scaffolding
- Regulation No. 17 - Suspended platforms
- Regulation No. 18 - Rope access work
- Regulation No. 19 - Material hoists
- Regulation No. 21 - Explosive actuated fastening device
- Regulation No. 22 - Cranes
- Regulation No. 23 - Construction vehicles and mobile plant
- Regulation No. 24 - Electrical installations and machinery on construction sites
- Regulation No. 25 - Use and temporary storage of flammable liquids on construction sites
- Regulation No. 26 - Water environments
- Regulation No. 27 - Housekeeping and general safeguarding on construction sites
- Regulation No. 28 - Stacking & Storage on construction sites
- Regulation No. 29 - Fire precautions on construction sites
- Regulation No. 32 - Approved Inspection authorities
- Regulation No. 33 - Offences and penalties

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

## 17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARDS TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- |                   |                   |  |   |
|-------------------|-------------------|--|---|
|                   | Regulation No. 10 |  | - Fall protection                         |
|                   | Regulation No. 11 | - Structures   |   |
|                   | Regulation No. 13 |  | - Excavation work                         |
|                   | Regulation No. 14 |  | - Demolition work                         |
|                   | Regulation No. 15 |  | - Tunneling                               |
|                   | Regulation No. 16 |  | - Scaffolding                             |
|                   | Regulation No. 17 |  | - Suspended platforms                     |
|                   | Regulation No. 18 |  | - Rope access work                        |
|                   | Regulation No. 19 |  | - Material hoists                         |
|                   | Regulation No. 20 |  | - Bulk mixing plant                       |
|                   | Regulation No. 21 |  | - Explosive actuated fastening device     |
|                   | Regulation No. 22 |  | - Cranes                                  |
|                   | Regulation No. 23 |  | - Construction vehicles and mobile plant. |
| Regulation No. 24 |                   | - Electrical installations and machinery on construction sites         |   |
| Regulation No. 25 |                   | - Use and temporary storage of flammable liquids on construction sites |   |
|                   | Regulation No. 26 |  | - Water environments                      |

Regulation No. 27  
Regulation No. 29

- Housekeeping on construction sites  
- Fire precautions on construction sites.

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

### 18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

#### Legal Framework and obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4<sup>th</sup> October 1997
- (viii) Legislation pertaining to water usage and the environment
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law

#### Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?  
**That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration**
- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on **any** or **both** of the above criteria

(There may not necessarily be a relationship between criminal and civil liability!)

### 19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 27. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

### 20. LOCKOUT SYSTEMS - ELECTRICAL!

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

### **21. INCIDENT INVESTIGATION**

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File.

### **22. GENERAL**

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 5.1(q). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

### **23. IMPORTANT LISTS AND RECORDS TO BE KEPT**

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- 1 List of appointments
- 2 List of record keeping responsibilities
- 3 Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 ("Preamble") above.

#### **23.1 LIST OF APPOINTMENTS**

SEE POINT 5.1 OF APPOINTMENT NEEDED

#### **23.2 LIST OF RECORD KEEPING RESPONSIBILITIES**

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(i) item	(ii) CR	(iii) RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(2)	Application for construction work permit to Provincial Director – Annexure 1, where applicable  Available on site	Client
2.	4(2)	Notification to the Provincial Director – Annexure 2, where applicable  Available on site	Client
3.	5(1)(m)	Copy of Principal Contractor’s Health & Safety Plan  Available on request	Client
4.	7(d)	Copy of Principal Contractor’s Health & Safety Plan  As well as each Contractor’s Health & Safety Plan  Available on request	Principal Contractor
5.	7(b)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHS&A Regulations)  Available on request	Every Contractor
6.	7(e)	Consolidated Health and Safety File handed to Client on completion of Construction work.  To include all documentation required i.t.o. OHS&A Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor
7.	7(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done  Included in Health and Safety file and available on request	Principal Contractor
(iv) item	(v) CR	(vi) RECORD TO BE KEPT	RESPONSIBLE PERSON
8.	8(6)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 6 (7)] at design stage or on the Health and Safety Plan	Contractor
9.	9(1)	Risk Assessment - Available on site for inspection	Contractor
10.	7 (5)	Proof of Health and Safety Induction Training	Every Employee on site
11.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Contractor

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12.	11(2)(b)	Record of inspections of the structure [First 2 years – once every 6 months, thereafter yearly] - Available on request	Owner of Structure
13.	11(2)(c)	Maintenance records - safety of structure - Available on request	Owner of Structure
14.	13(2)(h)	Record of excavation inspection - On site available on request	Contractor
15.	17(11)	Suspended Platform inspection and performance test records  Kept on site available, on request	Contractor
16.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
17.	19(8)(d)	Maintenance records for Material Hoist - Available on site	Contractor
18.	20(8)	Records of Batch Plant maintenance and repairs  On site available for inspection	Contractor
19.	21(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	23(1)(k)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	24(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24.	29(l)	Fire Evacuation Plan	Contractor

### EMPLOYER DETAILS

<b>EMPLOYER DETAILS</b>	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	

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Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

<b>CONTRACTOR INFORMATION</b>	
Contractors:	
Site Address:	



Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16: SCAFFOLDING:	
CR17: SUSPENDED SCAFFOLDING:	
CR19(6): MATERIAL HOIST (S):	
CR20(1): BULK MIXING PLANT:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(a): EXCAVATION WORK:	
CR14: DEMOLITION WORK:	
CR21(2)(b): EXPLOSIVE ACTUATED FASTENING DEVICES:	
CR28(a): STACKING	

INSPECTION SHEET				
SECTION/REGS	ITEM CHECKED	N/A	YES	NO
<b>APPOINTMENTS</b>				
CR8(1)	Supervisor:			
CR8(2)	Assistant Supervisor:			
S17(1)	Health & Safety Representative: (ratio)			
S19(1)	Health & Safety Committees			
CR 14(1)	Demolition Supervisor			

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<b>DOCUMENTS</b>				
GAR 9(1)	Records of Incidents			
GAR 4	Copy of the Act			
GAR 7	Safety Reps Report			
GAR 8	Safety Committee Minutes			
DMR 18(7)	Lifting Machinery Log (Crane)			
CR 3(3)	Application for construction work permit			
CR 4	Notification of Construction Work			
CR 9(2)	Risk Assessment			
CR 9(9)(e)	Proof of the Health & Safety Induction Training			
CR 13(13)(h)	Inspection of Excavation (Records)			
CR 22(g)	Crane Operator Medical Certificate			
CR 23(11)	Mobile Plant Operator Medical Certificate			
CR 20(9)	Batch Plant Repairs & Maintenance Records			
CR24(d)	Temporary Electrical Installation Record			
CR 7(1)(b)	Health & Safety File			
CR 17(11)	Suspended Platforms' Performance Records			
CR 19(b)& (c )	Material Hoists Record Book			
	Scaffolding Log Book			
CR 7(8)	Medical Certificate of Fitness			
CR 23(1)(l)	Construction Vehicle & Mobile Plant Register			
CR 24(d)	Electrical Installation & Machinery Register			
<b>INCIDENTS</b>				
GAR 8(1) S24	Reported			
GAR 9(1)	Recorded, Investigated and action taken			
<b>PUBLIC SITE</b>				

FR 2(1)	Sanitary Facilities			
CR 30(1) (c)	Changing Facilities for each sex			
NB Notice	Pedestrian warning			
<b>PERSONAL SAFETY EQUIPMENT</b>				
GSR 2(3)	Items Issued:			
GSR 2(3)	Items Required:			
S23	(What is the payment on each item?)			
<b>SAFETY PLANS</b>				
FIRST AID				
GSR 3(6)	Name(s) of First Aider(s):			
CR 5(1)(b)	Client's Health & Safety Specification			
CR7(1)(b)	Principal's contractor H&S Plan			
<b>FIRE HAZARD &amp; PRECAUTIONS</b>				
GSR 4	Flammables used, waste, hot work, diesel, fuel, gas			
ER 9(1)	Portable Extinguishers			
<b>ELECTRICAL INSTALLATIONS &amp; MACHINERY</b>				
CR24	Guarding & PPE to Electrical Installations			
<b>ILLUMINATION</b>				
ER 3(6)	Dangerous Places and signage as well			
ER 3	Housekeeping			
ER6(2)(b),(c),(d)	Clear space storage			
ER6(3)	Disposal of waste			
<b>EXCAVATIONS</b>				
CR 13(3)(l)	Barricades (plus illumination!)			
CR 13(3)(c)	Safe Depth Shoring/Bracing			
CR 13(1)(a)	Monitored			

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CR 13(3)(h)	Excavation Inspection Record			
<b>GUARDING</b>				
ER 6(2)(f)	Floor Openings (plus illumination!)			
	Floor slab sides, Shafts (plus illumination!)			
<b>SITE EQUIPMENT</b>				
GSR 13A(a)	Ladders condition, secured			
SANS 10085	Scaffold condition, secured			
SANS 10085	Platforms no. of boards condition Support 1.25. Toe Boards			
SANS 10085	Hand Rails			
<b>SITE MACHINES</b>				
DMR 3(2)(3)	Circulars, guards, riving knives			
DMR 2(a)	Mixers guarded			
<b>ELECTRIC POWER</b>				
EMR 6(1)	Supply Board, condition E.L Relay Test			
GMR 3(1)	Condition of Tools, Leads, Plugs, etc			
<b>LIFTING MACHINE/TACKLE</b>				
DMR 18(8)	Lifting of persons			
DMR 18(8)	Condition, Securing of Load			
<b>EXPLOSIVE ACTUATED FASTENING DEVICE</b>				
CR 23(1)	Safe Use and Storage			
IMPROV	Warning Notice			
<b>ROOF WORK</b>				
CR 10(1)	Safety equipment & precautions			
CR 10(2)	Fall protection plan			
CR 10(3)	Updated fall protection plan			
<b>CEMENT</b>				
AR 10(a)	Suitable Tools			

ANNEXURE A

ADDITIONAL PROJECT SPECIFICATIONS

PROJECT TITLE: **MHLONTLO 260 DESTITUTE  
HOUSES**

THE FOLLOWING SHOULD BE CONSIDERED FOR THE SPECIFIC OF THE PROJECT SCOPE OF WORK NAMELY:

ITEM	POSSIBLE HAZARDS
DELIVERY OF PRODUCT	Delivery vehicle colliding with structures Driver not seeing pedestrians or workers Falling material. Employees standing under suspended loads Heavy objects
STACKING AND STORAGE	Unsafe stacking Collapsing stacks Tripping over equipment product due to storage and housekeeping and practices
EXCAVATIONS	Collapse; Employees buried; Rain or flooding

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	<p>Failure to shore or follow safety procedure</p> <p>Utilities – gas, electrical water, other pipelines, underground storage tanks; vessels, Geological profile.</p>
MIXING OF MORTAR AND CEMENT	<p>Exposure to dust.</p> <p>Manual handling.</p> <p>Unsafe Tools</p> <p>Dust</p> <p>Dermatitis</p> <p>Stagnant water.</p>
BRICK LAYING	<p>Manual handling injuries</p> <p>Falling of bricks to lower levels.</p> <p>Falling from a height.</p> <p>Falling objects to lower levels</p> <p>Lightning, wind, rain</p>
SCABBING OF CONCRETE	<p>Airborne particles- dust</p> <p>Foreign objects in eyes.</p> <p>Injuries</p>
DEMOLITION WORK	<p>Structural collapse.</p> <p>Employee buried beneath collapsed structure.</p> <p>Falling and flying objects</p> <p>Failure to isolate utilities.</p> <p>Injuries</p> <p>Falling from a height</p>
LIFTING LOADS	<p>Employees, visitors standing under suspended loads</p> <p>Equipment failure</p> <p>Falling objects</p> <p>Manual handling</p>

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ELECTRICAL INSTALLATIONS AND EQUIPMENT	Unsafe wiring Electrocution Equipment out of control Fractured equipment Electrical Arcs, flashes and fires
HOT WORK	Fire, Explosions, failure to implement fire controls. Burns; Flash backs, Exposure to sparks; gases Burrs on work piece; Failing to secure work piece. Flying objects; Fumes; Slag Unsafe equipment; Ultraviolet and infrared radiation. Working in confined spaces or near flammable materials Poor stacking of combustibles; Failure to protect eyes causing blindness.
PAINTING	Solvents; Resins; Pigments; Additives; Dust; Foreign particles; Dermatitis
ELEVATED WORK	Falling from a height. Medically unfit; Scaffold collapse; Falling Objects etc.

### 1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.
- 1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.
- 1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.
- 1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.
- 1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution’s commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.
- 1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.
- 1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.



These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the

shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

- 1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 1.11 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.
- 1.15 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.17 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.18 **“Day”** means calendar day.

- 1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.
- 1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.21 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 1.23 **“Dumping”** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 1.25 **”Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.26 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.27 **“GCC”** mean the General Conditions of Contract.
- 1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -
- 1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996)

1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI.

- 1.30 **Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.31 **Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.32 **Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.33 **Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.34 **Order**” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.35 **Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 1.36 **Parliament**” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.
- 1.37 **Person**” includes reference to a juristic person.
- 1.38 **Project site**” where applicable, means the place indicated in bidding documents.

- 1.39 **“Purchaser”** means the organization purchasing the goods.
- 1.40 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.
- 1.41 **“Republic” or “RSA”** means the Republic of South Africa.
- 1.42 **“RFP”** means Request for Proposal.
- 1.43 **“RFT”** means Request for Tender.
- 1.44 **“RFQ”** means Request for Quotation.
- 1.45 **“SCC”** means the Special Conditions of Contract.
- 1.46 **“Secretary”** means the Secretary to Parliament.
- 1.47 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.48 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

- 1.52 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid can be accessed electronically from [www.parliament.gov.za](http://www.parliament.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and information; inspection**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

## **7. Performance security**

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

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of Parliament or an organisation acting on behalf of Parliament.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

### **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

### **10. Delivery and documents**

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

### **11. Insurance**

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

### **12. Transportation**

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

### **13. Incidental services**

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

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

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

### **14. Spare parts**

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

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

### **15. Warranty**

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



that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Variation orders**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than **25%** of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the

delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

### **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier

shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services (SARS).

**33. Transfer of contracts**

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts**

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

**35. Prohibition of restrictive practices**

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

# PART C4

## SITE INFORMATION

### C4 SITE INFORMATION

A topographical survey of the site was undertaken and its information is contained on the Tender Drawings supplied with this document.

The material encountered in the area of the proposed road is dominated by slightly moist, stiff, with residual dolerite in other sections.

The above paragraph is only given as a guideline and prospective Tenderers shall also acquaint themselves with the nature of ground and subsoil conditions.

Tenderers are expected to make their own assessment of the site, site access, geotechnical conditions, services etc. before submitting tenders. No claims for extension of time or additional compensation of any kind will be entertained if it is found (in the opinion of the Engineer) that such claims are the result of a lack of knowledge of the site conditions where such conditions could and would have been reasonably foreseen by a suitably qualified and competent person carrying out an investigation of the site.

Locality Map