

# MHLONTLO LOCAL MUNICIPALITY



## CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (MIG/R/EC/19100/22/24)

### VOLUME 1

### A Tender for Category 6CE or higher CIDB Registered Contractors

<b>ISSUED BY:</b>
The Municipal Manager Mhlontlo Local Municipality P O Box 31 Qumbu 5180 Tel: 047 553 7000

Registered Name of Tenderer:	
<b>TRADING NAME OF TENDERER:</b>	
Registration No. of Entity:	
Contact Person:	CSD No:
Tel. No.:	E-mail Address:
Cell No.:	Fax No:
CIDB CRS Number(s):	

### CLOSING DATE AND TIME:



EXPANDED PUBLIC WORKS PROGRAMME

**CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (MIG/R/EC/19100/22/24)**

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# **TENDER**

## **PART 1 (OF 2): TENDERING PROCEDURES**

**For the following scope of works:**

The road comprises of 16km gravel road over 5m width plus storm water side drains on either side of the road and culvert structures including related erosion protection works.

- Preparatory works associated with contractual obligations, establishment and temporary works.
- Clear and Grub works
- Earthworks (Cut, fill and spoil) associated with suitable horizontal and vertical alignment for whole length including borrow pit works.
- Provision of associated storm water drainage control in side drains, pipe culverts.
- 1x existing culvert structure for minor repairs.
- 150mm roadbed preparations compacted to 93% mod AASHTO density.
- Provision of new 150mm gravel wearing course compacted to 95% mod AASHTO density.
- Partial use of concrete slabs (600m) with 200 mm thickness where needed.
- Erosion protections (stone pitched channel, gabions and reno mattresses)
- Road signage.

# **TENDER**

## **PART 1 (OF 2): TENDERING PROCEDURES**

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## T1.1: TENDER NOTICE AND INVITATION TO TENDER

	<p><b>PHYSICAL ADDRESS</b> 96 Church Street Qumbu 5180</p>	
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	<p><b>POSTAL ADDRESS</b> P.O. Box 31</p>	
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Tel: 047 553 7000  
Fax: 047 553 0189

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.

PROJECT NAME	CIDB	CONTRACT NUMBER	ADVERT DATE	BRIEFING MEETING	CLOSING DATE
Construction of Nodali to Madiba Access Road	6CE	(MIG/R/EC/19100/22/24)	19 <sup>th</sup> October 2022	There will be no clarification meeting, however any bidder that is interested to view the site may submit a written request before the 23 <sup>rd</sup> October 2022 by email to XY Nqatyelwa on ynqatyelwa@mhlontlo.lm.gov.za	1 <sup>st</sup> December 2022 12h00 PM Qumbu foyer

### 2. 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. 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).
6. 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).

7. Submit Joint Venture agreement in the case of joint venture.
8. Tenderers are required to submit the methodology
9. 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 or lease agreement
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 measure 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 as from **20<sup>th</sup> October 2022** from [www.etender.gov.za](http://www.etender.gov.za) and [www.mhlontloim.gov.za](http://www.mhlontloim.gov.za) . There will be no clarification meeting, however if any bidder is interested to view the site may submit a written request before the **1<sup>st</sup> December 2022**.

#### Evaluation Criteria:

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

#### 80 points for price

#### 20 points for B-BBEE status level contributor

##### Functionality:

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Availability of Plant and Equipment Note: Proof of ownership in the form of vehicle registration that the firm's equipment must be attached and failure to do so will result in forfeiting the plant points  <b>NB:</b> If the bidder leases the plant then half points will be allocated on each plant provided. Bidder to attach original signed letter of intent to lease plant from owner with the certified registration documents of the owner	25	Grader X1	5
		TLB X1	5
		Tipper Truck X5	5
		Excavator X1	5
		Water TankerX2	5
		Proof of ownership / Lease agreement for each of the and above as evidence.	10
		None of the above	0

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Company experiences in terms of projects completed (Attach appointment letters and Completion certificates for each project completed in relation to access roads and stormwater projects). A bidder assessment form will also be used as attached.	25	Five (5) projects upwards	25
		Four Projects	20
		Three projects	15
		Two projects	10
		One project	5
		None of the above	0
<p>Key Personnel and Qualification The company must provide the CV's with copies of qualification and ID of the resources to be deployed on the project</p> <p><b>NB:</b> Signed CV with Declaration of Authenticity by employee (Page RD 12) and less than (6) six Months Certified Copies of Qualification to Claim Points</p>	20	<b>Project Manager/Contract Manager:</b> (ND Civil Eng./B -Tech.Civil Eng. or equivalent) with 5 years' relevant experience and above. References must traceable as they may be verified	6
		<b>Project Manager/Contract Manager:</b> (ND Civil Eng/B -Tech.Civil Eng, BSC or equivalent) with 3-5 years' relevant experience. References must traceable as they may be verified	3
		<b>Project Manager/Contract Manager:</b> (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1
		<b>Project Manager/Contract Manager:</b> With no experience, no qualification	0
		<b>Site Agent</b> (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 5 years relevant experience and above. References must traceable as they may be verified	4
		<b>Site Agent</b> (ND Civil Eng/B -Tech.Civil Eng or equivalent) with 3-5 years relevant experience. References must traceable as they may be verified	2
		<b>Site Agent</b> :(ND Civil Eng/B -Tech.Civil Eng or equivalent) with 1-3years relevant experience. References must traceable as they may be verified	1
		<b>Site Agent:</b> With no experience, no qualification	0
		<b>Health and Safety Officer</b> (OHS Certificate with registration to SACPCMP)	4
		<b>Site Foreman</b> (Skill with relevant experience for similar project/s 5 years and above	6
		None of the above	0

COMPETENCE	TOTAL SCORE	REQUIRED EVIDENCE	SCORE
Quality of methodology relevant to assignment step by step with time frames	30	A fully detailed methodology aligned to the Terms of Reference with clear milestones and time frames.	30
		Basic methodology with time frames	10
		Unclear methodology with no time frames	0
TOTAL	100	Minimum	70

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

**80 points for price**

**20 points for B-BBEE status level contributor. The joint venture company needs to submit a consolidated B-BBEE certificate in order to store B-BBEE points.**

**Bids in a sealed envelope clearly marked “BID NUMBER (MIG/R/EC/19100/22/24) and PROJECT NAME CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD, must be placed in the tender box at the reception, Mhlontlo Local Municipality, Physical address 96 Lungile Mabindla Street, Qumbu, 5180 on the 1<sup>st</sup> December 2022 before or at 12:00 PM where after bids will be opened in public.**

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 047 553 7000.

For technical enquiries please contact the Technical Services of Mhlontlo Local Municipality, Ms. X.Y. Nqatyelwa @ 047 553 7000/ 047 542 0192

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**Acting Municipal Manager**

**Mr. L Ndabeni**

**Mhlontlo Local Municipality**

**P.O. Box 31**

**Qumbu, 5180**



# INVITATION TO BID

**B1. YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MHLONTLO LOCAL MUNICIPALITY**

BID NUMBER: ..... CLOSING DATE: ..... CLOSING TIME:  
.....

DESCRIPTION.....

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

BID DOCUMENTS MAY BE POSTED TO:

.....  
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....  
.....

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

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

**B2.**

**B3. 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**B4. NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER

CODE.....NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER

CODE .....NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER: .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR

(Tick applicable box)

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

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

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE .....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED .....

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

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

**Department:** .....

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

**Tel:** .....

**Fax:** .....

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

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

**Tel:** .....

**Fax:** .....

**T1.2 : TENDER DATA**

(See [www.cidb.org.za](http://www.cidb.org.za)).

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. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

No	Clause	Wording
1	F.1.1	The employer is THE MHLONTLO LOCAL MUNICIPALITY.
2	F.1.2	<p><u>Volume 1: Tender Document</u></p> <p>This document in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Work, Site Information and Additional Documents (Environmental Management Plan, OHS etc).</p> <p>Other documents include “The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from <a href="http://www.saice.org.za">www.saice.org.za</a></p> <p>Copies of these conditions of contract may be obtained on the tenderer’s own cost from the SAICE telephone: 011-805 5947”; and</p> <p>SABS 1200 is used:</p> <p>For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –</p> <p><u>Volume 2: Book of Drawings</u></p> <p>The book containing the Drawings as listed in Volume 2.</p>
3	F.1.4	<p>The Employer’s agent is:</p> <p><b>Uphuhliso Nohlumo (Pty) Ltd</b></p> <p>Physical Address:</p> <p>Uphuhliso Nohlumo (Pty) Ltd 73 Blakeway, Mthatha</p> <p>Contact Person: Mr M. Ndabeni / SK Anthony Tel: 047 531 0624, Fax: 086 546 7094 E-mail: <a href="mailto:info@uphuhlisonohlumo.co.za">info@uphuhlisonohlumo.co.za</a></p>
4	F.2.1	<p>Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 5CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. Two Grade 5 contractors or One Grade 5 and Two Grade 4 contractors.</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6CE or 5CEPE</li> </ol>

No	Clause	Wording
		<p>or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations; and</p> <p>4. the Joint venture is registered on the MHLONTLO LOCAL Municipality's supplier's database or proof of application.</p> <p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders :</p> <ul style="list-style-type: none"> <li>a) Capacity to undertake the job (Capacity to mobilize own and subcontracting resources, finances and ability to meet and maintain initial costs of all general risks, liabilities and obligations for providing sureties, insurances, plant and statutory compliances etc.).</li> <li>b) Experience &amp; Expertise relevant to the job (Attach CVs of assigned skilled key personnel to manage and perform the contract, completion certificates, appointment letters, Quality achievements on previous contracts of a similar nature.</li> <li>c) Sound Methodology/Proposal i.e. Detailed labour-intensive work plan with clear milestones, numbers and dates. Also submit Detailed Local Economic Development Plan with clear targets (%)</li> </ul>
5	F.2.2	<p>Add the following to the Clause:</p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending tender interviews in the office of the Employer or the Employer's Agent.”</p>
6	F.2.3	<p>Amend the Clause to read:</p> <p>“.....and notify the Employer's <b>Agent</b> of any discrepancy.....”</p>
7	F.2.7	<p>The arrangements for a compulsory site visit and clarification meeting are stated where applicable in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda may be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p> <p>Tender documents will not be made available at the site visit and/or clarification meeting.</p>
8	F.2.11	<p>Add the following to the Clause:</p> <p>“In the event of a mistake having been made on the price schedule, it shall be crossed out in non-erasable ink and be accompanied by an initial of each signatory to the Tender at each and every price alteration.”</p> <p>“If correction fluid has been used on any specific item price, such item will not be considered. Corrections in terms of price may not be made by means of correction fluid such as Tippex or similar product.</p> <p>No correction fluid may be used in a Price Schedule where prices are calculated to arrive at a total amount. If correction fluid has been used, the tender as a whole will be classified non-responsive and not be considered.</p> <p>The Employer will reject and classify the tender non-responsive if corrections are not made in accordance with the above.”</p>

No	Clause	Wording
9	F2.12	<p>Replace this Clause with the following:</p> <p>“If tenderer wishes to submit an alternative offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer’s standards and requirements, the details of which may be obtained from the Employer’s Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer’s costs of confirming the acceptability of the detailed design before it is constructed.”</p>
9	F.2.12	No alternative offers will be considered
10	F.2.13.2	Each Tenderer is required to return the original completed tender documents, including drawings with all the required information supplied, duly completed in non-erasable ink in all respects.
11	F.2.13.4	<p><b>Add the following</b> to the clause:</p> <p>“Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F.2.13.3</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a <b><u>resolution by its board of directors</u></b> authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a <b><u>resolution by its members</u></b> authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, <b><u>all the partners</u></b> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <b><u>proof of such authorisation</u></b> shall be included in the Tender.</p>
12	F.2.13.4 continued	<p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a <b><u>resolution</u></b> of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.</p> <p><b><u>Accept that failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.”</u></b></p>

No	Clause	Wording
13	F.2.13.5	<p>The identification details are:</p> <ul style="list-style-type: none"> <li>• Tender Reference number: MIG/R/EC/19100/22/24</li> <li>• Title of Tender: Nodali-Madiba Access Road</li> <li>• Closing Date: 1<sup>st</sup> December 2022</li> <li>• Closing Time: 12h00</li> </ul> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at: ground floor MHLONTLO Local Municipality: tender box at the reception, Mhlontlo Local Municipality, Physical address 96 Lungile Mabindla Street, Qumbu, 5180 Please note the availability of tender documents, working hours and closing of bid on tender notice.</p>
14	F.2.13.6 / F.3.5	A two-envelope procedure will not be followed.
15	F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed or posted tender offers will not be accepted
16	F.2.14	<p><b>Add the following</b> to the clause:</p> <p>“Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing similar building works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in Part T2 – Returnable Documents.</p> <p>Accept that the Employer is restricted in accordance with clause 4. (4) Of the Construction Regulations, 2014, to only appoint a contractor who he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause F2.23) shall be regarded as justifiable and compelling reasons not to award a contract to a Tenderer.”</p>
17	F.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
18	F.2.16	The tender offer validity period is SIXTEEN (16) weeks.
19	F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements as required in Part C3.
20	F.2.19	Access shall be provided by the Tenderer to his premises during working hours for inspections, tests and analysis.
21	F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
22	F.2.23	<p>The tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) Valid Tax Clearance Certificate issued by the South African Revenue Services.</li> <li>2) Refer to part T2: Returnable Documents for a list of documents that are to be returned with the tender.</li> </ol>
23	F.2.24	<p>Add the following new clause:</p> <p>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium or individual valid tax clearance certificates for all the members of the Joint Venture/Consortium.”</p>
24	F.2.25	Add the following new clause:

No	Clause	Wording
		<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>"No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
25	F.2.26	<p>Add the following new clause: Accept that the Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality <u>or</u> municipal entity.</li> </ol> <p><b>"In the service of the state"</b> means to be -</p> <ol style="list-style-type: none"> <li>a) a member of:- <ul style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>b) a member of the board of directors of any municipal entity;</li> <li>c) an official of any municipality or municipal entity;</li> <li>d) an employee of any national or provincial department;</li> <li>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>f) a member of the accounting authority of any national or provincial public entity; or</li> <li>g) an employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed."</p> </li></ol>
26	F.2.27	<p>Add the following new clause: Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including –</p> <ol style="list-style-type: none"> <li>a) the name of that person;</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) the amount of the award.</li> </ol> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed."</p>



No	Clause	Wording
27	F.2.28	<p>Add the following new clause:  <b>“Employment Contracts”</b>  Accept that successful tenderers shall be obliged to conclude employment contracts with their employees failing which the Municipality reserves the right to terminate the awarded contracts.</p>
28	F.2.29	<p>Add the following new clause:  <b>“Remuneration</b>  Accept that successful tenderers shall pay their workers a remuneration not less than that recommended and regulated by the Department of Labour.”</p>
29	F.2.30	<p>Add the following new clause:  <b>“Scope of mandatory subcontract works”</b>  Appointed service providers may be requested to sub-contract a certain and agreed percentage of works to cidb registered local contractors and targeted groups in line with the municipality’s contractor development targets and preferential procurement regulations 2017 respectively.</p>
30	F.2.31	<p>Add the following new clause:  <b>“Municipal Clearance Billing Certificate:</b>  Accept that no contract will be awarded to a tenderer who is in arrears for more than three months (or who fails to make suitable arrangements to settle the arrears) in respect of municipal rates and other charges due any municipality.”  If the tender amount is expected to be more than R10 million the period for arrears reduce to one (1) month.</p>
31	F.3.1.1	Change “five (5) working days” to “seven working days”.
32	F3.2	Change “seven days” to “five working days”.
33	F.3.4	The time and location for the opening of tender submissions are stated in the Tender Notice and Invitation to Tender.
34	F.3.5	A two-envelope procedure will not be followed.
35	F.3.11.1	<p>The procedure for the evaluation of responsive tenders is Method 2.  Tenders will be evaluated in terms of the latest MHLONTLO Local Municipality’s Supply Chain Management Policy.  The method for the evaluation of responsive tenders shall be Method 2: Financial Offer and Preference as described under Clause F.3.11.3.  The 80/20 Preference Point system will be applied where a maximum of EIGHTY (80) tender adjudication point be awarded for price and a maximum of TWENTY (20) points for specific contract goals respectively. Refer to Part T2 – Returnable Documents.</p>
36	F.3.11.7	<p>The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:  <math display="block">P_s = 80 (1 - (P_t - P_{min}/P_{min}))</math> Where;  P<sub>s</sub> = Points scored for price of tender under consideration;  P<sub>t</sub> = Price of tender under consideration; and  P<sub>min</sub> = Price of lowest acceptable tender.</p> <p>The following table must be used to calculate the score out of 20 for BBBEE:</p>

No	Clause	Wording
37	F.3.13.1	<p>Add the following to the Clause:</p> <ul style="list-style-type: none"> <li>g) the tenderer submits a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>h) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document</li> <li>i) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>j) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>k) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>l) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are not permitted to submit tenders or participate in the contract;</li> <li>m) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>n) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, and applicable revisions or/and additions issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely;</li> <li>o) Tenderer or any of its directors, partners or principals is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>p) The Form of Offer and Acceptance is correctly completed and signed;</li> <li>q) Submission of a valid proof of registration with, or application for registration with the MHLONTLO Local Municipality's supplier's database.</li> </ul>
38	F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.

## T1.3: STANDARD CONDITIONS OF TENDER

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## CIDB STANDARD CONDITIONS OF TENDER

As published under Annex F (normative) of CIDB Standard for uniformity in construction procurement, July 2015. This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter.

### F.1 General

#### F.1.1 Actions

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

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

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result
  - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

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

#### F.1.2 Tender Documents

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

#### 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 of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- 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
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that

bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

##### **F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-**

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

##### **F.1.6.3 Proposal procedure using the two stage-system**

###### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and

in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

#### **F.1.6.3.2 Option 2**

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

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

### **F.2 Tenderer's obligations**

#### **F.2.1 Eligibility**

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

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

#### **F.2.2 Cost of tendering**

**F.2.2.1** *Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.*

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### **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 Clarification meeting**

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

### **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) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **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.

**F.2.10.2** 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**

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

### **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 one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**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 legibly in non-erasable 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 will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### ***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. Accept that proof of posting shall not be accepted as proof of delivery.

**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.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### ***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 competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

## **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), 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 requests from the tenderer**

**F.3.1.1** 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.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

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

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

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

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

### **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 more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

### **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, after opening and before detailed evaluation, whether each tender offer properly received:

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

**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) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

**F.3.9.1** 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.3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above

### **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**

#### **F.3.11.1 General**

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

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a financial offer:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

**F.3.11.3**

**Method 2:**

**Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 ( all applicable taxes included):

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

*Where*

*P<sub>s</sub> = Points scored for comparative price of tender or offer under consideration;*

*P<sub>t</sub> = Comparative price of tender or offer under consideration; and*

*P<sub>min</sub> = Comparative price of lowest acceptable tender or offer.*

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 1 million

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

**90/10**

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- (5)(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B- BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- (5)(c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- (5)(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5) (b) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- (5)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### **F.3.11.6 Decimal places**

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

### F.3.11.7 Scoring Financial Offers

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

$$NFO = W1x A$$

where: **NFO** is the number of tender evaluation points awarded for the financial offer.

**W1** is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data

**A** is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

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

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring functionality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 x SO / MS$$

where: **SO** is the score for quality allocated to the submission under consideration;  
**MS** is the maximum possible score for quality in respect of a submission,  
and  
**W2** is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### F.3.12 Insurance provided by the employer

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

### F.3.13 Acceptance of tender offer

**F.3.13.1** Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

#### **F.3.14 Prepare contract documents**

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.16 Notice to unsuccessful tenderers**

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

#### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

The Tenderers can get more information on CIDB website for more information on standard conditions of tender.



**MHLONTLO LOCAL MUNICIPALITY**

**(MIG/R/EC/19100/22/24)**

**CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD**

**TENDER**  
**PART 2 (OF 2): RETURNABLE DOCUMENTS**

**T2.1 List of Returnable Schedules**

**T2.2 Returnable Documents**

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**T2.1: RETURNABLE SCHEDULES**

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

<b>1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES</b> <b>Failure to submit these applicable documents will result in the tender offer being disqualified from further consideration.</b>		
T 2.1.1	Authority of Signatory	Tick if completed and submitted
T 2.1.2	Certificate of Attendance at Compulsory Clarification Meeting	Tick if completed and submitted
T 2.1.3	Entity Tax Compliance Status PIN & Entity Tax Reference Number (in writing, either on the company profile or any entity document with a letterhead or as issued by SARS) & <b>MBD 2 Form</b>	Tick if completed and submitted
T 2.1.4	A copy of Entity Registration Documents.	Tick if completed and submitted
T 2.1.5	VAT Registration Certificate	Tick if completed and submitted
T 2.1.6	A certified copy or Original BBBEE Status Level Certificate or original affidavit	Tick if completed and submitted
T 2.1.7	Joint Venture (JV) Agreement (Where Applicable)	Tick if completed and submitted
T 2.1.8	Declaration of Interest in Tender of Persons in Service of the State <b>(MBD4 )</b>	Tick if completed and submitted
T 2.1.9	<b>(MBD5) DECLARATION FOR PROCUREMENT ABOVE R10 MILLION</b> (ALL APPLICABLE TAXES INCLUDED)	Tick if completed and submitted
T 2.1.10	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017 <b>(MBD6.1)</b>	Tick if completed and submitted
T 2.1.11	Status of Concern Submitting Tender	Tick if completed and submitted
T 2.1.12	Proof of Registration with the Construction Industry Development Board (in the applicable category or higher) - CIDB Grading with CRS number	Tick if completed and submitted

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T 2.1.13	Compulsory Enterprise Questionnaire	Tick if completed and submitted
T 2.1.14	Declaration of Tenderer's Past Supply Chain Management (SCM) Practices <b>(MBD 8)</b>	Tick if completed and submitted
T 2.1.15	Declaration Concerning Fulfilment of the Construction Regulations, 2014	Tick if completed and submitted
T 2.1.16	Certificate of Independent Bid Determination <b>(MBD9)</b>	Tick if completed and submitted
T 2.1.17	Record of Addenda to Tender Documents	Tick if completed and submitted
T 2.1.18	Proposed Amendments	Tick if completed and submitted
T 2.1.19	Schedule of Work Satisfactorily Carried out by the Tenderer for Private Clients or Organs of State	Tick if completed and submitted
T 2.1.20	Schedule of Plant and Equipment Available for the Contract	Tick if completed and submitted
T 2.1.21	Schedule of Proposed Subcontractors	Tick if completed and submitted

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<b>2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES THAT WILL BE INCORPORATED INTO THE CONTRACT</b>		
T 2.2.1	Billing Clearance Certificate or Statement of Municipal Accounts (not older than 3 months)	Tick if completed and submitted
T 2.2.2	Proof of Registration with <b>(CSD)</b> National Treasury Central Supplier Database & <b>Completed data base registration form (if not currently registered with MHLONTLO Local Municipality)</b>	Tick if completed and submitted
T 2.2.3	Estimated Monthly Cash flow	Tick if completed and submitted
T 2.2.4	Personnel Schedule	Tick if completed and submitted
T 2.2.5	Quality Management Systems	Tick if completed and submitted
T 2.2.6	Preliminary Program of the Works AND METHOD STATEMENT	Tick if completed and submitted
T 2.2.7	Contract Organogram	Tick if completed and submitted
T2.2.8	Curriculum Vitae of Contracts Manager	Tick if completed and submitted
T2.2.9	Curriculum Vitae of Site Agent	Tick if completed and submitted
T2.2.10	Curriculum Vitae of General Foreman	Tick if completed and submitted
T2.2.11	Curriculum Vitae of Health and Safety Representative	Tick if completed and submitted
T2.2.12	Attach Detailed Company Profile (with relevant past experience)	Tick if completed and submitted
T2.2.13	Certified ID Copy(ies) of Director(s) (not older than 3 months)	Tick if completed and submitted
T2.2.14 .	Completed data base registration form (if not currently registered with MHLONTLO Local Municipality)	Tick if completed and submitted

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**T 2.1.1: CERTIFICATE FOR AUTHORITY FOR SIGNATORY**

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**A. Certificate for Company**

I, ....., chairperson of the board of directors of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20..., \*Mr/Ms ..... acting in the capacity of ..... (Position in the Enterprise), and who will sign as follows: ..... be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

**As witnesses:**

1. .... Chairman : .....
2. .... Date : .....

	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

NOTE:  
 1. \*Delete which is not applicable  
 2. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise  
 3. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Tender

**A Certificate for Joint Venture and Consortia**

We, the undersigned, being the key partners in the business trading as .....  
 ..... hereby authorize \*Mr/Ms,... .....  
 acting in the capacity of ..... (Position in the Enterprise), and who will  
 sign as follows: .....be, and is hereby, authorized to sign the  
 Bid/Tender, and any and all documents and/or correspondence in connection with this  
 tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:  
 4. \*Delete which is not applicable  
 5. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise  
 6. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

**B. Certificate for Joint Venture and Consortia**

We, the undersigned, are submitting this tender offer in a Joint Venture / Consortium and hereby authorize \*Mr/Ms,.....acting in the capacity of lead partner, and who will sign as follows: .....be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

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

NAME OF FIRM	Lead Partner (X)	ADDRESS	% of Contract Value	AUTHORISING SIGNATURE, NAME & CAPACITY

**C. Certificate for Sole Proprietor**

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

**As witnesses:**

1. \_\_\_\_\_ Signature owner : Sole owner : \_\_\_\_\_  
 2. \_\_\_\_\_ Date : \_\_\_\_\_

**D. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as ..... hereby authorize \*Mr/Mrs ..... acting in the capacity of ....., (Position in the Enterprise), and who will sign as follows: .....be, and is hereby, authorized to sign the Bid/Tender, and any and all documents and/or correspondence in connection with this tender and any contract resulting from it on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

NOTE:  
 7. \*Delete which is not applicable  
 8. NB: This resolution must be signed by all the Directors/Members/Partners of the Bidding Enterprise  
 9. Should the number of Directors/Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Tender

**T 2.1.2: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of .....(address)

.....

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

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

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

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name ..... Signature .....

Capacity ..... Date & Time .....



**T 2.1.3 ATTACH ENTITY TAX COMPLIANCE STATUS PIN AND ENTITY TAX REFERENCE NUMBER (IN WRITING, EITHER ON THE COMPANY PROFILE OR ANY ENTITY DOCUMENT WITH A LETTERHEAD OR AS ISSUED BY SARS)**

In terms of Clause 43 of the Municipal Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of taxes. The tenderer must attach to this page an original of a valid Tax Clearance Certificate issued by the South African Revenue Services in respect of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach the Tax Clearance Certificate for each of the joint venture partners.

**MBD 2**

**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

**2.1.4: ATTACH ENTITY REGISTRATION DOCUMENTS**

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

**T 2.1.5**

**ATTACH VAT REGISTRATION CERTIFICATE**

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

**T 2.1.6 ATTACH CERTIFIED COPY OR ORIGINAL BBBEE STATUS LEVEL  
CERTIFICATE OR ORIGINAL AFFIDAVIT**

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

**T 2.1.7 JOINT VENTURE (JV) AGREEMENT (WHERE APPLICABLE)**

- In case of a joint venture (JV), an Entity Tax Compliance Status PIN & Entity Tax Reference Number (in writing, either on the company profile or any entity document with a letterhead or as issued by SARS (With clear expiry dates) of both partners should be submitted as well as a signed JV agreement by both parties

**GENERAL**

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
  - a) The contributions of capital and equipment
  - b) Work items to be performed by the Affirmable Joint Venture Partner's own forces
  - c) Work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

**1. JOINT VENTURE PARTICULARS**

- a) Name.....
- b) Postal address .....  
.....  
.....
- c) Physical address .....  
.....  
.....

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d) Telephone .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

**2.2(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:

.....

*Continue as required for further non-Affirmable Joint Venture Partners)*

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**3.2(a)** Name of Firm.....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**3.3(a)** Name of Firm .....

Postal Address .....

Physical Address.....

Telephone .....

Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements:  
.....

**4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE**

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

**5. OWNERSHIP OF THE JOINT VENTURE**

a) Affirmable Joint Venture Partner ownership percentage(s) .....%

b) Non-Affirmable Joint Venture Partner ownership percentage(s) .....%

c) Affirmable Joint Venture Partner percentages in respect of: \*

(i) Profit and loss sharing .....

(ii) Initial capital contribution in Rands .....

.....  
.....

(\*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands .....

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

(iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.

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



**6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES**

	<b>NON-AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

	<b>AFFIRMABLE JOINT VENTURE PARTNERS</b>	<b>PARTNER NAME</b>
a)		
b)		
c)		
d)		
e)		

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority e.g. co-signature requirements and Rand limits).

- (a) Joint Venture cheque signing  
 .....  
 .....
- (b) Authority to enter into contracts on behalf of the Joint Venture  
 .....  
 .....
- (c) Signing, co-signing and/or collateralising of loans

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.....  
.....  
(d) Acquisition of lines of credit  
.....  
.....  
.....

(e) Acquisition of performance bonds  
.....  
.....  
.....

(f) Negotiating and signing labour agreements  
.....  
.....  
.....

**8. MANAGEMENT OF CONTRACT PERFORMANCE**

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations  
.....

(b) Major purchasing  
.....

(c) Estimating  
.....

(d) Technical management  
.....

**9. MANAGEMENT AND CONTROL OF JOINT VENTURE**

(a) Identify the “managing partner”, if any,

.....  
 .....

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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

(c) Describe the management structure for the Joint Venture’s work under the contract

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

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**10. PERSONNEL**

- (a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in “ex Affirmable Joint Venture Partner” or “ex non-Affirmable Joint Venture Partner”).

- (b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

- (i) Number currently employed by Affirmable Joint Venture Partners

.....

- (ii) Number currently employed by the Joint Venture

.....

- (c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

- (d) Name of individual(s) who will be responsible for hiring Joint Venture employees

.....

.....

- (e) Name of partner who will be responsible for the preparation of Joint Venture payrolls

.....

.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

Date.....

---

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.. ..

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Date.....

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

---

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

---

**Signature**.....

Duly authorised to sign on behalf of.....

Name.....

Address.....

Telephone.....

Date.....

---

**T 2.1.8 DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF THE STATE (MBD 4)**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
  1. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 1. 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 3.1 Full Name of bidder or his or her representative:.....
- 3.2 Identity Number: .....
- 3.3 Position occupied in the Company (director, trustee, Shareholder<sup>2</sup>):  
.....
- 3.4 Company Registration Number:  
.....
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:  
.....
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
  - 3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –  
(a) a member of –  
(i) any municipal council;  
(ii) any provincial legislature; or  
(iii) the national Assembly or the national Council of provinces;  
  
(b) a member of the board of directors of any municipal entity;

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- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars

.....  
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers,



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principle shareholders, or stakeholders of this company  
have any interest in any other related companies or  
business whether or not they are bidding for this contract.

**YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

T 2.1.9

MBD 5

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? \*YES / NO

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? \*YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars  
.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? \*YES / NO

3.1 If yes, furnish particulars  
.....

**4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? \*YES / NO**

**4.1 If yes, furnish particulars .....**

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**T 2.1.10 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD6.1)**

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

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

**1. GENERAL CONDITIONS**

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

- 1.2
- 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).

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

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>1.3.1.1 PRICE</b>	.....
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.17 **“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; and
- 2.18 **“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.

**3. ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

**5. Points awarded for B-BBEE Status Level of Contribution**

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number .....

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated.....  
Registered Account Number .....  
Stand Number .....

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....



9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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 audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

WITNESSES:

SIGNATURE(S)OF BIDDER(S)

1. ....

Name and Surname.....

Signature.....

DATE:.....

Capacity.....

DATE:.....

2.....

ADDRESS:.....

DATE:.....

## **MBD 6.2**

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

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

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

#### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if –

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

**2. Definitions**

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

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

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

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

5.1. If yes, provide the following particulars:

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

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

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

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

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

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

**ISSUED BY: (MHLONTLO LM):**  
 .....

NB

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

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.

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

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

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

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

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

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

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

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

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

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

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

**T 2.1.11 STATUS OF CONCERN SUBMITTING TENDER**

**1. General**

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner or a joint venture:

(Mark the appropriate option below)

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

**2. Information To Be Provided**

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act,1984, Act 69 of 1984.	CIPRO CK1 or CK2 (Copies of the founding statement) and list of members.
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61of 1973. (including Companies incorporated under Art 53 (b)).	Copies of: i) CIPRO CM 1 - Certificate of Incorporation ii) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers iii) Shareholders Certificates of all Members of the Company.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies.
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61of 1973 (including Companies incorporated under Art 21)	A signed statement of the Company’s Secretary confirming that the Company is a public Company.  Copy of CM 29
5	Sole Proprietary or a Partnership.	Copy of the Identity Document of: 1. Such Sole Proprietary, or 2. Each of the Partners in the Partnership Copy of the Partnership agreement.

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	Co-operative.	CIPRO CR2 - Copies of Company registration document. (The percentage of work to be done by each partner must clearly be indicated on Form RDB1 (or RDB2 as applicable) of the tender document: MBD6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2001).
7	Joint Venture.	All the documents (as described above) as applicable to each partner in the JV as well as a copy of the Joint Venture agreement. (The percentage of work to be done by each partner of the joint venture must clearly be indicated in the Joint Venture Agreement).

**Note:**

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court, wherein trustees have been duly appointed and authorised, must be provided.
2. Include a copy of the Certificate of Change of Name (CM9) if applicable.

**3. Registered For Vat Purposes In Terms Of The Value-Added Tax Act, (Act No. 89 of 1991)**

(Make an X in the appropriate space below)

Yes


No

REGISTRATION NO: .....

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....



**T 2.1.12 PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (IN THE APPLICABLE CATEGORY OR  
HIGHER) - CIDB GRADING WITH CRS NUMBER**

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.13 COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

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

\* Insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

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

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

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

\* Insert separate page if necessary

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

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

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.14 DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT (SCM) PRACTICES - (MBD 8)**

1. This form serves as a declaration to be used by the Employer 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.
2. The tender of any Tenderer may be rejected if that Tenderer, or any of its directors have:
  - a. abused the Municipality’s / Municipal entity’s supply chain management system or been guilty of any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
3. In order to give effect to the above, this form and the questionnaire must be completed in full and signed. Failure to comply will result in the tender being disqualified.

ITEM	QUESTION	RESPONSE	
		Yes	No
4.1	<p><b>Is the Tenderer or any of its directors listed on the National Treasurer’s database as a company or persons prohibited from doing business with the public sector?</b>                      (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied)</p>	Yes	No
	If so, furnish particulars:		
4.2	<p><b>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)?</b>                      (To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)</p>	Yes	No
	If so, furnish particulars:		
4.3	<p><b>Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes	No
	If so, furnish particulars:		

4.4	<b>Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>	Yes	No
If so, furnish particulars:			
4.5	<b>Does the tenderer or any of its directors owe any Municipal rates and taxes or Municipal charges to the Municipality/Municipal entity, or to any other Municipality/Municipal entity, that is in arrears for more than three months?</b>	Yes	No
If so, furnish particulars:			

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.15 DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(3) of the CONSTRUCTION REGULATIONS, 2014 (hereinafter referred to as the Regulations), promulgated on 07 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

- 3. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

- 4. Indicate which approach shall be employed to achieve compliance with the Regulations. (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	
.....	

- 5. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

- 6. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

7. List potential key risks identified and measures for addressing risks:

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

8. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.16 CERTIFICATE OF INDEPENDENT BID DETERMINATION - (MBD9)**

**MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



**MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

**T 2.1.17 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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

Attach additional pages if more space is required.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.18 PROPOSED AMENDMENTS**

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

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.19 SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER FOR PRIVATE CLIENTS OR ORGANS OF STATE**

Tenderers must furnish hereunder details of similar works/service, which they have satisfactorily completed in the past. The information shall include a description of the Works, the Contract value and name of Employer.

<b>PREVIOUS AND/OR CURRENT PROJECTS UNDERTAKEN</b>				
<b>EMPLOYER</b>	<b>NATURE OF WORK</b>	<b>VALUE OF WORK</b>	<b>DURATION AND COMPLETION DATE</b>	<b>EMPLOYER CONTACT NO.</b>

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.20 SCHEDULE OF PLANT AND EQUIPMENT AVAILABLE FOR THE CONTRACT**

The Tenderer must state below what construction plant of his own will be available to the project. Failure to complete this schedule will be taken to indicate that Tenderer does not have access to adequate plant and equipment.

ITEM	DESCRIPTION/SIZE/CAPACITY	QUANTITY (No)
TLB		
WATER BOWSER (9000L or LARGER)		
GRID ROLLER AND SMOOTH ROLLER OR SELF-PROPELLED VIBRATORY PAD-FOOT ROLLER (15T)		
GRADER		
EXCAVATOR		
TIPPER TRUCKS		
4x4 or 2x4 BAKKIES		
EXCAVATOR & MOBILE CRANE		
<b>OTHER:</b>		
1.		
2.		
3.		

Equipment not owned by the Tenderer must be qualified as hire, on loan, etc.

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

**T 2.1.21 SCHEDULE OF PROPOSED SUBCONTRACTORS**

**APPOINTED SERVICE PROVIDERS MAY BE REQUESTED TO SUB-CONTRACT A CERTAIN AND AGREED PERCENTAGE OF WORKS TO CIDB REGISTERED LOCAL CONTRACTORS AND TARGETED GROUPS IN LINE WITH THE MUNICIPALITY'S CONTRACTOR DEVELOPMENT TARGETS AND PREFERENTIAL PROCUREMENT REGULATIONS 2017 RESPECTIVELY.**

**LOCAL SUBCONTRACTORS**

- a) By bidding on this bid, the bidder commits themselves to allocate a maximum of 30% of the work to EME OR QSE contractors.
- b) The bidder must submit a letter that indicates the percentage of work that will be allocated to EME OR QSE. This letter will serve as confirmation that the bidder commits themselves to allocate percentage of work to EME or QSE and will further be used for pre-compliance for evaluation process
- c) Bidders should note that a report should be submitted with each invoice, signed by the EME OR QSE contractor and MLM project representative, indicating the work performed by the EME OR QSE related to that particular invoice.
- d) Bidders that are categorised as EME OR QSE according to their B-BBEE status will be awarded full points for this criterion.
  - i) A tender subcontracting a maximum of 30% to –
  - ii) An EME or QSE which is at least 51% owned by black people.
  - iii) An EME or SQE which is at least 51% owned by black people who are youth.
  - iv) An EME or QSE which is at least 51% owned by black people who are women.
  - v) An EME or QSE which is at least 51% owned by black people with disabilities.
  - vi) A cooperative which is at least 51% owned by black.
  - vii) An EME or QSE which is 51% is at least owned by black people who are military veterans.
  - viii) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

The EME and QSE can be sourced from the MHLONTLO Local Municipality Database of Local SMME Contractors.

The Bidder hereby certifies that the Letter for work to be allocated to EME or QSE as required by the Bid, has been submitted and is attached after this page

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

## **T2.2 Returnable Documents**

- 2. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES  
CONTINUED (Failure to submit these applicable documents will/may result in the tender offer being disqualified from further consideration).**



- This form will be verified, please also Attach Appointment letter and Completion Certificates

<b>ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE</b>					
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)					
Name of Bidder					
Contract/Tender Number (if applicable)					
Value of Contract					
Date of Commencement					
Contract Duration					
Contract Completion Date					
<b>Your assessment of the Contractor's performance in the following areas:</b> Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
<b>COMMENTS:</b>					
Name of Person Completing this Assessment Form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					
<b>OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE</b>					

<b>ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE</b>								
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)								
Name of Bidder								
Contract/Tender Number (if applicable)								
Value of Contract								
Date of Commencement								
Contract Duration								
Contract Completion Date								
<b>Your assessment of the Contractor's performance in the following areas:</b> Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent				1	2	3	4	5
Turn-around times								
Quality of feedback								
Accessibility and availability								
Reliability								
Customer satisfaction								
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent								
<b>COMMENTS:</b>								
Name of Person Completing this Assessment Form								
Representing Firm								
Telephone Number								
Email Address								
Date of Assessment								
OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE								

<b>ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE</b>					
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)					
Name of Bidder					
Contract/Tender Number (if applicable)					
Value of Contract					
Date of Commencement					
Contract Duration					
Contract Completion Date					
<b>Your assessment of the Contractor's performance in the following areas:</b> Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
<b>COMMENTS:</b>					
Name of Person Completing this Assessment Form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					
<b>OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE</b>					

<b>ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE</b>						
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)						
Name of Bidder						
Contract/Tender Number (if applicable)						
Value of Contract						
Date of Commencement						
Contract Duration						
Contract Completion Date						
<b>Your assessment of the Contractor's performance in the following areas:</b> Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Turn-around times						
Quality of feedback						
Accessibility and availability						
Reliability						
Customer satisfaction						
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent						
<b>COMMENTS:</b>						
Name of Person Completing this Assessment Form						
Representing Firm						
Telephone Number						
Email Address						
Date of Assessment						
<b>OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE</b>						

<b>ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE</b>					
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)					
Name of Bidder					
Contract/Tender Number (if applicable)					
Value of Contract					
Date of Commencement					
Contract Duration					
Contract Completion Date					
<b>Your assessment of the Contractor's performance in the following areas:</b> Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent			<b>1</b>	<b>2</b>	<b>3</b>
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
COMMENTS:					
Name of Person Completing this Assessment Form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					
OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE					

<b>ASSESSMENT OF BIDDER FORM: ASSESSMENT OF BIDDER'S PERFORMANCE BY INDEPENDENT REFERENCE</b>					
(This must be sent by the bidder to the references listed in the Experience of Tenderer schedule. All assessment forms must be attached with the tender submission.)					
Name of Bidder					
Contract/Tender Number (if applicable)					
Value of Contract					
Date of Commencement					
Contract Duration					
Contract Completion Date					
<b>Your assessment of the Contractor's performance in the following areas:</b> Please tick one of the blocks on the right hand side. 1 = Poor; 5 = Excellent		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Turn-around times					
Quality of feedback					
Accessibility and availability					
Reliability					
Customer satisfaction					
1 = Poor; 2 = Unsatisfactory; 3 = Average; 4 = Good; 5 = Excellent					
<b>COMMENTS:</b>					
Name of Person Completing this Assessment Form					
Representing Firm					
Telephone Number					
Email Address					
Date of Assessment					
<b>OFFICIAL COMPANY STAMP AND SIGNATURE OF DIRECTOR OR MANAGER INFRASTRUCTURE</b>					

**T2.2.1 ATTACH PROOF OF BILLING CLEARANCE CERTIFICATE OR STATEMENT OF MUNICIPAL ACCOUNTS (NOT OLDER THAN 3 MONTHS). LEASE AGREEMENT, AFFIDAFIT AND COUNCILLOR LETTER TO BE CONSIDERED IF VALID**

Signed .....

Date .....

Name .....

Position .....

Tenderer

**T 2.1.2 ATTACH PROOF OF REGISTRATION WITH (CSD) NATIONAL TREASURY CENTRAL  
SUPPLIER DATABASE & COMPLETED DATA BASE REGISTRATION FORM  
NOT CURRENTLY REGISTERED WITH MHLONTLO LOCAL MUNICIPALITY)**

**(IF**

Signed .....

Date .....

Name .....

Position .....

Tenderer



**T 2.2.3 ESTIMATED MONTHLY CASH FLOW**

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme, his tendered unit rates and submission of his Payment certificate to the Employer. The amounts for Contingencies and Contract Price Adjustment must not be included. The Tenderer must make note of any cash-flow restrictions.

Payment Certificate No.	Amount (VAT Included)					Cumulative cash flow
	a	b	a-b			
	Payments Received	Expenditure		Net cash flow		
1	None		d		j=d	
2			e		k=j+e	
3			f		l=k+f	
4			g		m=l+g	
5			h		n=m+h	
6			etc		etc	
7						
8						
9						
10						
11						
12						
13						
etc						
<p><b>Maximum negative cash flow: take the largest negative number in the last column and write it here</b></p>						

From what sources will you fund the above amount (e.g. funds internally available, bank overdraft, loan, partner (his source), etc.)

.....  
 The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

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

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

Tenderer

**T2.2.4 PERSONNEL SCHEDULE TO BE ASSIGNED TO THE CONTRACT**

Tenderer to insert number of personnel he proposes employing on this contract		
Job Description	Permanent Staff	Temporary staff from local community
Contract Manager		
Site Agent		
Quantity Surveyor		
Surveyors		
General Foreman		
Foremen		
Community Officers		
Clerks		
Operators		
Bricklayers		
Learner Bricklayers		
Steel fixers		
Watchmen		
Gang Bosses		
Pipe Layers		
Labourers		
* Other		
* Other		
* Other		

\* To be filled in by Tenderer

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

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

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

Tenderer

**T 2.2.5 Quality Management System:** Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	Internal	External	Name of responsible Company /or Person (In case of Person give years' experience and qualification)
Survey: Setting out of the works and control			
Accredited Testing Laboratory			
Additional quality systems: Admin etc			

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:.....

DATE:

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. ....

2. ....

**T 2.2.6 Preliminary Program of the Works and METHOD STATEMENT**

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

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

Tenderer

**T 2.2.7 Contract Organogram for personnel to be ASSIGNED TO THE CONTRACT**

Signed .....

Date .....

Name .....

Position .....

Tenderer

**T2.2.8 Curriculum Vitae of Contracts Manager**

Signed .....

Date .....

Name .....

Position .....

Tenderer

**T2.2.9 Curriculum Vitae of Site Agent**

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

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

Tenderer

**T2.2.10 Curriculum Vitae of General Foreman**

Signed .....

Date .....

Name .....

Position .....

Tenderer



**T2.2.11 Curriculum Vitae of Health and Safety Representative**

Signed .....

Date .....

Name .....

Position .....

Tenderer

**T2.2.12 Attach Detailed Company Profile (with relevant past experience)**

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

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

Tenderer

**T2.2.13 Certified ID Copy(ies) of Director(s) (not older than 3 months)**

Signed .....

Date .....

Name .....

Position .....

Tenderer

**T2.2.14 Completed data base registration form (if not currently registered with MHLONTLO Local Municipality)**

Signed .....

Date .....

Name .....

Position .....

Tenderer

# **CONTRACT**

## **PART 1 (OF 4): AGREEMENT AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance**
- C1.2 Contract Data**
- C1.3 Form of Guarantee**
- C1.4 Health and Safety Agreement**

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

**1 OFFER**

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

**MHLONTLO LOCAL MUNICIPALITY: CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (MIG/R/EC/19100/22/24) :**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS:**

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

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

Signature(s) of authorized agents:.....

Name(s) (in block letters).....

Capacity of authorized agents: .....

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

Witness:                                      .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date:                                      .....

**2 ACCEPTANCE**

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

The terms of the contract are contained in:

Part C1 : Agreements and contract data (which includes this agreement)

Part C2 : Pricing data

Part C3 : Scope of work

Part C4 : Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable 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 deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof 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 the 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 (5) 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.

**For and on behalf of the Employer:**

Signature(s) of authorized agent(s).....

Date:.....

Name(s)

Capacity

for the **Employer:**

Witness: .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

**3 SCHEDULE OF DEVIATIONS**

**Notes:**

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

A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

- 1. Subject .....  
 Details .....
- 2. Subject .....  
 Details .....
- 3. Subject .....  
 Details .....
- 4. Subject .....  
 Details .....

By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable 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.

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

Witness:                      .....(Full name – in block letters – and signature)  
 (Name)  
 .....  
 (Signature)

Date:                      .....



**For and on behalf of the Employer:**

Signature(s) of authorized agent(s) .....

Date: .....

Name(s)

Capacity

for the **Employer:**    **Mhlontlo Local Municipality**

Witness:

..... (Full name – in block letters – and signature)

(Name)

.....  
(Signature)

Date:

.....

<b>C1.2: CONTRACT DATA (PART 1)</b>
-------------------------------------

The General Conditions of Contract for Construction Works, Third Edition, (2015) published by the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from [www.saice.org.za](http://www.saice.org.za)

Copies of these conditions of contract may be obtained on the tenderer's own cost from the SAICE telephone: 011-805 5947.

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

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is <b>06 months</b> , measured from the date of the Certificate of Completion.
2	1.1.1.14	When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, Practical Completion shall be taken as achieved on the Due Completion Date; or, if a penalty is imposed in terms of clause 15.13, on expiry of the 14 days.
3	1.1.1.15	Name of Employer is: <b>MHLONTLO LOCAL MUNICIPALITY</b>
4	1.1.1.16	The Employer's Agent is a partner/director/member of the firm
5	1.1.1.26	The pricing strategy is: <b>Re-measurement Contract</b>
6	1.2.1.2	<p><b>The Employer's address for receipt of communications and notices is:</b>  Mhlontlo Local Municipality  96 Lungile Mabindla Street, Qumbu, 5180</p> <p><b>The Employer's Agent address for receipt of communications and notices is:</b>  Uphuhliso Nohlumo (Pty) Ltd  73 BLAKEWAY, MTHATHA, 5099  Contact Person: Mr M. Ndabeni / SK Anthony  Tel: 047 531 0624, Fax: 086 546 7094  Email to: <a href="mailto:info@uphuhlisonohlumo.co.za">info@uphuhlisonohlumo.co.za</a></p>

No.	Clause	Description
7	3.1.3	<p>The Employer’s Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ol style="list-style-type: none"> <li>1. <b>New Clause 3.1.3.1</b> “For expenditure on the Contract to exceed the Contract Price”;</li> <li>2. <b>Existing Clauses:</b> <ul style="list-style-type: none"> <li>3.2.1 - Nomination of person as Engineer’s Representative.</li> <li>5.6 – Approval of the programme</li> <li>5.7.2 - Work at night as well as by day</li> <li>5.8 – Non-working times</li> <li>5.12 - Granting of extension of time excluding Clause 5.12.2.2 (Abnormal climatic conditions)</li> <li>5.13 - Reduction of penalty for delay.</li> <li>5.14.2 - The issue of a Certificate of Practical Completion.</li> <li>5.14.4 - The issue of a Certificate of Completion.</li> <li>5.16.1 - The issue of a Final Approval Certificate.</li> <li>6.3 – Variations in respect of Variations</li> <li>6.6 - Instruction to expend on Provisional and Prime Cost Sums</li> <li>6.11 - Adjustment of General Items &amp; Approval of Claims</li> <li>8.2.2.2 - Order to repair and make good damage arising from any "excepted" risk.</li> </ul> </li> </ol>
8	3.1.4	<p>The Engineer has been appointed as Employer’s Agent on this contract, in terms of Clause 5 and 6 of the CONSTRUCTION REGULATIONS, 2014 as promulgated in terms of Section 43 of the Occupational Health and Safety Act, 1993.</p>
9	3.3	<p><b><u>Add the following</u></b> new Sub-Clause <b>3.3</b>:</p> <p>The Employer may, at his sole discretion, provide technical support services to the Contractor or Sub Contractor(s).</p> <p>The technical team providing such support services will be appointed and remunerated by the Employer. In the case of EPWP Contractor Learnership Programmes, support services may be provided by the Department of Public Works. The technical team will consist of the Engineer and a person or persons acting as Training, Construction and Materials Managers or Construction Mentor, depending on the services to be provided and the scope of the functions to be executed.</p> <ol style="list-style-type: none"> <li>3.3.1 In addition to his duties and functions in terms of 3.1.1, the Engineer will co-ordinate the work of the technical team providing the support services.</li> <li>3.3.2 The Construction Manager acts as mentor to the Contractor in respect of the functions described under Labour -Intensive Construction Projects:             <ol style="list-style-type: none"> <li>i) Programming the execution of the works.</li> </ol> </li> </ol>

No.	Clause	Description
		<ul style="list-style-type: none"> <li>ii) Interpretation of drawings, specifications and related contractual matters.</li> <li>iii) Workforce structuring, employment and management.</li> <li>iv) Guidance to expedite work progress/ improve productivity.</li> <li>v) Setting out of works.</li> <li>vi) Safety measures and legislation requirements.</li> <li>vii) Materials handling.</li> <li>viii) Tools and equipment needs.</li> <li>ix) Financial matters.</li> <li>x) Training requirements.</li> <li>xi) Security aspects.</li> <li>xii) Quality control systems.</li> </ul> <p>3.3.3 The Materials Manager is responsible for the functions which are under <u>Labour - Intensive Construction Projects on the Contract</u>:</p> <ul style="list-style-type: none"> <li>i) Establishment of stores.</li> <li>ii) Determination of store administration procedures.</li> <li>iii) Determination of requirements of store staff.</li> <li>iv) Employment of store staff.</li> <li>v) Staff guidance, supervision and training.</li> <li>vi) Acquisition of materials.</li> <li>vii) Issue of materials.</li> <li>viii) Upholding of an assets register.</li> <li>ix) Insurance of assets.</li> </ul> <p>3.3.4 The main role of the Mentor is to support the Learner Contractor and to impart knowledge that will enable the Contractor to compete independently as soon as possible. The Mentor provides a wide range of support and advice functions, including but not limited to advice with regard to:</p> <ul style="list-style-type: none"> <li>(i) Finance and dealing with banks</li> <li>(ii) Business management</li> <li>(iii) Contract management</li> <li>(iv) Procurement of materials and other required services</li> <li>(v) Technical and engineering</li> <li>(vi) Construction Planning and Management</li> </ul>

No.	Clause	Description
		<p>(vii) Fulfilling of statutory and tax obligations</p> <p>(viii) Labour and human resource advice</p>
10	4.3.1	<p><b>Add the following</b> to the clause:</p> <p>“For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Engineering Sector published from time to time.</p> <p>Compliance with the National Environmental Management Act (<b>NEMA</b>), <b>Act</b> 107 of 1998.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.”</p> <p>“The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the CONSTRUCTION REGULATIONS, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993). Without limiting the Contractor’s obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan.”</p>
11	4.3.3	<p><b>Add the following</b> new clause:</p> <p>“Contractor’s Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the CONSTRUCTION REGULATIONS, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract”</p>
12	4.5	<p><b>Add the following</b> new Sub-Clauses:</p> <p>4.5.5 On the request of the Contractor, the Employer may, at his sole discretion, provide a support service to the Contractor in the giving of notices and in obtaining requisite consents, permissions and permits.</p> <p>4.5.6 On the request of the Contractor and certified by the Engineer as payable by the Contractor, the Employer may, in his sole discretion, advance funds to the Contractor in the form of a cheque in favour of the relevant institution or body, to facilitate the Contractor in complying with the provisions of this Clause.</p> <p>The Contractor shall provide proof to the Engineer of all payments effected by him. The Employer will deduct the sums advanced by the Employer and adjusted in accordance with the Contract Price Adjustment Formula or other rise-and-fall provision applicable to the Contract, from future payment certificates of the Contractor, if such sums are payable by the Contractor in the ordinary course of his business. The Employer will not advance funds in respect of cyclic sums payable by the Contractor in the ordinary course of his business.</p>

No.	Clause	Description
13	4.11.3	<p><b>Add the following</b> to Clause 4.11</p> <p>Notwithstanding the wording of this Clause, on request of the Contractor the Employer may at his sole discretion, provide trade-skills training to the Contractor's employees to improve their competency and efficiency commensurate with the requirements of the Works.</p>
14	5.3.1	<p>The documentation required before Commencement of the Works are:</p> <p>Health and Safety Plan (Refer to Clause 4.3)</p> <p>Initial Programme (Refer to Clause 5.6)</p> <p>Security (Refer to Clause 6.2)</p> <p>Insurance (Refer to Clause 8.6)</p>
15	5.3.2	<p>The Contractor is required, <b>within 14</b> days of the Commencement Date, to submit the documents listed below to the Engineer for his approval.</p> <p><b>Health and Safety Plan</b> The Contractor shall deliver his health and safety plan, in terms of Clause 5(1) of the CONSTRUCTION REGULATIONS, 2014.</p> <p><b>Initial Programme</b> The Contractor shall deliver his Initial Programme of work in term of Clause 5.6</p> <p><b>Security</b> Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to <b>ten per cent (10%)</b> of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Part C1.3 of this tender document.</p> <p><b>Insurance</b> Submit copies of receipts of registration, or payment for the premiums for the following insurances, as required by the new Clause 8.6 in this Contact Data.</p> <p>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended</p> <p>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</p> <p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p> <p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third-Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p>

No.	Clause	Description
		These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have affected such insurance.
16	5.4.2	The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.
17	5.8.1	Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours". Normal working hours shall be those as stated in the applicable Sectoral Determination applicable to a 5 (five) day week Non-working days are Saturdays and Sundays and special non-working days are public holidays and official builder's holidays.
18	5.8.1.5	Add the following additional Clause to Clause 5.8 "The cost of supervision by the Engineer or his representatives outside of normal (Monday to Friday) working hours in accordance with this Clause, shall be to the Contractor's account".
19	5.12.2.2	<p>Add to Clause 5.12.2.2:</p> <p>The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:</p> <ul style="list-style-type: none"> <li>• 3 working days per month for the months of May to October</li> <li>• 2 working days per month for the months of November to April</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the works, then he must notify the Engineer in writing. The submission shall be made within five calendar days of the resumption of work. The Engineer shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extensions of time granted.</p>
20	5.12.5	<p><b>Add the following</b> to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p> <p>A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Engineer rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.</p>
21	5.13.1	The penalty for failing to complete the Works is R 1500 per day.
22	5.16.3	The latent defect period is 10 years.

No.	Clause	Description
23	5.14.5.5	Delete Clause 5.14.5.5 and replace with: Insurance of the works shall continue until the expiration of the Defects Liability Period, in terms of the new Clause 8.6 contained in this Contract Data.
24	6.2.1	Submit a guarantee of an Insurance Company or Bank to be jointly and severally bound with the Contractor for an amount equal to <b>ten per cent (10%)</b> of the Contract Price. The wording of the Guarantee shall be identical to the pro forma provided in Section C1.3 of the Contract Data. A Retention Money Guarantee is not permitted.
25	6.8.2	<b>No Contract Price Adjustment</b> Schedule will be applicable since it is a short contract.
26	6.8.3	Price adjustments for variations in the costs of special materials are allowed. Refer Contract Data (Part 2).
27	6.10.1.5	The percentage advance on materials on site not yet built into the Permanent Works is 80%.
28	6.10.3	The limit of retention is 10% of the Contract amount. When a defect liability period expires, half of the retention money shall be paid to the contractor when practical completion is issued. The other half shall be paid to the contractor when defect liability period expires.
29	6.10.4	<b>Replace</b> the wordings "within 7 days" and "within 28 days" in Clause 6.10.4 with the wording "within 5 working days: and "within 30 days".
30	6.10.6.2	<b>Replace</b> Clause 6.10.6.2 with the following new Clause 6.10.6.2:  6.10.6.2 No interest shall be payable to the Contractor upon any moneys retained or overdue in terms of the Contract.
31	8.6 8.6.1	<p><b>Delete Clause 8.6. and replace with the following:</b></p> <p>Notwithstanding the provisions contained in the General Conditions of Contract regarding insurance, and without limiting the obligations, liabilities and responsibilities of the Contractor in any way whatsoever and on the understanding that the Contractor is not relieved from his obligations towards the Employer regarding the provision (by the Contractor) of any other insurances, the Employer shall effect and maintain for the duration of the Contract until the expiry of the Defects Liability Period, including initial transit to the Contract site</p> <p style="padding-left: 40px;">⇒ Contract Works Insurance (including SASRIA Insurance) and</p> <p style="padding-left: 40px;">⇒ Public Liability (Third Party) Insurance</p> <p>both in the joint names of the Employer and the Contractor (including all Sub-Contractors whether nominated or otherwise), and those on whose behalf the Employer has authority to arrange insurance. The Contractor shall pay for all deductibles incurred as a result of claims made under the Contract.</p> <p>The Policy will be subject to the normal Terms, Exceptions and Conditions applicable to such insurance and will provide the following cover:</p> <p><b>Section 1 – The Contract Works</b></p> <p>(a) The Contract Works to be undertaken in terms of the Insured Contract, including all temporary works erected or in the course of erection and all materials for incorporation therein.</p> <p>“Temporary Works” shall mean all constructional aids, equipment or structures (not being part of the permanent works) used or intended for use on the Insured Contract and which</p> <p>(i) do not comprise mobile plant,</p> <p>(ii) the Insured does not intend to remove from the Contract Site on completion of the Contract, and/or</p>



No.	Clause	Description
		<p>(iii) have no residual value at the completion of the Contract (other than scrap value) solely due to their specialized nature, to the extent that the value has been included in the Contract price.</p> <p>(b) Surrounding property (as defined in the Policy) not included in nor forming part of the property insured under Item 1 above.</p> <p><b><u>Section 2 – Contract Liability</u></b></p> <p>Indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract.</p> <p><b>THE SUMS INSURED/LIMIT OF LIABILITY</b></p> <p><b>SECTION 1 – CONTRACT WORKS</b></p> <p>(a) Property insured under Section 1(a) The Contract Works</p> <p>The Agreed and Accepted Contract Value (subject to a maximum of R100M) in respect of any one Contract plus a maximum of 25% escalation, unless the Insurers' agreement to amend these limits is obtained in writing.</p> <p>(b) Property insured under Section 1(b) Surrounding Property</p> <p>R2,500,000 each and every loss</p> <p><b>SECTION 2 - CONTRACT LIABILITY</b></p> <p>Limit of Indemnity R20,000,000 (Twenty Million Rand) for any one occurrence or series of occurrences arising out of one event.</p> <p><b>EXCLUDED CONTRACTS</b></p> <p>The following Contracts are specifically excluded from the “blanket” cover arranged by the Employer, and insurance cover will not be arranged by the Employer. The Employer shall arrange with the Insurer for specific insurance cover for these contracts, and shall confirm such arrangement and all specific Terms &amp; Conditions of such policy with the Contractor in writing.</p> <ol style="list-style-type: none"> <li>1. Any Contract with a Contract Price at award of over R100,000,000</li> <li>2. Any Contract with a construction period at award exceeding 24 months</li> <li>3. Any Contract with a Maintenance or Defects Liability Period exceeding 12 months</li> </ol> <p>Any Contract involving</p> <ol style="list-style-type: none"> <li>4.1 Underground Mine or Colliery Working'</li> <li>4.2 Tunnelling</li> <li>4.3 Foul Berthing</li> <li>4.4 Stevedoring Work</li> <li>4.5 “Wet” work at or about or connected with dams, docks, harbours, piers, breakwaters or otherwise involving construction in water.</li> </ol> <p><b>THE DEDUCTIBLES</b></p> <p>The first amount payable by the Insured in respect of each and every occurrence giving rise to a claim under the Policy shall be as follows:</p>

No.	Clause	Description																																
		<table border="1" data-bbox="411 224 1540 1339"> <thead> <tr> <th data-bbox="411 224 1173 280">Description</th> <th data-bbox="1173 224 1540 280">Excess</th> </tr> </thead> <tbody> <tr> <td data-bbox="411 280 1173 380"><b>THE CONTRACT WORKS (including surrounding property)</b></td> <td data-bbox="1173 280 1540 380"></td> </tr> <tr> <td data-bbox="411 380 1173 448">STANDARD BUILDING CONTRACTS</td> <td data-bbox="1173 380 1540 448"></td> </tr> <tr> <td data-bbox="411 448 1173 504">Contract up to value of R10 million</td> <td data-bbox="1173 448 1540 504">R10 000</td> </tr> <tr> <td data-bbox="411 504 1173 560">Contract value above R10 million to R25 million</td> <td data-bbox="1173 504 1540 560">R15 000</td> </tr> <tr> <td data-bbox="411 560 1173 616">Contract value above R25 million</td> <td data-bbox="1173 560 1540 616">R25 000</td> </tr> <tr> <td data-bbox="411 616 1173 672"></td> <td data-bbox="1173 616 1540 672"></td> </tr> <tr> <td data-bbox="411 672 1173 739">CIVIL &amp; ALL OTHER CONTRACTS</td> <td data-bbox="1173 672 1540 739"></td> </tr> <tr> <td data-bbox="411 739 1173 795">Contract value up to R1 million</td> <td data-bbox="1173 739 1540 795">R10 000</td> </tr> <tr> <td data-bbox="411 795 1173 851">Contract value above R1 million up to R5 million</td> <td data-bbox="1173 795 1540 851">1 % of claim, minimum R20 000</td> </tr> <tr> <td data-bbox="411 851 1173 907">Contract value above R5 million</td> <td data-bbox="1173 851 1540 907">1 % of claim, minimum R50 000</td> </tr> <tr> <td data-bbox="411 907 1173 963"></td> <td data-bbox="1173 907 1540 963"></td> </tr> <tr> <td data-bbox="411 963 1173 1019"><b>CONTRACT LIABILITY</b></td> <td data-bbox="1173 963 1540 1019"></td> </tr> <tr> <td data-bbox="411 1019 1173 1075">In respect of Fire</td> <td data-bbox="1173 1019 1540 1075">R25 000</td> </tr> <tr> <td data-bbox="411 1075 1173 1131">In respect of underground services</td> <td data-bbox="1173 1075 1540 1131">R25 000</td> </tr> <tr> <td data-bbox="411 1131 1173 1187">In respect of all other losses</td> <td data-bbox="1173 1131 1540 1187">R12 500</td> </tr> </tbody> </table>	Description	Excess	<b>THE CONTRACT WORKS (including surrounding property)</b>		STANDARD BUILDING CONTRACTS		Contract up to value of R10 million	R10 000	Contract value above R10 million to R25 million	R15 000	Contract value above R25 million	R25 000			CIVIL & ALL OTHER CONTRACTS		Contract value up to R1 million	R10 000	Contract value above R1 million up to R5 million	1 % of claim, minimum R20 000	Contract value above R5 million	1 % of claim, minimum R50 000			<b>CONTRACT LIABILITY</b>		In respect of Fire	R25 000	In respect of underground services	R25 000	In respect of all other losses	R12 500
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	8.6.2	The Employer will pay all premiums in connection with the insurance effected by the Employer.																																
	8.6.3	<p>In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor or sub-Contractor shall</p> <p>(a) in addition to any statutory requirement or other requirements contained in the Conditions of Contract, immediately notify the Employer's Insurance Brokers by telephone or in writing giving the circumstances, nature and an estimate of the loss or damage;</p> <p>(b) complete a Claims Advice Form available from the Insurance Brokers to whom the form shall be returned without delay – a copy shall be sent to the Engineer;</p> <p>(c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers, subject to the settlement being approved by the Employer.</p> <p>The Employer and Insurers shall have the right to make all and any enquiries, either on the site or elsewhere, as to the cause and results of any such occurrence and the Contractor shall give full facilities for carrying out such enquiries.</p> <p>Any amount which becomes payable as a result of a claim by the Contractor under the</p>																																

No.	Clause	Description
		<p>insurance effected by the Employer shall be paid net of the deductibles to the Employer, who shall pay the said amount to the Contractor upon rectification, repair or reinstatement of the loss or damage, but this provision shall not in any way affect the Contractor's obligations, liabilities and responsibilities in terms of the Contract.</p> <p>Submission of a Tender shall be deemed as acceptance by the Contractor that he is satisfied with the scope of the insurances effected by the Employer.</p> <p>The Contractor and/or Sub-Contractor shall provide, as a minimum, the following:</p>
	8.6.4	<p>(a) Proof of registration with the Department of Labour as an employer, in terms of the Compensation for Occupational Injuries and Diseases Act 1993, as amended.</p> <p>(b) Common Law Liability Insurance for the duration of the Contract Period and with a minimum Limit of Indemnity of not less than R1 000 000 for any one accident;</p>
	8.6.5	<p>(c) Insurance on an All Risks basis for construction plant, equipment and other things (except those intended to incorporation into the works) brought onto the site to the full value of such construction plant, equipment and other things;</p>
	8.6.6	<p>(d) Motor Vehicle Liability Insurance, comprising a minimum of Balance of Third Party motor risks, including Passenger Liability, subject to a minimum limit of R2,5 million;</p> <p>(e) Where the Contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the site, the Contractor shall satisfy the employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication, then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>(f) Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the site are to be insured by the Contractor up to the commencement of transit to site of the assembled or finished equipment, component parts or materials, unless special arrangements are made with the Employer.</p> <p>These insurances shall be maintained in force for the duration of the Contract, including any Defects Liability Period and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurance.</p> <p>The Contractor may effect, at his own cost, any insurance additional to that effected by the Employer which he deems necessary in his own interests. The Employer reserves the right to call for full information regarding such insurances.</p> <p>The insurances to be provided by the Contractor and Sub-Contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, if required by the employer, produce to the employer the Policy or Policies of insurance and the receipts for payment of the current premiums.</p>
	8.6.7	<p>If the Contractor fails to effect and keep in force the insurances referred to, then the employer may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and, from time to time, deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.</p>
	8.6.8	<p>where the Contractor is responsible for the appointment of Sub-Contractors, then the Contractor shall</p> <p>(a) ensure that potential and appointed Sub-Contractors are aware of the whole content of this Special Conditions of Contract Clause; and</p>
	8.6.9	

No.	Clause	Description
		<p>(b) ensure the compliance of Sub-Contractors with this Special Conditions of Contract clause, where applicable.</p> <p>The Contractor warrants that he shall give all notices and shall observe all the Terms and Conditions and requirements of all insurances applicable to this Contract.</p>
32	9.1.4	<p>Replace Clause 9.1.4 with the following:</p> <p>Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <ol style="list-style-type: none"> <li>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Engineer, and</li> <li>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Engineer. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</li> <li>c) Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Engineer will decide after consulting the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</li> </ol> <p>No payment will be made in terms of this Clause after the expiry of the due completion date.</p>
33	10.3.2	Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
34	10.5.1	Dispute resolution shall be by ad-hoc adjudication
35	10.5.3	The number of Adjudication Board Members to be appointed is one (1).
36	10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.

**C1.2: CONTRACT DATA (PART 2)**

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

No.	Clause	Description												
1	1.1.1.9  1.2.1.2	The Contractor is: .....  The Contractor's address for receipt of communications and notices is : Telephone: ..... Facsimile: .....  Address (Postal) : ..... Address (Physical) : ..... ..... .....												
2	5.12.1	The Works shall be completed in .....weeks.												
3	6.8.3	The contractor is to list below any special materials on which any increase or decrease in price must be considered separately from the Contract Price Adjustment formula:  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Type of Material</th> <th style="width: 20%;">Unit</th> <th style="width: 30%;">Rate or Price</th> </tr> </thead> <tbody> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Type of Material	Unit	Rate or Price	.....	.....	.....	.....	.....	.....	.....	.....	.....
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**C1.3: FORM OF GUARANTEE**

**PERFORMANCE GUARANTEE**

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

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address:

.....

“Employer” means: .....

“Contractor” means: .....

“Employer’s Agent” means:

.....

“Works” means: .....

“Site” means: .....

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

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words: .....

“Guaranteed Sum” means: The maximum aggregate amount of R .....

Amount in words: .....

“Expiry Date”: This Performance Guarantee shall have no expiry date, refer to Clause 2 underneath.

**CONTRACT DETAILS**

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

## PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date of issue by the Employer's Agent of the Certificate of Completion of the Works or the date of payment in full of the guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employer's Agent and/or the Employer shall inform the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
  - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
4. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum of the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
5. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall not bear (zero percent) interest.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable. The original of this Guarantee shall be returned to the Guarantor upon the Issue of the Certificate of Completion of the Works by the Employer's Agent.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

15. Signed at.....Date .....

Guarantor's signatory (1) .....Capacity.....

Guarantor's signatory (2) .....Capacity .....

Witness signatory (1) .....Witness signatory (2) .....



**C1.4: HEALTH AND SAFETY AGREEMENT**

**ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY  
ACT, 1993 BETWEEN**

**MHLONTLO LOCAL MUNICIPALITY**  
(Hereinafter referred to as the "EMPLOYER")

AND

Herein represented by ..... in his/her capacity as ..... duly

authorised by virtue of a resolution dated .....

Attached hereto Annexure A, of the said ..... (herein after referred to as the "CONTRACTOR")

.....  
**WHEREAS** the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an  
agreement in respect of .....

.....  
Contract number .....

**AND WHEREAS** section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993,  
hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

**AND WHEREAS** the parties have agreed to enter into an agreement in terms of section 37(2) of the  
ACT.

**NOW THEREFORE** the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, complaint or criminal charge which may arise as a consequence of the

provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Signature(s) of authorized agents:.....

Name(s) (in block letters) .....

Capacity of authorized agents: .....

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

Witness: .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

**For and on behalf of the Employer:**

Signature(s) of authorized agent(s) ..... Date:.....

Name(s)

Capacity

for the **Employer:**

(Name and address of organization)

Witness: .....(Full name – in block letters – and signature)  
(Name)

.....  
(Signature)

Date: .....

<b>CONTRACT PART 2 (OF 4): PRICING DATA</b>
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- C2.1          Pricing Instructions**
- C2.2          Bill of Quantities**
- C2.3          Summary Page for Bill of Quantities**

## C2.1 : PRICING INSTRUCTIONS

### C2.1.1 PREAMBLE TO THE BILL OF QUANTITIES

- C2.1.1.1 The method of measurement published by the South African Bureau of Standards in Clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
- C2.1.1.2 Descriptions in the Schedule/Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule/Bill, the requirements of the Standardised or Scope of Work, as applicable, shall prevail.
- C2.1.1.3 The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.
- C2.1.1.4 Unless otherwise stated, items are measured nett in accordance with the drawings, and no allowance is made for waste. The Schedule has to be completed in black non-erasable ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.
- C2.1.1.5 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.1.6 The prices and rates to be inserted in the Schedule/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.1.7 A price or rate is to be entered against each item in the Schedule/Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- C2.1.1.8 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- C2.1.1.9 All prices or rates inserted in the Bill of Quantities shall be EXCLUDING VAT. Provision has been made on the Summary Page, of the Bill of Quantities, for the addition of VAT.
- C2.1.1.10 Arithmetical errors of responsive tenders will be corrected in the following manner:
- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.

- In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

C2.1.1.11 The units of measurement described in the Schedule/Bill of Quantities are metric units. Abbreviations used in the Schedule/Bill of Quantities are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	MegaNewton
m <sup>3</sup>	=	cubic metre	MN.m	=	MegaNewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt

C2.1.1.12 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities as may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

C2.1.1.13 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

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

**CORRECTION OF ENTRIES MADE BY TENDERER**

*Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.*

**C2.2: BILL OF QUANTITIES**

AS PER SABS 1200 & SABS 0120

MHLONTLO LOCAL MUNICIPALITY							
BID NO:							
CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)							
BILL OF QUANTITIES (Re-measurement Contract)							
SEPTEMBER 2022							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION A: PRELIMINARY AND GENERAL</b>							
A1	8.3.		FIXED CHARGE ITEMS				
A1.1	8.3.1		Contractual requirements	Sum	1		
	8.3.2		Establish facilities on the site:				
	8.3.2.1		Facilities for Engineer				
A1.2			(a)Telephone	Sum	1		
A1.3			(b)Survey equipment	Sum	1		
	8.3.2.2		Facilities for Contractor				
A1.4			(a)Provide all required facilities incl site establishment	Sum	1		
A1.5	8.3.3		(b) Other fixed-charge obligations	Sum	1		
A1.6	MOS		Remove Contractor's Site establishment on completion	Sum	1		
A2	8.4		TIME-RELATED ITEMS				
A2.1	8.4.1		Contractual requirements	Sum	1		
	8.4.2		Operate and maintain facilities on site				
	8.4.2.1		Facilities for Engineer				
A2.2			(a) Telephone	Sum	1		
A2.3			(b) Survey equipment	Sum	1		
A2.4			(c) Trained survey Assistants	No	2		
	8.4.2.2		Facilities for Contractor				
A2.5			(a) All required facilities	Sum	8		
A2.6	8.4.3		Supervision	Sum	8		
A2.7	8.4.4		Company and head office overhead costs	Sum	8		
A2.8	8.4.5						
A3	8.5		SUMS STATED PROVISIONALLY BY ENGINEER				
			<b>Provisional Sums</b>				
A3.1			Name board	Sum	1		
A3.2			Setting out and Check levelling	Sum	1		
A3.5			CLO	P.Sum	1	54,000.00	54,000.00
			PSC allowance	P.Sum	1	9,600.00	9,600.00
A3.6			Percentage adjustment on provisional sums	%			
			Accredited Training for Labours	P.Sum	1	100,000.00	100,000.00
A4	8.7		Non- Accredited Training for Psc	P.Sum	1	50,000.00	50,000.00
A4.1		LI	Labour	P.Sum	1	10,000.00	10,000.00
A4.2			Percentage adjustment on items above	%			
A4.3			Materials	P.Sum	1	40,000.00	40,000.00
A4.4			Percentage adjustment on item A4.3	%			
A4.5			Equipment	P.Sum	1	40,000.00	40,000.00
A4.6			Percentage adjustment on item A4.5	%			
			Trainee Technician allowance	P.Sum	1	25,000.00	25,000.00
			Percentage adjustment on item above	%			
A5	8.8.4		EXISTING SERVICES				
A5.1		LI	(a) Hand excavation to expose existing service (on written instruction from Engineer)	m <sup>3</sup>	20		
TOTAL CARRIED FORWARD							

TOTAL BROUGHT FORWARD							
A9	PS7.1		Provide a Health and Safety Plan incorporating Covid-19 requirements	Sum	1		
A10	PS7.2 and PSA 9,4		Fixed charges for compliance with the requirements of the OHS and Environmental Management Plan and maintainance thereof as per OH&S Act And Construction regulations 2014 including Covid-19 requirements;Hazard Identification & Risk Assessment (HIRA) CR 7 (1); Compliance to Statutory Requirements, including Monitoring & Auditing of Contractor(s); Provision for OH&S Training, Promotion & Awareness; Provision for Emergency Preparedness & Response Plan; Provision for Occupational Health and Safety Signage, Pictograms and Notices;	Sum	1		
A12	PSA8.4.7  PSA8.4.8	LI	Provide on site security	Month	8		
			Allowance for provision and maintainance of the following: Full time Construction OHS and ECO officer; Fixed charges for compliance with the requirements of the OHS and Environmental Management Plan and maintainance thereof as per OH&S Act And Construction regulations 2014 including Covid-19 requirements;Hazard Identification & Risk Assessment (HIRA) CR 7 (1); Compliance to Statutory Requirements, including Monitoring & Auditing of Contractor(s); Provision for OH&S Training, Promotion & Awareness; Provision for Emergency Preparedness & Response Plan; Provision for Occupational Health and Safety Signage, Pictograms and Notices;	Month	8		
A13			Costs Allowance for Main Contractor providing management to the EME Sub-contractor including additional costs related to the administration of SMME subcontractors	Prov.Sum	1	150,000.00	150,000.00
A14			Pay nominated Environmental Control Officer (Environmental Consultant) whom are Independent Consultants for EMP and other to OHS risk management etc	Prov.Sum	1	250,000.00	250,000.00
<b>TOTAL FOR SECTION A CARRIED TO SUMMARY</b>							<b>R</b>



<b>MHLONTLO LOCAL MUNICIPALITY</b> <b>CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)</b> <b>BILL OF QUANTITIES (Re-measurement Contract)</b> <b>SEPTEMBER 2022</b>							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
C1	SABS 1200 C		<b>SECTION C : SITE CLEARANCE</b>				
	8.2.1		CLEAR SITE				
C1.2	8.3.2		SITE CLEARANCE				
C1.3	8.3.1.2		EXCAVATION				
	8.3.1.2		Clear site, Remove topsoil to nominal depth 150mm, stockpile, and maintain next to the adjacent road side	m <sup>2</sup>	80000		
	8.3.9		Extra-over for backfill or fill material against structures	m <sup>3</sup>	500		
	8.3.10	LI	FINISHINGS Topsoiling	m <sup>2</sup>	48000		
	8.3.12		ACCOMMODATION OF TRAFFIC				
	PS .....		Traffic signs for deviation (size and type to be stated)	No.	4		
			<b>Provision of bypass (See section DM and see Subclause 1.3.3 of Section DM of Part 3 of the code)</b>	No.	1		
<b>TOTAL FOR SECTION C CARRIED TO SUMMARY</b>						<b>R</b>	

**MHLONTLO LOCAL MUNICIPALITY**  
**CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)**  
**BILL OF QUANTITIES (Re-measurement Contract)**  
**SEPTEMBER 2022**

ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>SECTION DB: PIPE TRENCHES</b>							
DB2	8.3.2a		EXCAVATION Excavate in all materials for trenches, backfill and compact, dispose of surplus or unsuitable material, for pipes up to 900 mm ø for depths (Conventional): Over and up to				
DB2.1			0,0 m 1,5 m	m <sup>3</sup>	107		
DB2.2			1,5 m 2,5 m	m <sup>3</sup>			Rate Only
DB2.3			2,5 m 3,5 m	m <sup>3</sup>			Rate Only
	PSDB8.3.2b		Extra-over item DB1.1 to DB1.3 including for excavation (prov) in (Conventional):				
DB2.4			(a) Intermediate material	m <sup>3</sup>			Rate Only
DB2.5			(b) Hard rock material	m <sup>3</sup>			Rate Only
DB2.6	MOS	LI	Excavate unsuitable material from trench bottom and dispose of it :	m <sup>3</sup>	32		
DB2.7	8.3.2.d	LI	Extra-over item DB1.1 to DB1.3 for hand excavation backfilling and compaction for pipe trenches where damage to existing services may occur including disposal of surplus material (only on Engineer's instruction)	m <sup>3</sup>			Rate Only
DB3	8.3.3 8.3.3.1a		EXCAVATION ANCILLARIES Imported backfill materials from trench excavation or stockpiles site:				
DB3.1			Acquire, deliver, place and compact imported selected backfill to fill over-excavation under pipe bedding where unsuitable material under items DB1.6 is removed	m <sup>3</sup>	21		
DB3.2	8.3.3.3		Compaction in road reserve to 93% Mod AASHTO where ordered by the Engineer	m <sup>3</sup>			Rate Only
<b>TOTAL FOR SECTION DB CARRIED TO SUMMARY</b>							<b>R</b>

<b>MHLONTLO LOCAL MUNICIPALITY</b> <b>CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)</b> <b>BILL OF QUANTITIES (Re-measurement Contract)</b> <b>SEPTEMBER 2022</b>							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
DK1	<b>SABS 1200DK</b>		<b>SECTION DK: GABIONS AND PITCHING</b>				
DK1.1	8.2.1	LI	GABIONS a) Surface preparation for bedding of gabions by means of filling cavities with approved excavated material or rock	m <sup>2</sup>	80		
km	8.2.2	LI	b) Construct gabion wall using 2m x 1m x 1m galvanize gabion boxes	m <sup>3</sup>	284		
DK1.3		LI	c) Construct reno-mattress channel according to detail Type 1 as shown on the drawing NLM/BTN/Lay1, complete with earthworks (excavation and shaping) and foundation preparation (ripping and compacting)	m <sup>3</sup>			Rate Only
DK1.4		LI	d) Construct reno-mattress channel according to detail Type 2 as shown on drawing NLM/BTN/Lay1, complete with earthworks (excavation and shaping) and foundation preparation (ripping and compacting)	m			Rate Only
DK2			<b>GEOTEXTILES</b>				
DK2.1		LI	a) Supply and install Bidim A5 or similar approved for gabion backing and reno-mattress lining	m <sup>2</sup>	200		
DK3	8.2.5		<b>PITCHING</b>				
DK3.1	MOS	LI	Heavy grouted stone pitching at outlets structures , complete with earthworks and foundation preparation	m <sup>2</sup>	2000		
<b>TOTAL FOR SECTION DK CARRIED TO SUMMARY</b>						<b>R</b>	

MHLONTLO LOCAL MUNICIPALITY							
BID NO:							
CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)							
BILL OF QUANTITIES (Re-measurement Contract)							
SEPTEMBER 2022							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SABS 1200 DM</b>		<b>SECTION DM: EARTHWORKS (ROADS) SUBGRADE</b>				
DM1	PSDM8.3.3		TREATMENT OF ROADBED				
DM1.1			<b>Rip roadbed to a depth of 150mm remove oversize material and compact to 93% Mod AASHTO density</b>	m <sup>3</sup>			
DM5	8.3.7		Cut to spoil:				
DM5.1			(a) From soft material and transport spoil material to unspecified sites and dump	m <sup>3</sup>			
DM5.2			(b) From intermediate material and transport spoil material to unspecified sites and dump	m <sup>3</sup>			
DM5.3			(c) From hard material and transport spoil material to unspecified sites and dump	m <sup>3</sup>			
	MOS		Cut to fill				
			Compact to 90 % mod. AASHTO maximum density	m <sup>3</sup>			
			Rockfill, process, and compact	m <sup>3</sup>			
	8.3.4		Borrow to fill				
			Compact to 90 % mod. AASHTO maximum density	m <sup>3</sup>			
	8.3.6		Extra-over items 12.7 to 12.9 inclusive for excavating and breaking down material in:				
			Intermediate excavation	m <sup>3</sup>			
			Hard excavation	m <sup>3</sup>			
			Boulder excavation Class A	m <sup>3</sup>			
			Boulder excavation Class B	m <sup>3</sup>			
	8.3.11		Extra-over items 12.7 and 12.8 for temporary stockpiling of material	m <sup>3</sup>			
	8.3.12		Borrow pits (see Section D)				
			OVERHAUL				
			Extra-over items for hauling material in excess of the freehaul of 0,5km but not more than 1,0km	m <sup>3</sup>			
			Extra-over item 12.18.1 for hauling material in excess of the haul of 1,0 km	m <sup>3</sup> .km			
	8.3.16		GRAVEL SURFACING				
			Gravel surface layer with material form borrow pit	m <sup>3</sup>			
<b>TOTAL FOR SECTION DM CARRIED FORWARD TO SUMMARY</b>							

MHLONTLO LOCAL MUNICIPALITY							
BID NO:							
CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)							
BILL OF QUANTITIES (Re-measurement Contract)							
SEPTEMBER 2022							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
			<b>CONCRETE (STRUCTURAL)</b>				
	<b>SABS 1200 G</b>		<b>Culvert Crossing: 2400x1800X75s</b>				
			Excavation and backfilling	m <sup>3</sup>			Rate only
			Supply of materials, handling, transportation, preparations, installation, labour, testing and mark up of portal rectangular culvert (2400mmx1800mmx75s).	No			Rate only
1			Supply of materials, handling, transportation, preparations, installation, labour, testing and mark up of Reinforced concrete for floor (30Mpa)	m <sup>3</sup>			Rate only
2		LI	Supply of materials, handling, transportation, p	m <sup>3</sup>			Rate only
3		LI	Formwork	m <sup>2</sup>			Rate only
4		LI	Steel bars: (a) High Tensile steel	t			Rate only
5			Supply of materials, handling, transportation, preparations, installation, labour, testing and mark up of Wingwalls (Reinforced concrete): 30 Mpa	m <sup>3</sup>			Rate only
			<b>CONCRETE PAVEMENTS</b>				
6		LI	Excavation and backfilling	m <sup>3</sup>			Rate only
7		LI	Geocells: 100mm high Kaytech Multicell Geocell geosynthetic, laminated, polypropylene, slitfilm woven tape for 5m road width	m <sup>2</sup>	3,250		
8		LI	100mm high rough Formwork to sides of the road	m <sup>2</sup>	195		
9		LI	Concrete Pavement 19/25Mpa thick concrete into geocells and edge thickning	m <sup>3</sup>	488		
10		LI	Surface finish and curing (Hard-broom finish perpendicular to road length)	m <sup>2</sup>	3250		
<b>TOTAL FOR SECTION DM CARRIED FORWARD TO SUMMARY</b>							<b>R</b>

**MHLONTLO LOCAL MUNICIPALITY**

**BID NO:**

**CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)**

**BILL OF QUANTITIES (Re-measurement Contract)**

**SEPTEMBER 2022**

ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SABS 1200 LB</b>		<b>SECTION LB: BEDDING FOR PIPES</b>				
LB1	8.2.1 PSLB 8.2.1		PROVISION OF BEDDING Available from trench excavation without the need for screening or Concrete pipes (Class B bed):				
LB1.1		LI	(a) Selected granular material	m <sup>3</sup>			
LB1.2		LI	(b) Selected fill material	m <sup>3</sup>			Rate Only
LB2	8.2.2		Supply of imported bedding material from:				
	8.2.2.2 & PSLB8.2.2. 3		Borrow pits or commercial sources (Provisional)				
LB2.1		LI	(a) Selected granular material	m <sup>3</sup>			Rate Only
LB2.2		LI	(b) Selected fill material	m <sup>3</sup>			Rate Only
LB2.3	MOS PSLB 8.2.6	LI	Supply and place 6-20 mm graded stone as directed by the Engineer	m <sup>3</sup>			Rate Only
<b>TOTAL FOR SECTION LB CARRIED FORWARD TO SUMMARY</b>						<b>R</b>	

MHLONTLO LOCAL MUNICIPALITY							
BID NO:							
CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)							
BILL OF QUANTITIES (Re-measurement Contract)							
SEPTEMBER 2022							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
LE1	SABS		<b>SECTION LE: STORMWATER DRAINAGE</b>				
LE1.1	1200 LE		PIPES				
LE1.3	8.2.1		Supply, handle, and lay Class 100D concrete pipes with I J joints: b) 600 mm	m	405		
LE2	8.2.7		INLETS				
LE2.1		LI	a) Construct plastered brick inlets for 600mm dia pipe culverts including earthworks and foundation preparation	P.Sum	1	243,000.00	243,000.00
LE3	MOS		OUTLETS				
LE3.1		LI	a) Construct plastered brick outlets for 600mm pipe culverts including earthworks and foundation preparation	P.Sum	1	243,000.00	243,000.00
LE3.2		LI	b) Construct sub-surface drain outlets for 160mm dia sub-surface drain complete to detail as shown on drawing NLM/BTN-SD-S003, including earthworks and foundation preparation	No	10		Rate Only
	8.2.8	LI	CONCRETE ROAD CROSSINGS Construction of Dished Concrete Road Crossings at Low Points, complete, including excavation, trimming of sides, compaction and supply, placing compaction and finishing of concrete.	m <sup>3</sup>	18.0		
<b>TOTAL FOR SECTION ME CARRIED FORWARD TO SUMMARY</b>							<b>R</b>

MHLONTLO LOCAL MUNICIPALITY							
BID NO:							
CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)							
BILL OF QUANTITIES (Re-measurement Contract)							
SEPTEMBER 2022							
ITEM NO	PAYMENT REFERS	LIC	SHORT DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SABS 1200 MM		<b>ANCILLARY ROADWORKS</b>				
	8.3.1	LI	PERMANENT TRAFFIC SIGNS Signs faces erected on timber or steel support post, painted or galvanized (as stated) background. Symbols, characters, legend, and borders in engineering grade retroreflective material with signboards. The cost must include all materials, labour, transport, markup etc including excavation for sign supports and backfilling with soilcrete and concrete; Signage foundation 600mm; signage height clearance must have minimum of 1.8m.	P.Sum	1	150,000.00	150,000.00
		LI	Mark-up cost of the above item	%	150000		
<b>TOTAL FOR SECTION C CARRIED TO SUMMARY</b>							<b>R</b>



**C2.3: SUMMARY PAGE OF BILL OF QUANTITIES**

MHLONTLO LOCAL MUNICIPALITY  
**BID NO:**  
**CONSTRUCTION OF NODALI TO MADIBA ACCESS ROAD (16KM)**  
**BILL OF QUANTITIES (Re-measurement Contract)**  
**SEPTEMBER 2022**

SECTIONS	DESCRIPTION	AMOUNT
A	PRELIMINARY AND GENERAL	
C	SITE CLEARANCE	
DB	PIPE TRENCHES	
DK	GABIONS AND PITCHING	
DM	EARTHWORKS (ROADS) SUBGRADE	
G	STRUCTURAL CONCRETE (IN-SITU BRIDGE AND CONCRETE ROAD)	
LB	BEDDING FOR PIPES	
LE	STORMWATER DRAINAGE	
MM	GUARD RAILS AND ROAD SIGNS	
	<b>SUBTOTAL 1</b>	
	<b>CONTINGENCY 10%</b>	
	<b>SUBTOTAL 2</b>	
	<b>VAT 15%</b>	
	<b>TOTAL TENDERED AMOUNT</b>	

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Capacity \_\_\_\_\_

Tenderer \_\_\_\_\_

*The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.*

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

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

Tenderer

<b>CONTRACT PART 3 (OF 4): SCOPE OF WORKS</b>		
<b>ITEM</b>		<b>PG.</b>
<b>C3.1</b>	<b>Description of The Works</b>	<b>2</b>
<b>C3.2</b>	<b>Engineering</b>	<b>4</b>
<b>C3.3</b>	<b>Procurement</b>	<b>6</b>
<b>C3.4</b>	<b>Construction</b>	<b>13</b>
<b>C3.5</b>	<b>Management</b>	<b>32</b>
<b>C3.6</b>	<b>Health and Safety Requirements</b>	<b>65</b>

### C3.1: DESCRIPTION OF THE WORKS

#### C3.1.1 EMPLOYER'S OBJECTIVES

The employer's objectives are to provide *are to deliver public infrastructure using labour-intensive methods* where possible as required by the Extended Public Works Programme to provide temporary employment opportunities to local unemployed people and to provide training or skill development to these locally employed workers.

*The works in this contract are to be executed by using both conventional and labour-intensive construction methods according to the Special Public Works Programme (SPWP).*

Labour-intensive works comprise the activities described in SANS 1921-5, *Earthworks activities which are to be performed by hand*, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

#### C3.1.2 OVERVIEW OF THE WORKS

The proposed project will help improve and promote inter-linkages between communities, hospital and promote economic development along farming lands.

This project is a results of community needs received through IDP therefore the project must be implemented to improve socio-economic conditions whilst address service delivery backlogs.

The goals of the project are to:

- a) Provide the communities with access to schools, clinics, town and other social infrastructure.
- b) Improve ride ability and safety of the road.
- c) Improve lifespan of the road (Sustainable services must be rendered to the residents).
- d) Create employment opportunities for the local communities.
- e) Create skills transfer opportunities by training local labour.

All the above goals are enshrined on the Constitution of South Africa (Act 108 of 1996).

The road structure and associated works is designed to meet minimum maintenance requirements to save an already overstretched municipality maintenance plant and labour resources.

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

The road comprises of 16km gravel road over 5m width plus storm water side drains on either side of the road and culvert structures including related erosion protection works.

- Preparatory works associated with contractual obligations, establishment and temporary works.
- Clear and Grub works
- Earthworks (Cut, fill and spoil) associated with suitable horizontal and vertical alignment for whole length including borrow pit works.
- Provision of associated storm water drainage control in side drains, pipe culverts.
- 1x existing culvert structure for minor repairs.
- 150mm roadbed preparations compacted to 93% mod AASHTO density.
- Provision of new 150mm gravel wearing course compacted to 95% mod AASHTO density.
- Partial use of concrete slabs (600m) with 200 mm thickness where needed.
- Erosion protections (stone pitched channel, gabions and reno mattresses)
- Road signage.

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

The project area falls under Ward 12 of Mhlontlo Local Municipality within ORT District Municipality (ORTDM), Eastern Cape.

The project site is located 29km North of Qumbu Town using N2 to Mt Frere Town road then into right hand side 30km towards Siphethu Hospital Road with the site central co-ordinates of 31° 8'2.67"S; 29° 7'55.03"E.

### **C3.1.5 TEMPORARY WORKS**

Site establishment, workshop, material storage area, batching area will all form temporary works will depend on the Contractor's methodology.

## C3.2 : ENGINEERING

### C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

#### Design

- The Employer is responsible for the design of the permanent Works as reflected in the Contract Documents unless otherwise stated.
- The Contractor is responsible for the design of the temporary Works and their compatibility with the permanent Works
- The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as – built drawings

### C3.2.2 EMPLOYER'S DESIGN

*Works designed by, per design stage:*

*Concept, feasibility and overall process* *Employer*

*Basic engineering and detail layout to tender stage* *Employer*

*Final design to approved for construction stage* *Employer*

*Temporary works:* *Contractor*

*Preparation of as built (marked up Engineers drawings)* *Contractor/Employer*

### C3.2.3 DESIGN BRIEF

Where the contractor is responsible for the design, a comprehensive design brief and Professional Indemnity Insurance which includes employer preferences will be required. Proven design and construction specifications and statutory requirements and technical requirements must be applied.

### C3.2.4 DRAWINGS

The drawings listed below are attached in order to give an overview of the project.

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

**Drawing No.**                      **Title**

*[State requirements for drawings to be prepared by contractor and list all drawings prepared by the employer].*

### **C3.2.5 DESIGN PROCEDURES**

Design procedures where the contractor is responsible for the design which as a minimum sets out:

- interfaces with existing structures, plant etc;
- any temporary works requirements, if any, e.g. specialized items equipment;
- design integration before and during construction;

Any Contractor's own design must be approved by the Employer and must conform to Employer's preference of record keeping and tracking of documents.

## C3.3 : PROCUREMENT

### C3.3.1 Preferential Procurement Procedures

Tenders will be evaluated in terms of the latest MHLONTLO LOCAL Municipality's Supply Chain Management.

### C3.3.2 Scope of mandatory subcontract works

The portions of the works recommended for sub-contract/s in accordance with the subcontracting procedures described in the tender advert will be agreed between the Employer and the Contractor upon appointment:

Any other work such as stormwater pipe culverts and related structures, Erosion protection works, road furniture, concrete works etc are some of recommended works that could be considered.

The provisional sums in the schedule of quantities, which will cover the estimated cost of the various Work Packages. The Contractor shall prepare subcontract bid documents which must be approved by the Employer's Agent, to be used later by the Contractor when procuring the services of SMME's.

### C3.3.3 Preferred subcontractors/suppliers

A list of approved subcontractors and suppliers may be obtained from Supply Chain and departments. *Subcontractors and suppliers shall be Black Enterprises. A black enterprise (BE) is defined as a company or economic activity that is owned by black persons and where there is substantial management control by Black People. Ownership refers to economic interest, whilst management refers to the membership of any board or similar governing body of the enterprise. The Broad-Based Black Economic Empowerment Act No. 53 of 2003, principles shall apply to BE's.*

*Enterprises shall comply with the following:*

- *Business shall be registered within the MHLONTLO Local Municipality boundaries,*
- *Owners shall reside within the MHLONTLO Local Municipality.*

### C3.3.4 Subcontracting procedures

The contractor shall advertise and call for competitive tenders in respect of each portion of the works that are required to be subcontracted in terms of the contract in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be used, with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the tenders received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation and adjudication panel shall comprise of equal representatives from the Employer and from the Contractor. The Employer requires the SMME Committee to form the Evaluation Panel.

The Contractor shall without delay award and enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

*The employer shall invite tenders for the contract using the relevant description of the work. The employer together with the contractor shall evaluate the tenders received in accordance with the Standard Conditions of Contract issued by the CIDB and the Tender Data issued to tendering subcontractors. The evaluation panel shall comprise of two representatives from the employer, and two representatives from the contractor.*

*The contractor shall without delay, enter into contract with the successful tendering subcontractor based on his tender submission.*

*The contractor shall remain responsible for providing the works as if the works had not been subcontracted.*

### C3.3.5 Attendance on subcontractors

*For example: where the Contractor will have to manage Black Owned Companies (SMME) subcontractors.*

### **C3.3.6 SUBCONTRACTING: PORTION OF WORKS RESERVED FOR SMME SUBCONTRACTORS**

This specification covers the requirements of the Employer for the use and development of SMME's as subcontractors on civil engineering projects.

#### **a. DEFINITIONS**

For the purposes of the Scope of Works, the definitions given in the General Conditions of Contract for Construction Works (2015), the Standard Specifications and the Scope of Works, together with the following additional definitions shall apply:

- i. **“Contract”** shall have the meaning assigned thereto in Clause 1.1.1.7 of the General Conditions of Contract for Construction Works (2015).
- ii. **“Contractor”** shall have the meaning assigned thereto in Clause 1.1.1.9 of the General Conditions of Contract for Construction Works (2015).
- iii. **“Main Contract”**: shall mean the contract entered into between the Employer, who is the MHLONTLO LOCAL Municipality, and the Contractor.
- iv. **“SMME Committee”**: The SMME Committee shall be selected after award of the Main Contract, and its members shall consist of:
  - The Contractor, or his representative
  - The Employer's Agent, or his representative
  - The Community Liaison Officer or an elected PSC member.
- v. **“SMME Subcontract”** shall mean the contract entered into between the Contractor and any SMME subcontractor.
- vi. **“SMME Work Package”** shall mean that portion of the Works which shall be set aside for construction by an SMME.

#### **b. PROCEDURE FOR ENGAGING SMME's ON THE PROJECT**

**The conditions of subcontract shall stipulate that the tenderer must be registered with the Construction Industry Development Board, in the relevant category, according to the estimated value of the Work Package.**

The Contractor, with assistance from the Engineer, must undertake the following tasks in appointing SMME's:

- invite tenders for selected work activities.
- together with the SMME Committee, adjudicate and award the tenders;
- sign a subcontract agreement for each Work Package with the successful SMME subcontractor;
- assist and monitor the SMME subcontractors with their work output and quality;
- issue subject to the approval of the Employer a Certification of Completion to each SMME subcontractor;

The Contractor shall ensure that SMME's are appointed timeously, so as not to delay the programme on the Main Contract in any way.

The above tasks are more fully described below:

#### **d. TENDER PROCESS FOR APPOINTING SMME's**

##### **d.1 Supply Chain Management Policy**



The Contractor shall procure the services of SMME's by following a process similar to that of the Municipality's Supply Chain Management Policy, so as to ensure fairness and equity. Tenders, of which the estimated value is below R 200 000, may be procured by obtaining three quotes. However, for work packages whose estimated value exceeds R 200 000, public tenders shall be invited. The Contractor shall invite tenders and shall be responsible for the issuing of the subcontract tender documents to prospective tenderers. The Contractor shall adjudicate the tenders with the assistance of the SMME Committee and shall enter into a subcontract agreement with the successful SMME.

All conditions of tender, as they applied to the Main Contractor on this Contract, shall apply where relevant, to the tenders for SMME subcontracts.

## **d.2 Conditions of Tender**

The conditions of the subcontract agreement shall be in accordance with the General Conditions of Contract for Construction Works (2015). The contract will also specify:

- (a) the terms and conditions relating to the recruitment, employment and remuneration of workers engaged on the contract works; and
- (b) details of any training to be provided to the temporary workforce

## **d.3 Assistance to the Tenderers**

- (a) The Contractor shall be responsible for ensuring that prospective SMME tenderers fully comprehend the following:
  - Implications of the liabilities and responsibilities inherent in the subcontract into which the tenderer proposes entering;
  - implications of the tendered rates;
  - scope and extent of the works included in the subcontract;
  - proper procedures for the submission of the tender
  - procedures and basis on which tenders will be adjudicated and the subcontract awarded.

## **d.4 Adjudication**

- (a) The Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.
- (b) All tenders received shall be evaluated by a registered professional engineer from the Engineering firm representing the Employer and the person (Contracts Manager) mandated to act and sign on behalf of the Tenderer.
- (c) The SMME Committee shall have the right to interview any Tenderer for the purpose of:
  - Clarifying any aspect of the tender;
  - Verifying the eligibility of the Tenderer;
  - Querying abnormally high or low rates and prices, and
  - Clarifying rates and prices which are not in balance with other tendered rates and prices.
- (d) The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender.

- (e) Adjudication of the tenders received will be made by the SMME Committee and an official representative from the Employer. The Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate his method of award, as may be necessary.

#### **d.5 Award of Tenders**

The Contractor must award the work to the successful SMME Tenderer whereafter a subcontract agreement will be signed between the Contractor and the successful SMME Tenderer.

#### **e ATTENDANCE ON SMME SUBCONTRACTORS**

The Contractor shall closely manage and supervise all SMME's and shall manage, guide and assist each SMME in all aspects of management, execution and completion of his subcontract. This shall typically include assistance with planning his works, sourcing and ordering of materials, labour relations, monthly measurements and invoicing procedures. etc. The extent and level of such management, guidance and assistance, to be provided by the Contractor shall be commensurate with the expertise of relevant SMME and shall be directed at enabling the SMME's to achieve the successful execution and completion of the subcontract.

A payment item shall be provided in the schedule of quantities in the Main Contract, in which the Contractor will be reimbursed on the basis of a percentage of the value of the subcontracts awarded, for his attendance on the SMME subcontractors. This amount shall allow for:

- All costs incurred for advertising and adjudicating tenders, and for assistance afforded to prospective tenderers.
- All administrative, management and supervisory functions associated with the employment of the SMME's.

The Contractor shall be required to appoint a SMME Construction Manager who will be responsible to assist SMME's as and when required. The SMME Construction Manager's duties are specified in Clause PSA 5.9 below.

#### **“PSA 5.9 SMME CONSTRUCTION MANAGER**

##### **Assistance to the SMME Subcontractors**

The Contractor shall, in addition to the requirements of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), guide, assist and mentor all eligible potential SMME's wishing to submit tenders, in the proper completion and submission of their particular tenders, including advice and guidance on how to establish rates.

The Contractor shall employ on a full-time basis, a construction manager on the Contract who will manage the SMME's and report on progress to the SMME Committee. Such Construction Manager must be adequately experienced with SMME work and the development thereof and will be subject to the approval of the Employer. The assistance rendered by the Construction Manager, shall *inter alia*:

- (i) be given at a level and to the extent which is commensurate with the expertise and resources of the SMME,
- (ii) be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the SMME;
- (iii) not be utilized by the Contractor to manipulate the rates and prices submitted, to his advantage, and
- (iv) be given in a manner which does not unfairly prejudice or favour any particular SMME.

The SMME Construction Manager will after the tendering process work with and manage the SMME Subcontractors throughout the Contract.”

**f. CONTRACTOR’S OBLIGATIONS TO SUBCONTRACTED SMME’S**

**f.1 Dispute Avoidance and Resolution Procedures**

The Contractor shall at all times:

- (a) apply the terms and conditions of the subcontract fairly and justly, taking due cognizance of the level of sophistication and experience of the particular SMME concerned.
- (b) closely manage and supervise all SMME’s and wherever feasible, give reasonable warning to SMME’s when any contravention of the terms of the subcontract has occurred or appears likely to occur. The Contractor shall whenever feasible, give the SMME’s reasonable opportunity to make good any such contravention, or to avoid such contravention and shall render all reasonable assistance to the SMME in this regard.

When taking any disciplinary actions or imposing any penalties as are provided for in the subcontract, the Contractor shall explain fully to the SMME’s that such actions are provided for in the subcontract.

If any dispute should arise between the Contractor and a SMME such dispute shall be resolved in accordance with the provisions of the subcontract.

**f.2 Quality of Work and Performance of the SMME subcontractor**

If the SMME Subcontractor, in the opinion of the Engineer, fails to comply with the criteria as listed below, the Engineer shall issue a written warning to the Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the Employer. The criteria may include, but are not limited to, the following:

- (a) Acceptable standard of works as set out in the specifications in the subcontract.
- (b) Progress in accordance with the time constraints in the subcontract.
- (c) Punctual and full payment of the workforce and suppliers.
- (d) Site safety
- (e) Accommodation of traffic.

The SMME Subcontractor shall have 21 days from the date of receipt of the letter of warning by the Contractor to address and rectify the issues raised by the Engineer, with the exception of points (d) and (e), for which the reaction time shall be 24 hours. Failure to do so, will be sufficient grounds for the Contractor to terminate the subcontract, provided that the SMME Committee is satisfied that the Contractor has made every effort to correct the performance by the SMME Subcontractor.

**g. ISSUING OF COMPLETION CERTIFICATE**

The Contractor shall, within 7 days of the completion of each subcontract completed in accordance with the provisions of this specification, issue free of charge to the SMME, a Certificate of Completion. The format, layout and appearance of certificates issued shall be agreed by the SMME Committee, provided always that they shall be respectable and presentable in accordance with the general standards of normal business practice. All certificates issued shall be co-signed by the Engineer and a senior representative of the Contractor, who has been duly authorized thereto.

The Certificate of Completion shall provide the following information:

**(a) Main Contract data:**

- (i) Contract title;
- (ii) Contractor’s full name and address;
- (iii) Employer’s Agent name and address;

(iv) Employer's name.

**(b) Subcontract data:**

- (i) SMME name and address;
- (ii) Scope or extent of the subcontract works;
- (iii) Value of the subcontract works;
- (iv) Duration of the subcontract;
- (v) Date of completion of the subcontract;
- (vi) Description of the training undergone by the SMME.

**h. CONTRACTOR'S LIABILITY**

**h.1** No provision or requirement set out in this specification shall be deemed to relieve the Contractor of any liability or obligation under the contract, and in accordance with the provisions of Clause 4.4 of the General Conditions of Contract for Construction Works (2015), the Contractor shall be fully liable for the acts, defaults and neglects of any SMME's, his agents or employees, as fully as if they were the acts, defaults and neglects of the Contractor, his agents or employees.

**i. MEASUREMENT AND PAYMENT**

Under the work packages set aside for SMME's, the SMME shall be responsible for all labour, plant, equipment, tools and any other incidentals that may be required to carry out the works in accordance with the specifications.  
The Main Contractor shall supervise and manage the SMME work at all times in order to ensure compliance with the specifications and drawings.

.....

**C3.4 : CONSTRUCTION**

**C3.4.1 Applicable SANS 2001 or SANS 1200 standards for construction works**

*State the number title, part and edition of the standard(s) for construction works applicable to the contract and all associated specification data*

**C3.4.2 Applicable national and international standards**

*[List all applicable national and international standards and all values pertaining to specific attributes relating thereto].*

**C3.4.3 Particular / Generic Specification**

Include or make reference to particular specifications (purpose-written for the project or specifications of the contracting authority) which are applicable to the works. Such specifications should be drafted such that they:

- contain acceptance procedures to enable compliance to be determined
- specify requirements uniquely and unambiguously
- set out requirements for items by describing both their physical and functional characteristics in a comprehensive manner
- state what is to be provided and not how it is to be provided.

Such specifications should not contain particulars relating to measurement and payment, i.e. matters pertaining to the Pricing Data.

For example, if SABS 1200 is used:

For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply –

SABS 1200 A		General
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS1200 D	:	Earthworks
SABS1200 DB	:	Earthworks (Pipe trenches)
SABS1200 DK	:	Gabions and Pitching
SABS1200 DM	:	Earthworks (Roads; Subgrade)
SABS1200 GA	:	Concrete (Small Works)
SABS 1200 L	:	Medium Pressure Pipelines
SABS1200 LB	:	Bedding (Pipes)
SABS1200 LC	:	Cable Ducts
SABS1200 LE	:	Stormwater Drainage
SABS1200 M	:	Roads (General)
SABS1200 ME	:	Subbase
SABS1200 MF	:	Base (Not applicable in this
project)		
SABS1200 MG	:	Bituminous Surface Treatment
		(Not applicable in this project)
SABS1200 MH	:	Asphalt Base and Surfacing
		(Not applicable in this project)
SABS1200 MM	:	Ancillary Roadworks

**C3.4.3.1** The term “project specifications” appearing in any of the SABS 1200 standardised specifications must be replaced with the terms “scope of work”.

**C3.4.3.2** The variations and additions to the specifications listed in C3.4.3.1 will be communicated when necessary.

**C3.4.4 Certification by recognised bodies**

State, which Institutions may certify, items for inclusion in the works and building systems, e.g. Agreement Board of South Africa.

**C3.4.5 Agreement certificates**

State requirements for the use of alternative materials, which are fit for purpose and as such are subject to an Agreement certificate, and requirements for providing Agreement certificates (see [www.agreement.co.za](http://www.agreement.co.za)).

**C3.4.6 Plant and materials provided by the employer**

None.

**C3.4.7 Materials samples and shop drawings**

The Contractor must provide proof of compliance with materials specifications, samples of materials and finishes, shop drawings required to amplify the designs of aspects of the works, use of proprietary materials, etc.

**C3.4.8 Equipment provided by the Employer**

None.

**C3.4.9 Requirement for equipment**

Keep equipment in a safe, clean and good working condition. Workers using the equipment must be inducted as stipulated on the Health and Safety specification.

**C3.4.10 Known services**

*The positions of existing services are not all known. The Contractor must contact MHLONTLO Local Municipality for details of existing services.*

*Items have been allowed in the Schedule of Quantities for dealing with and protecting services.*

*The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract. Locate, mark and record such services and deliver to the Engineer for records.*

**C3.4.11 Treatment of existing services**

*Use only hand excavation to locate existing services.*

**C3.4.12 Use of detection equipment for the location of underground services**

***[State requirements, as necessary, for the use and availability of detection equipment for the location of underground services].***

**C3.4.13 *Damage to services***

***[State responsibility for damage to services, known and unknown, and requirements for working in close proximity to services, etc].***

**C3.4.14 *Reinstatement of services and structure damaged during construction***

***[State requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services, etc.***

**C3.4.15 *Service and facilities provided by the employer***

Source of Water Supply

The Contractor may make application to the Municipality's Water Division for a clean water supply point, and shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

Source of Power Supply

The Contractor is to make his own arrangements with the Electricity Department for a supply of electricity, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

Location of Camp and Materials storage area

The camp site and storage area will be indicated to tenderers at the site inspection for the contract.

The Contractor shall confine his camp and storage of materials to the areas designated. On completion of the construction works the surface of the areas utilised shall be re-instated.

Contact the local office of MHLONTLO Local Municipality for most of the following services:

- water: location, quality, approximate pressure, source, etc
- electricity: location, phase, source, etc.
- telecommunication services: location of lines, etc

- ablution facilities: nature and location will be responsibility of the contractor.
- The Contractor must arrange own means the medical / first aid facilities: nature and location
- The Contractor must arrange own means for fire protection services: nature and location
- The Contractor must arrange own means to hook up to, and distribute water, electricity and telecommunication services; and
- clear up and make good when the service or facility is no longer required, leave the employer's facilities in the condition they were before the contractor first made use of them, fair wear and tear excepted, and
- continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state.

### **C3.4.16 Facilities provided by the contractor**

#### Temporary Offices

An office for the Engineer is required. The type of office required for the Engineer is specified in clauses AB 3.2 and PSAB 3.4.

Site meetings will be held in the Contractor's site office.

#### Sanitary Facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

#### Telephone Facilities

A site telephone will not be required by the Engineer, but the time-related tendered rate for the Contractors telephone shall include for local official calls by the Engineer or his Representative.

### **C3.4.17 Storage and laboratory facilities**

Requirements for storage and laboratory facilities will be communicated by Engineer in line with BOQ provisions.

### **C3.4.18 Other facilities and services**

Requirements for other facilities and services will be communicated by Engineer in line with BOQ provisions all other temporary facilities necessary for providing the works which are not provided by the employer including power, water, telecommunications, security services, medical, fire protection, sanitation and toilets, waste disposal.



**C3.4.19 Vehicles and equipment**

Requirements for vehicles, computers, survey and testing equipment, office furniture etc for the use of the employer and his agents will be communicated by Employer's Agent in line with BOQ provisions

**C3.4.20 Advertising rights**

Contact the MHLONTLO Local LM for any information in this regard.

**C3.4.21 Notice boards**

***The identity board required shall be as detailed on Drawing. The Contractor must request Engineer approval for placing and removal of notice board including those in respect of all types of subcontractors.***

**C3.4.22 SITE USAGE**

The handing over of the site is only limited to the project footprint. Any deviation is subject to approval by relevant.

**C3.4.23 PERMITS AND WAY LEAVES**

The Contractor must seek information on permits and way leaves obtainable from various authorities.

**C3.4.24 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS**

The contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and procedures for notifying the employer's representative where this is not the case.

**C3.4.25 INSPECTION OF ADJOINING PROPERTIES**

The Contractor must take pictures and inspect with the owners of adjacent buildings and properties and representatives of all local authorities before commencing with the works that have the potential to damage surrounding buildings and property.

**C3.4.26 WATER FOR CONSTRUCTION PURPOSES**

The Contractor will be responsible for any arrangements for procuring, transporting, storing, distributing and applying the water needed for construction purposes.

**C3.4.27 SURVEY CONTROL AND SETTING OUT OF THE WORKS**

Before commencement of work, the Contractor is to liaise with the Engineer to establish exactly the status of all boundary pegs in the Township. The position of all erf pegs found will be recorded on a marked-up print of the Township.

On completion of the Contract the pegs that have been unavoidably disturbed will be replaced by the Employer. Pegs which have, in the opinion of the Engineer,

been disturbed due to the negligence of the Contractor will be replaced at the Contractor's cost.

Survey controls levels are available for the setting out of the works.

**PSA GENERAL**

**PSA 5 CONSTRUCTION**

**PSA 5.2 Watching, Barricading and Lighting**

Add the following

“The Contractor shall comply in all aspects with the requirements of the Occupational Health and Safety Act (Act 85 of 1993)”.

**PSA 5.9 Accommodation of Traffic**

(New Clause)

Temporary traffic signs shall be erected at all diversions.

The **number and layout** of the traffic signs shall comply with the Site Manual entitled “**Safety at Roadwork’s in Urban Areas**”, as published by the Department of Transport.

Traffic signs shall have a yellow background with either a red or black border.

**PSA 8 MEASUREMENT AND PAYMENT**

**PSA 8.3 Scheduled Fixed-Charge and Value-Related Items**

**PSA 8.3.1 Contractual Requirements**

Add to sub-clause 8.3.1:

“In addition, the sum tendered shall cover all initial costs incurred in complying with the requirements of the Special Conditions of Contract.

**PSA 8.4 Scheduled Time-Related Items**

**PSA 8.4.1 Contractual Requirements**

The Contractor shall tender a lump sum in the Schedule of Quantities to cover his time-related establishment costs. The amount tendered and paid shall be full compensation to the Contractor for:

- (i) The maintenance of his whole organisation as established for this Contract.
- (ii) The maintenance of all insurances, indemnities and guarantees required in terms of the Conditions of Contract or Tender where applicable.
- (iii) Compliance with all general conditions and requirements which are not specifically measured elsewhere for payment in these Contract Documents.

The Contractor shall tender a lump sum for the abovementioned items.

Payment of the lump sum shall be made monthly in compliance with the method laid down in Sub-clause 8.2.2 of SABS 1200: A.

The Contractor will not be paid Time-Related Preliminary and General Charges for any Special Non-Working Days, as stipulated in the Appendix, which shall be deemed to have been allowed for in his rates.

**PSA 8.4.2 Adjusted Payment for Time-Related Items**

The payment to the Contractor for Time-Related Items shall be adjusted in accordance with the following formula in the event of the Contract being extended by means of a variation order:

$$\text{Sum of Tendered amounts for Time Related Items} \times \frac{\text{Extension of Time authorised by variation order}}{\text{Tender contract period}}$$

\*For the purposes of applying this formula "Extension of Time" will exclude the Contractor's December/January close-down period, if applicable.

The abovementioned adjustment of the payment for Time-Related Items shall be made in the Completion Payment Certificate and shall be the only payment for additional Time-Related costs irrespective of the actual period required to complete the Contract including its authorised extensions.

In the case of fixed price contracts, the amount by which the Time-Related Items is adjusted shall not be subject to the Contract Price Adjustment formula.

In the case of contracts subject to Contract Price Adjustment the amount by which the time-related items are adjusted shall be subject to the Contract Price Adjustment formula.

**PSA 8.4.5 Other Time-related Obligations**

**Provision of Security Personnel ..... Unit: month**

This item shall cover the cost of providing such security personnel the Contractor deems appropriate, taking cognizance of the location of the site and the historical record of incidents of crime in the area.

**PSA 8.4.6 Compensation in terms of Clause 5.12.2.4 of the General Conditions of Contract - 2015 and Clause 9.1.4 of the Contract Data, for delays incurred**

- (a) Plant ..... Unit: Sum per working day
- (b) Labour:..... Unit: Sum per working day
- (c) Supervision ..... Unit: Sum per working day

(d) Other services, facilities etc.

not covered by (a), (b) and (c) ..... Unit: Sum per working day

The sum tendered for each item shall cover the full and final standing cost per day of delaying the specified resource or facility and no additional compensation shall apply, notwithstanding any provisions to the contrary in the contract documents, or in respect of any extension of time granted in relation to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the General Conditions of Contract - 2015.

For the purposes of calculating the total delay, a working week shall be held to consist of five working days and a working day 9 hours.

Payment for partial standing of any of the scheduled resources for a day or part thereof, or the standing of a complete resource for a part day, will be made pro-rata in proportion to an appropriate factor assessed by the Engineer.

The amount by which compensation for delays is adjusted shall be subject to the contract price adjustment formula as defined in the General Conditions of Contract - 2015.

This payment item shall only apply to delays which in the opinion of the Engineer are due to the circumstances described in Clauses 5.12.2.4, 9.1.1 and 9.1.2 of the General Conditions of Contract - 2015.

The cost of delays incurred for all other circumstances shall be treated as provided for in the General Conditions of Contract -2015.

The provision of this clause shall in no way prejudice the rights of either the Employer or the Contractor to terminate the contract in terms of the provisions in clause 9 of the General Conditions of Contract - 2015.

The Contractor shall take note that no payment will be considered for any additional cost incurred in protecting his plant and site establishment, as well as for costs incurred in respect of damage to constructional plant and equipment.

**PSA 8.8 Temporary Works**

**PSA 8.8.2 Accommodation of Traffic**

**(WHEN APPLICABLE)**

A specific item has been included in the Schedule of Quantities to allow the Contractor to cover the costs of accommodating traffic on the adjacent roads at all times.

The sum shall cover the effect on the Contractor's programme, delay in the works, damage to or loss of a deviation, supply, erection and moving and re-erection of all necessary traffic signs, drums, barricades, the provision of flagmen and any other operation or equipment, plant or labour necessary.

Payment under this item will be made on a pro-rata basis to the duration of the contract.

**"PSA 8.9 Compliance with Ohs Act, 1993 And Regulations (Including The Construction Regulations 2014)..... Unit: sum**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations, 2014) at all times for the full duration of the Contract, as described in PS 8.7 of Portion 1 of the Project Specifications. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

**PSAB ENGINEER'S OFFICE**

**PSAB 3 MATERIALS**

**PSAB 3.1 Nameboards**

Delete: "The standard board of the South African Institution of Civil Engineers" and replace by "the standard name board as supplied by the Engineer".

Add: "In addition, the Contractor shall provide and erect two Identity Boards in accordance with Drawings issued by Engineer". They shall be placed and moved, as directed by the Engineer's Representative.

**PSAB 3.2 Office Building(s)**

Add the following:

"As an alternative, the Contractor may supply a 6m x 2,5x 2,5m high marine container, specially converted for use as an office. If this type of office is supplied, it shall be protected by an elevated waterproof roof, constructed over the container, and approximately 300 mm above the top of the container. If scheduled, the office shall be fitted with an air-conditioning unit.

**PSAB 3.3 Car Port**

A car port of minimum size 6 x 3m shall be erected abutting the Engineer's office. Height to underside of roof beams shall be 2.3m minimum. The roof of the carport shall be constructed using corrugated galvanized steel sheeting, or similar water-resistant materials. The sides of the carport shall be open. The Contractor shall also provide a floor to the carport, and a pathway between the carport and the Engineer's office, constructed of a 50 mm thick layer of 19mm concrete stone.

**PSAB 4 PLANT**

**PSAB 4.1 Telephone**

A telephone will not be required for the Engineer.

**PSAB 5 CONSTRUCTION**

**PSAB 5.5 Survey Assistants**

**(WHEN APPLICABLE)**

The Engineer's Representative will occasionally need the assistance of a survey labourer to help with testing, survey, etc., envisaged at approximately 2 hours (non-consecutive) per week.

**PSAB 8 MEASUREMENT AND PAYMENT**

**PSAB 8.2.3 Survey Assistant**

(New Clause)

Payment for the survey assistant shall be at the tendered day work rates for the hours worked in assisting the Engineer's Representative.

**PSC SITE CLEARANCE**

**PSC 3 MATERIALS**

**PSC 3.1 Disposal of Material**

Delete the first two sentences of this clause and replace with:  
“Debris arising from clearing and grubbing or from the demolition of structures on site shall be removed by the Contractor and disposed of at a Municipal approved dumpsite.

The rate tendered shall allow for any fees to be paid at the tip site.

**PSD EARTHWORKS**

**PSD 3 MATERIALS**

**PSD 3.1 Classification for Excavation Purposes**

Delete SABS 1200: D Clause 3.1 and replace with the following:

**PSD 3.1.1 Method of Classifying**

The Contractor may use any method he chooses to excavate any class of material but his chosen method of excavation shall not determine the classification of the excavation. The Engineer or his Representative will decide on the classification of materials. In the first instance classification will be based on inspection of the material to be excavated and on the criteria given in PSD 3.1.2(a) and (b).

**PSD 3.1.2 Classes of Excavation**

All materials encountered in any excavation for any purpose including restricted excavation will be classified as follows:

(a) Hard rock excavation

Hard rock excavation shall be excavation in material (including undecomposed boulders exceeding 0.17 cubic metres in individual volume) that cannot be efficiently removed without blasting, wedging and splitting, or hydraulic hammers.

This classification includes materials such as:

- solid unfractured rock occurring in bulk
- solid ledges thicker than 200mm
- igneous rock intrusions
- cemented sedimentary rocks.

(b) Soft Excavation

Any material which can be removed by bulldozers or backhoes, shall be classified as soft excavation.

Soft excavation shall be material not falling into the category of hard rock excavation.



### **PSD 5.2.1.2 Conservation Of Topsoil**

Add the following to Clause 5.2.1.2:

“Topsoil shall not be stockpiled higher than 2,0m. Care shall be exercised to prevent the compaction of topsoil in any way especially by vehicles travelling over such material.”

### **PSDB EARTHWORKS (PIPE TRENCHES)**

#### **PSDB 3 MATERIALS**

##### **PSDB 3.1 Classes of Excavation**

Delete the contents of Clause 3.1 and replace with the following:

“The classification shall be as described in PSD 3.1”.

##### **PSDB 3.5 Backfill Materials**

Delete the contents of Clause 3.5(b) and replace with the following:

“Materials used in the reinstatement of trenches beneath or within a new roadway, up to underside of the road layers, shall be 37,5mm base course quality material conforming to SABS 1200 MF compacted in 150mm layers to 98% Mod. AASHTO density. The area subject to loads from road traffic shall be held to apply for a width of 150mm beyond the back of kerb.”

#### **PSDB 3.6 MATERIALS FOR REINSTATEMENT OF EXISTING ROADS AND PAVED AREAS**

##### **PSDB 3.6.1 Subbase and base:**

Delete the contents of Clause 3.6.1 and replace with the following:

“Where trenches cross existing surfaced roads the following will apply:

- (a) The service (pipe, cable etc.) shall be laid on a bedding cradle, and covered with a fill blanket, as specified in section LB (Bedding - Pipes) SABS 1200 or in the Project Specification.
- (b) The remaining portion of the trench, from the top of the fill blanket to the road surface, shall be filled with cellular trench backfill material.
- (c) Definition: Material shall consist of a cellular light-weight concrete incorporating large volumes of controlled micro-air cement and sand.
- (ii) Density Range : 150 - 1400 kg/m<sup>3</sup> and have an equivalent CBR value greater than 100.
- (iii) Consistency : Material shall be of a packable nature after final setting.
- (iv) Admixture : The admixture is a pre-foam organic compound accelerated by the addition of calcium chloride. Chloride free additive must be used where the outer casing of the service being covered is metallic.
- (v) Setting Times : The finished product must achieve initial set within 90 minutes. It must then be able to carry light traffic.
- (vi) Specifications : British Standards draft S.W.P. 146 of July 1990.

### **PSDB 3.6.4 Bituminous and Premix Surfacing (None in this project)**

Delete the contents of Clause 3.6.4 and replace with the following:

“Where this project is undertaken simultaneously with the construction of bituminous and/or premix surfaced roads, a hot premix and/or bituminous surfacing in accordance with the specifications applicable to the road surfacing shall be used in the reinstatement of the road surface. Where the construction of surfaced roads do not form part of this project a hot premix (type IVa or 7mm sidewalk mix) laid on a cleaned surface which has been previously tack coated with an anionic emulsion shall be used in the reinstatement of the road surface.”

## **PSDB 5 CONSTRUCTION**

### **PSDB 5.4 Excavation**

**Add:** “The excavation of trenches across a concurrently constructed carriageway shall commence after the subgrade layer has been accepted. The pipe/duct shall be laid and the trench backfilled to the acceptable requirements, including density testing before the construction of the next layer may commence”.

### **PSDB 5.6.3 Disposal of Soft Excavation Material**

Delete the contents of Clause 5.6.3. and replace with the following:

“Excess material arising from the excavations will be disposed of at a designated tip site. The rate for spoiling of excess material shall include for the loading and carting of material, and the off-loading at the tip site. The Contractor shall be responsible for all charges levied at the tip site. The current charges applicable may be obtained from the Municipality’s Cleansing Division. Where topsoil is encountered this will be set aside on site and re-used later.”

### **PSDB 5.6.6 Completion of Backfilling**

**Add:** “If in the opinion of the Engineer’s Representative the Contractor is lagging in the backfilling of trenches, he will be entitled to order that no further excavation takes place until the backfilling operation has caught up.”

### **PSDB 5.9.7 Procedure for Backfilling with Trench fill**

(New Clause)

- (a) The cellular backfill material (hereinafter called “trench fill”) is ordered from the supplier, and is delivered to site in a truck-mixer. The material is poured directly into the trench, and no vibrating or additional compaction is necessary.
- (b) The trench fill shall be cast flush with the surrounding road surface, and trowelled to an even surface.

- (c) After the trench fill has set, either the same day or the following day, the top 40mm of the trench fill must be scabbled off using a pick, or paving breaker and the depression reinstated using hot asphalt.

After compaction, the asphalt must be finished flush with the surrounding road surface.

- (d) The asphalt reinstatement of the trench will be carried out by the Municipality or, in the case where the works are being performed by a contractor, the contractor may carry out the reinstatement.

**PSDB 5.9.8 Safety (New Clause)**

- (a) During the time period between pouring the trench fill into the trench, and the setting of this material, it is imperative that no person or animal be allowed to gain access to the trench. Suitable barricades shall be provided around the trench and a guard placed on duty at the trench until the material sets. Should the trench fill not be set by nightfall, safety lamps shall be placed on the barricades.
- (b) The responsibility for public safety lies with the organisation carrying out the excavation and backfill operations.

**PSDB 8 MEASUREMENT AND PAYMENT**

**PSDB 8.3.2 Excavation**

Delete the contents of payment Clause 8.3.2(b) (1). For the purpose of measurement and payment, material other than hard rock, will not be separately classified.

**PSDB 8.3.3.1 Deficiency in Backfill Material**

Add the following to sub-clause 8.3.3.1(c):  
The rate shall also include for compaction of base course quality backfill as per PSDB 3.5

**PSDB8.3.6.1 Reinststate road surfaces**

- (a) Extra-over for backfilling trenches using Trench fill ..... m<sup>3</sup>
- (b) Hot asphalt type IVA (min thickness 25mm) ..... m<sup>2</sup>

For item (a) the volume will be computed from the length of trench as applicable, and the width determined from the applicable side allowances specified in 8.2.3, and the depth from road surface to top of selected fill blanket. Payment for this item will be additional to that for excavation covered by 8.3.2.

For item (b) the area will be computed from the length of paved trench surface as applicable and the width determined from the applicable side allowances specified in 8.2.3. The final compacted thickness of the layer must be not less than 25mm. The rate shall cover the cost of temporary accommodation of traffic (including the signs and by-passes), arranging for safety of the public, excavation (including breaking up, removal and disposal of surplus material) and the subsequent reinstatement as specified in 5.9, and shall include the cost of delays and the cost of any risk of having to repair damage as specified in 5.10.

**PSDK GABIONS AND PITCHING**

**PSDK 3 MATERIALS**

**PSDK 3.1.4 Geotextile**

Add the following to Clause 3.1.4:

“Filter fabric for groundwater drains shall be a non-woven continuous filament, needle punched, spun-bounded polyester geotextile having the following physical characteristics:

Mass per unit surface (min)	150 g/m <sup>2</sup>
Porosity under 0,5 KPa	93%
Porosity under 200 KPa	82%
Normal permeability under 2 KPa m/s	3 x 10 <sup>-3</sup>
Normal permeability under 200 KPa m/s	7 x 10 <sup>-4</sup>
Normal through flow under constant head of 400mm /m <sup>2</sup> /s	270 ℓ

**Alternatively** - for woven filter fabrics the following characteristics shall apply :

Mass per unit area	270 g/m <sup>2</sup>
Water percolation ℓ/m <sup>2</sup> /s	160
Composition	polypropylene tape and polyethylene monofil.

The material shall be placed as directed and shall not be exposed to direct sunlight for prolonged period.”

**PSDK 8 MEASUREMENT AND PAYMENT**

**PSDK 8.2.4 Geotextile**

Delete the contents of Clause 8.2.4 and replace with the following:

“The area measured will be that of the net area of geotextile used.

The rate shall cover the cost of supplying geotextile, cutting, and waste, placing, joining, overlapping and fastening the geotextile in position.”

**PSDM EARTHWORKS (ROADS, SUBGRADE)**

**PSDM 3 MATERIALS**

**PSDM 3.1 Classification of Excavation**

**Clause PSDB 3.1 will apply for this clause.**

**PSDM 5 CONSTRUCTION**

**PSDM 5.2.3.3 Treatment of Road Bed**

(a) Preparation and Compaction of Road Bed

Add the following:

“Where road bed preparation takes place in sand the in-situ sand layer is to be watered and compacted to 100% Mod. AASHTO density. The surface of the in-situ sand layer is to be firm and smooth in order to receive the subsequent S.S.G. or subbase layer, as the case may be. To this end the Engineer may order that unnecessary construction traffic remain off the finished in-situ sand layer until the subsequent layer has been completed.”

**PSDM 5.2.9 Trimming and Grading of Verges**

(New Clause)

During the initial earthworks the verge width shall be cut or filled to approximately the final level and shall be kept trimmed and tidy during construction of the works. After completion of the road layers, including the premix surface, and after construction of the necessary kerbs, including the satisfactory backfilling behind the kerb, the verge shall be finished off to the lines and levels shown on the drawings or as specified.

The verge material shall consist of that material which would normally be occurring at that position or depth when in cut and shall not be contaminated by foreign materials such as bricks, basecourse material, horticultural inferior materials from trench excavations, etc. Verges in fill conditions are to consist of the material as specified for the fills and similarly not be contaminated with foreign materials.

Over those sections of verge where grass is to be planted or where the Engineer deems it necessary to spread topsoil, he may instruct the Contractor at the stage of the major earthworks operation to work to levels altered from those shown on the drawings.

Topsoil may be provided from stockpiles on site in which case the Contractor shall load, transport and spread as ordered by the Engineer. In the case of topsoil provided and imported by the Contractor the quality of the topsoil shall be approved of by the Engineer beforehand.

The Contractor shall be responsible for taking the necessary precautions and measures to control the dust nuisance which may arise due to his operations on the verge, whether from the natural ground surface or topsoil layer, until the verge is accepted by the Engineer.

**PSDM 5.2.10 Dimension and Level Control and Process Control**

(New Clause)

The Contractor shall submit to the Engineer records of dimension and level control and/or process control prior to requesting the Engineer to carry out any routine tests and/or inspections.

A sample form can be obtained from the Engineer.

**PSDM 5.2.11 Requesting of Tests**

(New Clause)

Tests and Inspections of the works will only be carried out by the Engineer once the appropriate test/inspection request forms have been fully completed. Test/inspection request forms can be obtained from the Engineer.

**PSDM 8 MEASUREMENT AND PAYMENT**

**PSDM8.3.4 (a) Cut to Fill, Borrow to Fill**

Add to Clause 8.3.4(1) the following:

“Where fill material is borrowed from trench excavations the rate shall include the selection from the sides of trenches, transporting, if necessary, stockpiling, preparing, processing, shaping (including forming side channels and benching if applicable), watering, mixing, compacting to the densities specified and finishing the slopes of fills.”

**PSDM 8.3.13 Surface Finishes**

Add to Clause 8.3.13 the following Clause (c):

“The major earthworks required to bring the verge to the required level and the additional depth of excavation or reduction in fill height as ordered for the topsoil operation shall be measured and paid for under the appropriate excavation item.

Only the following verge item will be measured and paid for separately.

The unit of measurement for trimming and grading of verges shall be per square metre.

The rate tendered for the above item shall include for all things necessary to complete the work as specified.”

**PSDM 8.3.17 Construct Selected Layers using Imported Material Compacted**

(New Clause) **to 93% Mod. AASHTO**

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of Clause 5.1, SABS 1200 D, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading and complying with the tolerances and testing.

**C3.5 : MANAGEMENT**

**C3.5.1 Applicable SANS 1921 standards**

The following parts of SANS 1921 (Construction and management requirements for construction works) and associated specifications are applicable:

- SANS 1921-1: General engineering and construction works
- SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor
- SANS 1921-3: Structural steelwork
- SANS 1921-4: Third party management support in works contracts
- SANS 1921-5: Earthworks activities, which are to be performed by hand
- SANS 1921-6: HIV / AIDS awareness

The associated specification data are as follows:

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.1.7	The requirements for drawings, information and calculations for which the contractor is responsible are: ..... ..... .....
4.2.1	The responsibility strategy assigned to the contractor for the works is: State A, B or C
4.2.2	The structural engineer is: .....
4.2.3	Drawings and other information are to be submitted in accordance with the contractor's programme.
4.3	The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. The programme shall be in the form of a Gant Chart and shall include the following details: <ul style="list-style-type: none"> <li>• A work breakdown structure, identifying the major activity groups.</li> <li>• For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.</li> <li>• The linkages between activities shall be clearly indicated and the logical network upon which the programme is based should be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.</li> <li>• The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.</li> </ul>

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<ul style="list-style-type: none"> <li>• The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.</li> <li>• Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.</li> <li>• Together with the programme as detailed above the contractor shall submit to the engineer a cash flow projection, indicating projected monthly invoice amounts. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.</li> <li>• The programme shall be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.</li> <li>• 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 or any granted extension of time. Any proposal to increase the tempo of work shall be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.</li> <li>• Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in the General Conditions of Contract.</li> <li>• The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that 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 if required by circumstances.</li> </ul>



SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<p>The Contractor is also referred to the applicable clauses of the General Conditions of Contract when drawing up his programme.</p> <ul style="list-style-type: none"> <li>• The planning, program and method statements are to comply with the following: <ul style="list-style-type: none"> <li>○ Microsoft Project format</li> </ul> </li> </ul>
4.12.2	<p>The samples of materials, workmanship and finishes that the contractor is to provide and deliver to the employer are:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.12.2	<p>The fabrication drawings which the contractor is to provide and deliver to the client are:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for the use by the employer and his agents are:</p> <ul style="list-style-type: none"> <li>• Site office complete with desk, 3 chairs, 2 filing cabinets and plan layout table. Such an office shall be minimum 12m<sup>2</sup> in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing</li> <li>• Site meeting room complete with conference table and 10 chairs. Such an office shall be minimum 20m<sup>2</sup> in area with a hard floor, ceiling 3m in height, well ventilated with good lamination to provide sound proofing.</li> <li>• Electric lighting and power points in above rooms</li> <li>• 2 Carports</li> <li>• Cell phone and/or telephone and fax facilities</li> <li>• Ablution facilities for the Engineer and his staff.</li> <li>• Laboratory facilities</li> </ul>
4.14.6	<p>The requirements for the provision and erection of sign boards are:</p> <p>.....</p> <p>.....</p>

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
4.17.1	The requirements for the termination, diversion or maintenance of existing services are: ..... .....
4.17.3	Services that are known to exist on the site are shown on the drawings
4.17.4	The requirements for the detection apparatus are: ..... ..... .....
4.18	The additional health and safety requirements are: ..... .....
4.22	The works to be undertaken by nominated and selected subcontractors comprise: ..... .....
<b>Variations:</b>	
4.1.10	Degree of accuracy II shall be applicable unless stated otherwise in the drawings or specification.
4.2.4	The time frame for acceptance is 10 working days
<b>Additional clauses:</b>	
4.1.1 p)	Add this new clause: “Appoint a Community liaison officer (CLO) to assist with the community liaison with the beneficiary community.”
4.23	Add this new clause: “4.23 Community participation” Community participation consists of engagement of Project Steering Committees (PSC). A PSC will be established for the project, by the Ward Councillor. The functions of the PSC will be to: <ul style="list-style-type: none"> <li>• Assist in monitoring the project.</li> <li>• Ensure that the community provide assistance to the contractor to ensure that he can execute the contract in accordance with the specifications and within time.</li> </ul>

SANS 1921-1: General engineering and construction works	
Clause No	Specification data
	<ul style="list-style-type: none"> <li>• Encourage the community to participate in the Labour Intensive construction.</li> <li>• Identify skills, skilled personnel and suppliers in the towns.</li> </ul> <p>The PSC will not have the power to:</p> <ul style="list-style-type: none"> <li>• Give any instructions to the contractor, except through the engineer.</li> <li>• Become involved in the daily operations of the contractor or interfere with the contract works.</li> </ul> <p>A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport.”</p>

SANS 1921-2: Accommodation of traffic on public roads occupied by the contractor	
Clause No	Specification data
4.3.2	The contractor shall design all the temporary culvers
4.6.1	The length of half-width roads under construction shall not exceed.....km
4.6.3	The length of road shall be limited to 3 km
4.10.1	<p>The contractor shall provide the following traffic control facilities:</p> <ul style="list-style-type: none"> <li>• Traffic-control devices such as flagmen, STOP and GO signs, traffic signals.</li> <li>• Statuary permanent and temporary road signs and barricades.</li> <li>• Channelization devices and barricades including delineators, cones, road studs, road marking, etc.</li> <li>• Barriers such as New Jersey, plastic movable barriers, etc.</li> <li>• Warning Devices on plant and construction vehicles.</li> <li>• Road markings.</li> </ul>
<b>Variations:</b>	
<b>Additional clauses:</b>	
4.1.4	<p>Add this new clause:</p> <p>“Failure to maintain road signs, warning signs, etc, in a good condition shall constitute ample reason for the engineer to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.</p> <p>The contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual Volume 2 Chapter 13.</p> <p>The contractor shall submit proposals in connection with directional signs to the engineer for approval prior to construction.”</p>

SANS 1921-3 Structural steelwork	
Clause No	Specification data
4.2.1	The responsibility strategy assigned to the steelwork contractor for the work is: specify A, B or C.
4.2.2	The steelwork structural engineer is.....
4.3.2.1	The site will be ready for steelwork to commence on .....
4.3.2.1	The requirements for sequencing of the works are: ..... ..... The times for completing of the sections are: ..... ..... The procedures to be followed are: ..... ..... Matters that affect the program are: ..... .....
4.3.3.2	The steelwork contractor is required to provide the steelwork structural engineer with a detailed method statement for the erection of each structure at least 2 weeks before construction commences.
4.4.2.4	The steelwork contractor is required to provide the following facilities for test purposes: ..... ..... .....
4.4.3.4	The following items and procedures need to be tested / certified by a recognized body: ..... ..... .....
4.5.1.1	Information, drawings and calculations provided to the steelwork contractor will be provided in the following format: ..... and on the following media: .....
4.5.1.2	The steelwork contractor is to provide information in the following format: Drawings in AutoCAD .dwg format

SANS 1921-3 Structural steelwork	
Clause No	Specification data
	<p>Programmes in Microsoft Project format</p> <p>.....</p> <p>.....</p> <p><del>Data will be supplied on paper and on DVD / CD media.</del></p>
4.5.3.1 or 4.5.3.2	Drawings and other information are to be submitted in accordance with the steelwork contractor's accepted programme.
4.5.3.4	<p>The steelwork contractor is required to submit the following additional information with general arrangement drawings to the employer for approval:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.5.3.6	The steelwork contractor is required to submit "as erected " drawings
4.7.6	<p>The steelwork contractor is required to make his own arrangements for the provision of the following services:</p> <p>Water .....</p> <p>Electricity .....</p> <p>Sanitary services .....</p> <p>.....</p>
4.7.9	<p>The requirements for the provision and erection of sign boards are:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.10.2	<p>The requirements for the protection, termination, diversion or maintenance of existing services are:</p> <p>.....</p> <p>.....</p> <p>.....</p>
4.10.4	<p>Services which are known to exist on site are:</p> <p>.....</p>
4.11.1	The specific health and safety requirements are:
4.11.3	The steelwork contractor is required to submit a report on the assessment and management of risk.
4.11.4	The steelwork contractor is required to enclose the steelwork for the protection of the public and others.
<b>Variations:</b>	
<b>Additional clauses:</b>	

SANS 1921-3 Structural steelwork	
Clause No	Specification data
SANS 1921-4: Third –party management support in works contracts	
Clause No	Specification Data
5.1.1(b)	The construction Manager is required to arrange for the supply of mechanical equipment and the supply and delivery of materials to site
5.1.1(i)	The construction manager is required to provide the following site facilities: ..... .....
5.1.1(b)	The employer’s policy pertaining to conditions of employment is as follows: ..... ..... .....
5.1.1(h)	The following name boards are required: ..... .....
<b>Variations:</b>	
<b>Additional clauses:</b>	
SANS 1921-5: Earthworks activities that are to be performed by hand	
Clause No	Specification Data
5.1	The depth of the trenches to be excavated by hand is 1,5m.
<b>Variations:</b>	
State variations, if any, for example specific compaction requirements	
<b>Additional clauses</b>	

SANS 1921-6: HIV / AIDS awareness				
Clause No	Specification Data			
4.2.1(a)	A qualified service provider is a service provider that is accredited by The MLM Health and Social Development and appears on the list of recognized service providers Of the MLM Health and Social Development.			
	The contact particulars of qualified service providers are as follows:			
	Name	Tel	Fax	e-mail
4.2.1 (a)	Apart for the initial programme, the HIV / AIDS awareness programme is to be repeated at 4-month intervals throughout the duration of the contract			
<b>Variations:</b>				
<b>Additional clauses:</b>				



### **C3.5.2 Particular or Generic specifications**

*Refer to Clause C3.4.3*

### **C3.5.3 Planning and programming**

*The programme must have sufficient detail of tasks to be performed, critical path activities and their dependencies, frequency of updating, etc. Provision of particulars of phased completion, programme constraints, milestone dates for completion etc, as necessary.*

### **C3.5.4 Sequence of the works**

*The contractor must submit proposal for the sequence of the works for approval by the Employer.*

### **C3.5.5 Software application for programming**

*MS projects or similar*

### **C3.5.6 Methods and procedures**

*The Contractor must attention to the following requirements, restrictions and / or procedures in respect of:*

- *Must pay attention to both pedestrian and vehicular movements as the residential areas way in which work is to be executed are occupied;*
- *Keep the cleanliness of the site;*
- *Protect of trees and shrubs outside roadworks;*
- *follow procedures should there be blasting operations;*
- *the location of borrow pits, disposal of excess materials, deposition of materials, etc. in earthworks activities must be done in conjunction with other authorities;*
- *Work on or adjacent to structures, railway lines, pipelines, roads, cables without permission and supervision is prohibited;*
- *Care should be taken for the management and disposal of water on the site arising from whatever cause;*
- *Maintain access, roads, maintenance of accesses and walkways;*
- *Co-operate with others on the site;*
- *Maintain access to existing premises and adjoining properties;*
- *Protect and report objects of historical or environmental interest;*
- *Site records must be maintained and kept safe;*
- *Observe hours of work, rules and conduct in respect of the personnel of the contractor and his subcontractors;*
- *Keep down noise, dust, water, waste and other impediments;*
- *Work of others is still the main contractor responsibilities;*
- *Give access for other contractors;*
- *Giving notice of work to be covered up;*
- *Contractor is responsible for any temporary works;*
- *Contractor is responsible for care of the works; plant and materials;*
- *Contractor is responsible for Establishing and removing equipment from the site;*
- *Contractor is responsible for own test samples and mock ups;*
- *Contractor is responsible for own progress photographs;*
- *Contractor is responsible for maintenance until completion;*
- *Contractor is responsible for training of operators;*
- *materials storage facilities and samples for tests and inspections to be provided;*

### **C3.5.7 Quality plans and control**

#### **a) Control Testing of Earthworks and Road Layers**

The Contractor is required to carry out his own control testing, but if he so wishes, and agrees to abide by the results of the Engineer's check test, he may dispense with his own tests. However the Contractor should wish to use the Engineer's testing facilities, he will be charged for the various tests at the rates ruling at the time.

Any additional tests requested by the Contractor or any retests required, due to failure of the initial tests, will be charged to the Contractor at the rates ruling at the time.

### **C3.5.8 Environment**

*An Environmental Management Programme stipulates requirements and / or constraints pertain to the minimizing of dust nuisance, noise levels, pollution of streams, and inconvenience to, or interference with the public or others arising out of the execution of the works. A copy of environmental authorization is available for reference.*

#### **a) Sand and dust control**

The Contractor shall, for the duration of the contract, take appropriate measures to control the dust and soil movement which may arise due to his operations.

### **C3.5.9 Accommodation of traffic on public roads occupied by the contractor**

An allowance is made for accommodation of traffic for convenience, safety, clearances, temporary deviations, access to properties, temporary traffic control facilities, etc.

### **C3.5.10 Other Contractors on site**

Contractor will be responsible for any Sub-contractors who may be employed by the main contractor.

### **C3.5.11 Testing, completion, commissioning, and correction of defects**

*GCC 2015 3<sup>rd</sup> Edition procedures will be used for the following:*

- *Use of the works before completion has been certified;*
- *Handover / beneficial occupation;*
- *Pre-commissioning and commissioning of the works or part thereof, before and after completion;*
- *Certifying completion;*
- *Start-up; operation of the works; special arrangements associated with operating plant and machinery etc.*
- *Training and technology transfer;*
- *Take over;*
- *Operational maintenance (if any), after completion;*
- *Work which contractors may carry out after completion has been certified (in addition to correcting defects), and*
- *Arranging access for correction of defects].*

### **C3.5.12 Recording of weather**

The Contractor shall erect an effective rainfall gauge on the site of the works and record the daily rainfall figures in the site diary. The site diary shall be handed to the employer's representative for his signature no later than 10 days after rain that is considered to justify an extension of time occurs.

Extension of time due to abnormal rainfall shall be determined by as defined and described in the Contract Data.

**C3.5.13 Format of communications**

The following types of communications will be used: site instructions, requests for inspections. Pro-forma of such documents will be issued before the start of construction and will be applicable until the end of the scope of work.

**C3.5.14 Key personnel**

It is compulsory that CVs of Site Agent and Forman and Health and Safety personnel be submitted to the employers' representative.

**C3.5.15 Management meeting**

Site meetings will be held once a month at site office on dates that will be issued to the Contractor. The attendance of Contractor representative must be no less than a site agent or who must have the necessary delegated authority in respect of aspects such as planning change management and health and safety.

**C3.5.16 Forms for contract administration**

Standard forms for contract administration purposes will be issued.

**C3.5.17 Electronic payments**

*All payments will be made electronically.*

**C3.5.18 Guarantees**

*State number of copies and the place where bonds and guarantees are to be lodged. State the place where bonds and guarantees can be collected when they are released in accordance with the contract.*

**C3.5.19 Permits**

*There are no permit requirements known at this stage.*

**C3.5.20 Proof of compliance with the law**

*There are no specific requirements known at this stage except documentation requirements listed on tender notice, returnable documentation and various sections of this document.*

**C3.5.21 Insurance provided by the employer**

*Proof of insurance cover and payment will be required.*

## **C3.6 Health and safety requirements and procedures**

### **C3.6.1 Health and safety requirements and procedures**

- a) *In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:*
- (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.*
  - (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.*
  - (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.*
  - (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.*
  - (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge.*
  - (vi) The Contractor shall furthermore, in compliance with Construction Regulations, 2014 to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the CONSTRUCTION REGULATIONS, 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the CONSTRUCTION REGULATIONS, 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and*

*risk assessment shall be submitted for approval, to the Employer or his agent, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The Contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.*

**(vii)** *The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the CONSTRUCTION REGULATIONS, 2014 to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified.*

**(viii)** *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the C3.3 : Construction, the Bill of Quantities, the Drawings, and in the Employers' health and safety specification of the CONSTRUCTION REGULATIONS, 2014, which is attached as Appendix B.*

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

*Health and Safety requirements are made known on health and safety specification, contract between the contractor and employer, schedules, etc. Health and Safety File must to be submitted to the employer's representative on inception meeting date.*

### **C3.6.2 Protection of the public**

The Contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the Contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The erection, maintenance and removal upon completion (the hoardings/gantries, fans, safety screens, barriers, access gates, covered gangways, etc.) as necessary for the enclosure of the works or portions thereof must be adhered to.

### **C3.6.3 Barricades and lighting**

*Erect, maintain barriers, hoardings, access gates, fences, access gangways and hand-railing, weather protection, temporary lighting and anything else necessary for the security, protection, and safety of the public, employees of the contractor and others.*

### **C3.6.4 Traffic control on roads**

*The Contractor must appoint the Traffic officer whom must submit and maintain site safety plan where the contractor has occupation of public and private roads.*

**C3.6.5 Measures against disease and epidemics**

*All workers must be inducted on all Health and safety issues before commencing work.*

**C3.6.6 Aids awareness**

*The Contractor must provide Aids awareness campaigns, counselling, etc.*

### **C3.7 annexes**

Attach data sheets, completed returnable schedules, particular specification, drawings, sketches and the like, which are referred to in this document.

#### **C3.7.1 Appointment of community liaison officer (CLO)**

##### **C3.7.1.1 Duties and responsibilities of the community liaison officer**

1. Represent the community and assist the Municipality, Contractor and the Engineer with communication between them and the community. Inform community regarding the project detail, safety precautions and programme.
2. Be available at the site offices generally between the hours of 07:00 and 09:00 and again from 15:00 until end of working day. Normal working hours will be from 07:00 am till 17:00.
3. Assist with relocation of people, where applicable.
4. Maintain an up-to-date record of potential employees within the community and provide the contractor with copies of this information.
5. To identify, screen and nominate labour from the community with the Community and PSC in accordance with the Contractor's requirements and determine, in consultation with the Contractor, the needs of local labour for employment and relevant technical training, where applicable.
6. Liaise between Contractor and labour regarding wages and conditions of employment.
7. Communicate daily with the Contractor on labour related issues such as numbers and skills.
8. Identify possible labour disputes, unrest, strikes, etc., in advance and assist in their resolution.
9. Have a good working knowledge of the contents of the contract document regarding labour and training matters.
10. Attend all meetings at which the community and/or labour is represented or discussed.
11. Attend contract site meetings and report on community and labour issues at these meetings.
12. Co-ordinate and assist with the obtaining of information regarding the community's needs (questionnaires, etc.).
13. Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved.
14. Ensure that all labour involved in activities when tasks have been set, are fully informed of the principle of task based work.
15. Attend disciplinary proceedings to ensure that hearings are fair and reasonable.
16. Keep a daily written record of interviews and community liaison.
17. Arrange venues for training if required.
18. Assist with the training and education of the community regarding the correct usage of the services, where applicable.
19. Any other duties that may become necessary as the works progress.

### **C3.7.1.2 Benchmarking duties of the Community Liaison Officers**

#### **1) Communication function –**

- a) Represent the community and assist Municipality / Contractor / Engineer with communication between them and the community. Informs community of project details, safety issues and project plan.
- b) Attend all meetings at which the community and / or labour is represented or discussed.
- c) Inform employees of their temporary contract conditions to ensure their timeously availability and to inform them timeously of when they will be released from the project.
- d) Ensure that all temporary employees involved in activities when tasks have been set, are fully informed of the principle of the task based work.

#### **2) Availability\_– Be available 8 hrs per day as well as after hours when required**

#### **3) Physical Assistance - Assist with relocation of community**

#### **4) Administrative**

- a) Maintain up to date records of potential employees for current and future projects.
- b) Co-ordinate and assist with the obtaining of information regarding needs of the community via questionnaires etc.
- c) Keep a daily written record of interviews and any community liaison.
- d) Arrange venues for training when required.
- e) Complete all contractual documentation related to the employment contract of the temporary employees.

#### **5) Recruitment, Industrial Relations and Training activities: –**

- a) Identify, screen and nominate labour in accordance to requirements of the contractor in conjunction with ward representative
- b) Liaise between contractor and employees regarding wages and conditions of employment.
- c) Communicate daily with Contractor on labour issues i.e. numbers and skills of the employees.
- d) Identify potential labour disputes, unrest, strikes in advance.
- e) Assist in resolving minor disputes.
- f) Attend contract site meetings and report on community and / or labour issues at these meetings. (must be able to interpret Labour Relations dynamics amongst the workforce)
- g) Attend disciplinary hearings to ensure that hearings are fair and reasonable.
- h) Assist with training and education of the community regarding the correct usage of the services being installed /constructed.

### **C3.7.2 Minimum employment conditions for conventional construction works**

Contractors shall comply with the Basic Conditions of Employment Act (Act No 75 of 1997).

As a determination has not been made in terms of the aforesaid Act for the building sector, the minimum employment conditions which will apply to this



Contract shall be guided by the most recent Sectoral Determination: Civil Engineering Sector published in the Government Gazette.  
The following minimum conditions shall apply to this Contract and Contractors shall include such conditions in employment contracts:

#### **C3.7.2.1 Employment contracts**

The Contractor shall enter into an employment contract with every one of his/her employees, including short-term contracts i.e. contracts in which employment commencement and employment termination dates are specified. Short-term employment contracts will also apply an employee employed for only one day.

#### **C3.7.2.2 Normal working hours**

Normal working hours are from 07:00 to 17:00 from Monday to Friday. A tea break is taken from 09:00 to 09:15 and lunch from 12:30 to 13:00. Actual hours to work and be paid for is 9 hours per day. If a lunch break of one (1) hour is taken then the normal working day will be as follows:

- Morning work sessions from 07:00 to 12:00.
- Lunch break from 12:00 to 13:00.
- Afternoon sessions from 13:00 to 17:00.

#### **C3.7.2.3 Minimum wages**

- Minimum wages shall be according to the Government Gazetted rates for the Civil Engineering Sector for Eastern Province.
- For a full day's work the hourly rate shall be multiplied by 9.
- Normal 5-day week hours of work shall be 45 hours and the wage calculated according to the applicable hourly rate.
- Overtime pay shall be 1.5 times the ordinary wage.
- An employee shall be paid fortnightly.

#### **C3.7.2.4 Short time (excluding short time due to inclement weather)**

If for reasons, which may be ascribed to the employee, e.g. arriving late for work or taking an afternoon off, the hours not worked shall be deducted from the daily wage calculation.

#### **C3.7.2.5 Short time resulting from inclement weather**

- If the Contractor informs his/her employees that no work will be done the following day due to inclement weather, no payment will be due to the employee for such a day.
- If the Contractor has not informed his/her employees that no work will be done due to inclement weather and no work or less than four (4) hours of work is possible during a day, the Contractor must pay the employee for four (4) hours of work.

- If more than four (4) hours of work is done, the Contractor shall pay the employee for the number of hours worked.

#### **C3.7.2.6 Vacation leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to 1 day's paid leave for every seventeen (17) days the employee worked or was entitled to payment.

#### **C3.7.2.7 Family responsibility leave**

If an employee has been in full time employment for more than four (4) months, he/she shall be entitled to three days paid leave in a leave cycle of thirty-six (36) months of employment:

- When the employee's child is born.
- When the employee's child is sick.
- In the event of death of the employee's spouse or life partner, parent, grandparent, child or grandchild.

The employee shall provide the required proof to the Contractor of the event, failing which the leave shall be unpaid leave.

#### **C3.7.2.8 Maternity leave**

At least four (4) months unpaid leave.

#### **C3.7.2.9 Sick leave**

The employee shall be entitled to one (1) day's paid sick leave of normal wages for every twenty-six (26) days worked.

If an employee is absent for three (3) or more consecutive days, the employee shall provide a sick certificate from a registered medical practitioner to qualify for sick leave payment. If such certificate is not provided, no sick leave payment will be due to the employee.

#### **C3.7.2.10 Piece work**

Irrespective of the quantity of work done under a piece work system during a working week, the employee shall be entitled to a minimum of a week's wages determined as if no piece work applied.

The Contractor or employee may terminate an employment contract by giving notice of termination of not less than:

- On short period contracts i.e. a contract which states from which date work employment commences and on which day employment terminates, the terms of the employment contract shall apply.
- One week if employee has been employed for four (4) weeks or less, unless it is a short-term project.
- Two (2) weeks if employee has been employed for more than four (4) weeks but not more than one (1) year.
- Four (4) weeks if employee has been employed for more than one year.

### C3.7.3 Employment conditions for labour intensive works and construction

The Ministerial Determination, Special 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 scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

This clause contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

#### C3.7.3.1 Terminology

- “*department*” means any department of the State, implementing agent or contractor.
- “*employer*” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP.
- “*workers*” means any person working in an elementary occupation on a SPWP.
- “*elementary occupation*” means any occupation involving unskilled or semi-skilled work.
- “*management*” means any person employed by a department or implementing agency to administer or execute an SPWP.
- “*task*” means a fixed quantity of work.
- “*task-based work*” means work in which a worker is paid a fixed rate for performing a task.
- “*task-rated worker*” means a worker paid based on the number of tasks completed.
- “*time-rated worker*” means a worker paid based on the length of time worked.

#### C3.7.3.2 Terms of Work

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

#### C3.7.3.3 Normal Hours of Work

- An employer may not set tasks or hours of work that require a worker to work:
  - more than forty hours in any week.
  - on more than five days in any week; and
  - for more than eight hours on any day.

- 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.
- 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.

#### **C3.7.3.4 Meal Breaks**

- A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- An employer and worker may agree on longer meal breaks.
- 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.
- 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.

#### **C3.7.3.5 Special Conditions for Security Guards**

- A security guard may work up to 55 hours per week and up to eleven hours per day.
- 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.

#### **C3.7.3.6 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.

#### **C3.7.3.7 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”).

#### **C3.7.3.8 Work on Sundays and Public Holidays**

- A worker may only work on a Sunday or public holiday to perform emergency or security work.
- Work on Sundays is paid at the ordinary rate of pay.
- A task-rated worker who works on a public holiday must be paid:
  - The worker’s daily task rate, if the worker works for less than four hours.

- double the worker's daily task rate, if the worker works for more than four hours.
- A time-rated worker who works on public holiday must be paid:
  - the worker's daily rate of pay, if the worker works for less than four hours on the public holiday.
  - double the worker's daily rate of pay, if the worker works of more than four hours on the public holiday.

#### **C3.7.3.9 Sick Leave**

- Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- A worker who is unable to work on account of illness or injury is entitled to claim one day's sick leave for every full month that the worker has worked in terms of a contract.
- A worker may accumulate a maximum of twelve days' sick leave in a year.
- Accumulated sick-leave may not be transferred from one contract to another contract.
- An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- An employer must pay a time-rated worker the worker's daily rate for a day's sick leave.
- An employer must pay a worker sick pay on the worker's usual payday.
- 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:
  - absent from work for more than two consecutive days; or
  - absent from work on more than two occasions in any eight-week period.
- 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.
- 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 Disease Act.

#### **C3.7.3.10 Maternity Leave**

- A worker may take up to four consecutive month's unpaid maternity leave.

- A worker is not entitled to any payment or employment-related benefits during maternity leave.
- A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 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.
- A worker may begin maternity leave:
  - four weeks before the expected date of birth; or
  - on an earlier date:
    - 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
    - if agreed to between employer and worker; or
    - 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.
- 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.
- A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

#### **C3.7.3.11 Family Responsibility Leave**

- 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:
  - when the employee's child is born;
  - when the employee's child is sick;
  - in the event of a death of:
    - the employee's spouse or life partner;
    - the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

#### **C3.7.3.12 Statement of Conditions**

- An employer must give a worker a statement containing the following details at the start of employment
  - the employer's name and address and the name of the SPWP;

- the tasks or job that the worker is to perform; and
- the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- the worker's rate of pay and how this is to be calculated;
- the training that the worker will receive during the SPWP.
- An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- An employer must supply each worker with a copy of these conditions of employment.

#### **C3.7.3.13 Keeping Records**

- Every employer must keep a written record of at least the following:
  - the worker's name and position;
  - in the case of a task-rated worker, the number of tasks completed by the worker;
  - in the case of a time-rated worker, the time worked by the worker;
  - payments made to each worker.
- The employer must keep this record for a period of at least three years after the completion of the SPWP.

#### **C3.7.3.14 Payment**

- An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
- A task-rated worker will only be paid for tasks that have been completed.
- 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.
- A time-rated worker will be paid at the end of each month.
- Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- Payment in cash or by cheque must take place:
  - at the workplace or at a place agreed to by the worker;
  - during the worker's working hours or within fifteen minutes of the start or finish of work;
  - in a sealed envelope which becomes the property of the worker.
- An employer must give a worker the following information in writing:
  - the period for which payment is made;
  - the numbers of tasks completed or hours worked;
  - the worker's earnings;

- any money deducted from the payment;
- the actual amount paid to the worker.
- 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.
- 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.

#### **C3.7.3.15 Deductions**

- An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 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.
- An employer may not require or allow a worker to:
  - repay any payment except an overpayment previously made by the employer by mistake;
  - state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - pay the employer or any other person for having been employed.

#### **C3.7.3.16 Health and Safety**

- Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- A worker must:
  - work in a way that does not endanger his/her health and safety or that of any other person;
  - obey any health and safety instruction;
  - obey all health and safety rules of the SPWP;
  - use any personal protective equipment or clothing issued by the employer;
  - report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.



### **C3.7.3.17 Compensation for Injuries and Diseases**

- It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- A worker must report any work-related injury or occupational disease to their employer or manager.
- The employer must report the accident or disease to the Compensation Commissioner.
- 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.

### **C3.7.3.18 Termination**

- The employer may terminate the employment of a worker for good cause after following a fair procedure.
- A worker will not receive severance pay on termination.
- A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the manager the employer in advance to allow the employer to find a replacement.
- 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 of the balance for the 24-month period.
- 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.

### **C3.7.3.19 Certificate of Service**

- On the termination of employment, a worker is entitled to a certificate stating:
  - the worker's full name.
  - the name and address of the employer.
  - the SPWP on which the worker worked.
  - the work performed by the worker.
  - any training received by the worker as part of the SPWP.
  - the period for which the worker worked on the SPWP.
  - any other information agreed on by the employer and worker.

### C3.7.4 Labour intensive competencies of supervisory and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a relevant contractor grading designation be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

**TABLE 1: SKILLS PROGRAMME FOR SUPERVISORY AND MANAGEMENT STAFF**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader/ supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour intensive Construction Systems and Techniques	This unit standard must be completed, and  any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent/ Manager (i.e. the contractor's most senior representative that is resident on the site.	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

*Details of these skills programmes can be obtained from the CETA ETQA manager (e-mail: [Gerard@ceta.co.za](mailto:Gerard@ceta.co.za), Tel: 011 265 5900)*

## C3.7.5 Employment of unskilled and semi-skilled workers in labour-intensive works

### C3.7.5.1 Requirements for the Sourcing and Engagement of Labour

- Unskilled and semi-skilled labour require for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- The rate pay set for the SPWP is obtainable from department of labour and MHLONTLO Local LMs standard labour rates per task or per day.
- Tasks established by the contractor must such that:
  - the average worker completes 5 tasks per week in 40 hours or less; and
  - the weakest worker completes 5 tasks per week in 55 hours or less.
- The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of the above clause.
- The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
  - where the head of the household has less than a primary school education;
  - that have less than one full time person earning an income;
  - where subsistence agriculture is the source of income;
  - those who are not in receipt of any social security pension income.
- The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
  - 60 % women;
  - 20 % youth who are between the ages of 18 and 35; and
  - 2 % on persons with disabilities.

### C3.7.5.2 Specific Provisions Pertaining to SANS 1914-5

- Definitions:
  - Targeted labour: Unemployment persons who are employed as local labour on the project.
  - Contract participation goals
    - There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the

performance of the contract to enable the employment provided to targeted labour to be quantified.

- The wages and allowances used to calculate the contract participation goal shall, with respect to both time-related and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
- In terms of the conditions for the engagement of targeted labour (the provisions of clause 3.3.2 of SANS 1914-5), written contracts shall be entered into with targeted labour.
- Variations to SANS 1914-5:
  - The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
  - The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of formal training provided to targeted labour.

#### **C3.7.5.3 Training of Targeted Labour**

- a) The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
- c) A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works – Cinderella Makunike, Fax Number 012 328 6820 or email [cinderella.makunike@dpw.gov.za](mailto:cinderella.makunike@dpw.gov.za) Tel: 083 677 4026.
- d) The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is

employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

- e) The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
- f) An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of d) above.
- g) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

**C3.7.6 HEALTH & SAFETY SPECIFICATION**

***ISSUED IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993  
CONSTRUCTION REGULATIONS, 2014***

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## 1. Definitions

For the purpose of the General construction Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

- 1.1. **“Agent”** refers to an occupational health and safety practitioner, appointed by the MLM to act on its behalf, and who is appointed in writing.
- 1.2. **“Client”** refers to the MHLONTLO LOCAL Municipality
- 1.3. **“Competent person”** refers to any person having the knowledge, training, experience and qualifications specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;
- 1.4. **“Construction work”** refers to any work in connection with-
  - 1.4.1 the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
  - 1.4.2 the installation, erection, dismantling or maintenance of a fixed **plant** where such work includes the risk of a person falling;
  - 1.4.3 the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
  - 1.4.4 the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;
- 1.5 **“Contractor”** refers to a Contractor of the Principal Contractor, including the Principal Contractor himself
- 1.6 **“CR”** refers to the Construction Regulations, 2003

- 1.7 **“Excavation work”** means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.
- 1.8 **“Fall arrest equipment”** refers to equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts.
- 1.9 **“Fall prevention equipment”** refers to equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.
- 1.10 **“Fall protection plan”** refers to a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk. **“GCHSS”** refers to this document, the General Construction Health & Safety Specification
- 1.11 **“H&S”** refers to Health and Safety
- 1.12 **“HCS”** refers to Hazardous Chemical Substances
- 1.13 **“Health and Safety Plan”** refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
- 1.14 **“Health and Safety Specification”** refers to a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons.
- 1.15 **“Hot Work”** means any work where there is a fire or explosion risk, including but not limited to all welding, plasma cutting, LPG-or acetylene gas applications, grinding, work with flammable or explosive substances and work with chemicals with the potential of exothermic reactions.
- 1.16 **“Medical certificate of fitness”** means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa.
- 1.17 **“Method statement”** refers to a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.
- 1.18 **“MLM”** refers to the MHLONTLO LOCAL Municipality
- 1.19 **“OHS Act”** refers to the Occupational Health & Safety Act of 1993
- 1.20 **“OHSAS 18001”** refers to the Occupational Health & Safety Auditing System standard
- 1.21 **“Plant”** includes fixtures, fittings, implements, equipment, tools and appliances, and anything which is used for any purpose in connection with such plant.
- 1.22 **“Principal Contractor”** means an employer, as defined in [section 1](#) of [the OHS Act](#) who performs [construction work](#) and is appointed by the MLM to be in overall control and management of a part of, or the whole of a construction site.
- 1.23 **“Regulations”** refers to the Regulations issued under the Occupational Health & Safety Act.
- 1.24 **“Risk Assessment”** refers to the systematic & methodical assessment methodology utilised to identify hazards and risks to persons / plant and equipment and the corresponding listing of risk controls; the risk assessment must form part of the health and safety plan to be applied on a site of works



- 1.25 “S” refers to a Section in the Occupational Health & Safety Act of 1993.
- 1.26 “Site” refers to the factories, lands and other places, made available by the MLM for the purposes of the Contract, on, under, over, in, or through which the construction work is to be executed or carried out.
- 1.27 “Structure” includes:
- 1.27.1 Any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
  - 1.27.2 Any formwork, false work, [scaffold](#) or other structure designed or used to provide support or means of access during [construction work](#); or
  - 1.27.3 Any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more.
- 1.28 “Work Instruction” [WI] refers to a portion or the whole of a method statement which is essential to ensure employee competence with the relevant task.
- 1.29 “Standard” refers to the OHSAS 18001 auditing system standards covering OH&S management that is intended to provide the MLM with the elements of an effective OH&S management system that can help the MLM achieve OH&S and economic objectives. This OHSAS standard specifies requirements for an OH&S management system to enable the MLM to develop and implement a policy and objectives which take into account legal requirements and OH&S risks.

The Occupational Health and Safety Assessment Series Standard is a recognizable occupational health and safety management system standard against which management systems can be assessed and certified.

OHSAS 18001 has been developed to be compatible with the ISO 9001:2000 (Quality) and ISO 14001:2004 (Environmental) management systems standards, in order to facilitate the integration of quality, environmental occupational health and safety management systems by organizations.

## 2. INTRODUCTION TO THE GENERAL CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

- 2.1 The MLM aims to execute its health and safety duties as mandatory with the aim of ‘zero harm to all’. The MLM is further committed to ensuring that the highest standards of health and safety prevail for this purpose, the client’s duty of the MLM is bestowed on the Public Health Directorate, whose task it is to execute or manage all the statutory duties of the MLM as mandatory for construction.
- 2.2 This General Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993, Construction Regulation 4(1) (as amended). It applies to the Principal Contractor and to all other contractors and all persons who work on a construction project.
- 2.3 This GCHSS formulates the minimum requirements which must be met by Contractors and documented in the contractors’ health and safety plan. The specification is not a limited or exhaustive list of legal and corporate compliance requirements. By its very nature, construction work and its occupational health and safety hazards are dynamic; work methods, site conditions or occupational hazards may change or become apparent after the H&S specification’s development. The MLM requires each contractor to document and plan ongoing assessments of risks and review of controls in the H&S plan and file. Chapters included in this specification, which do not apply to a project, must be ignored.
- 2.4 The Principal Contractor must appoint contractors where applicable, for each part of the project and the contractor shall submit his H&S plan for approval to the Principal Contractor before commencement of the construction work. Additionally, to the requirements of Construction Regulation

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5(5), a Principal Contractor shall notify the MLM of every H&S plan which has been approved before commencement of the relevant contractor on the site.

- 2.5 Additional to the legal requirement of Construction Regulation 5(11), each sub-contractor appointed by a contractor of the Principal Contractor, must submit his H&S plan for approval to both the appointing contractor and the Principal Contractor; both the appointing contractor and the Principal Contractor shall approve the H&S plan before commencement of the relevant construction work.
- 2.6 The GCHSS does not replace the Construction Regulations, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
- 2.7 All Contractors are, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof. The controls of the approved H&S plans must be strictly and comprehensively implemented and maintained by all contractors.
- 2.8 *This Health & Safety Specification must be included in all tender documents for construction work. It shall be known within the MLM as the General Construction Health & Safety Specification.*
- 2.9 *It may be supplemented on various projects by a specific Construction Health & Safety Specification which deals with health & safety issues relevant to that specific project only.*
- 2.10 Through the Public Health Directorate, the MLM may appoint an Agent who shall (inter-alia) be responsible for the approval of all Principal Contractors' H&S Plans, for the auditing of the Principal Contractors' implementation thereof, and for maintaining the document control associated with the GCHSS. The Public Health Directorate shall ensure quality control of all agents appointed and shall ensure that no person is appointed as agent, unless the Public Health Directorate is reasonably satisfied that the person it intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by the statutes.

### **3 LIMITATION OF LIABILITY**

- 3.1 *The MLM and its agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the GCHSS or any project specific version thereof.*
- 3.2 *Contractors must ensure that work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.*
- 3.3 *Contractors must ensure that where the scope of work is changed or where, for whatever reason, additional or new risks are identified the H&S plan is adapted accordingly. Any change to the H&S plan must be approved by the Public Health Directorate or its agent. No such work, not included in the approved H&S plan, may be commenced unless discussed and finally approved by the Public Health Directorate or its agent.*
- 3.4 *The MLM and its agent shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.*
- 3.5 *Any other potential responsibility on the part of the MLM shall be dealt with in a Mandatory Agreement, as defined in Section 37(2) of the OHS Act. The signed contract must be included in the H&S plan.*
- 3.6 *Each contractor shall enter into a Section 37(2) mandatory agreement with the MLM prior to starting work on the site. It is the responsibility of the Principal Contractor to ensure that each contractor has a completed and signed Section 37(2) mandatory agreement with the MLM in the contractors' health and safety file on site.*

**4 PURPOSE OF THE GENERAL CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

4.1 The purpose of the GCHSS is for the specification to be used as a specific standard on which all Contractors' H&S Planning must be based.

4.2 The GCHSS will be applicable on any construction project within the MLM.

**5 IMPLEMENTATION OF THE GENERAL CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

5.1 This GCHSS forms an integral part of the Project Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers. It will be disseminated by the MLM to persons responsible for the design of structures, who will ensure that it is included in the Tender Document(s) issued to prospective Principal Contractors.

5.2 The prospective Principal Contractors shall allow in their tenders for the cost of complying with the requirements of the GCHSS. The H&S plan shall outline the budgeted costs for occupational health and safety, applicable to each construction project.

5.3 The signing by the Principal Contractor of the Contract with the MLM shall constitute acknowledgement that the Principal Contractor has familiarised himself with the content of the GCHSS and that he will comply with all obligations in respect thereof.

**6 SCOPE**

6.1 This GCHSS covers the general requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries on projects constructed or executed for the MLM.

6.2 The scope addresses legal compliance, hazard identification, risk assessment, risk control methodology and the promotion of a health and safety culture amongst those working on the MLM projects.

6.3 The GCHSS contains clauses that are generally applicable to building, engineering and construction and imposes controls associated with activities that impact on human health and safety.

6.4 The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this GCHSS.

6.5 The MLM, through the Public Health Directorate will monitor the Principal Contractor's compliance with the requirements of the OHSACT, Regulations and their H&S Plan.

**7 COMPENSATION OF OCCUPATIONAL INJURIES AND DISEASES**

7.1 The Principal Contractor shall submit proof of registration as an employer, and proof of Good Standing with the COIDA Commissioner in the H&S plan and prior to starting the work;

7.2 A copy of the Letter of Good Standing with the COIDA Commissioner must be included in the H&S Plan.

**8 NOTIFICATION OF INTENTION TO COMMENCE CONSTRUCTION WORK**

8.1 After receipt of the Letter of Acceptance from the MLM, the Principal Contractor shall notify the Provincial Director of the Department of Labour of a notifiable project before work commences.

8.2 The notification shall be similar in format to Annexure A in the Construction Regulations.

8.3 A copy of the notification letter to the Provincial Director and proof of notification must form part of the H&S Plan.

**9 COMPETENCY**

9.1 The H&S plan shall include signed letters of appointment of competent persons.

9.2 The competency of each person shall be documented in an attachment to the letter of appointment.

9.3 Such attachment shall contain verifiable evidence of the competent persons':

- 9.3.1 Knowledge; and
- 9.3.2 Training; and
- 9.3.3 Experience; and
- 9.3.4 Qualifications specific to the work or task for which the appointee is competent.

9.4 The Principal Contractor shall include a competency matrix linking the competent employees, as per the organisational chart, to the competency required as a result of the risk assessment. The competency matrix forms part of the methodology for assessing the Principal Contractors' overall competence as required in Construction Regulation.

## 10 CONSTRUCTION SAFETY OFFICER

- 10.1 The Principal Contractor shall appoint a fulltime competent person to function as Construction H&S Officer for the construction work at the MLM.
- 10.2 Proof of competence of the appointed construction safety officer must be included in the H&S Plan for approval by the MLM
- 10.3 The planned functions, including the applicable attendance, inspection- and audit procedure and forms applicable to the work of the Construction Safety Officer must be outlined in the H&S Plan.

## 11 PRINCIPAL CONTRACTOR'S HEALTH & SAFETY PLAN

- 11.1 The Principal Contractor shall submit an H&S Plan to the Public Health Directorate, in accordance with the legal requirements and the GCHSS, prior to work starting.
- 11.2 This plan must be presented to and approved by the Public Health Directorate or its agent prior to the site being handed over to the Principal Contractor.
- 11.3 The content of the H&S Plan shall follow a specific order as per Annexure A and include the following:
  - 11.3.1 A cover page indicating:
    - 11.3.1.1 The contract reference;
    - 11.3.1.2 The name and address of the Principal Contractor and its CEO;
    - 11.3.1.3 The name and signature of the designated person in terms of section 16(2) and of the Construction Supervisor;
    - 11.3.1.4 A space for the client and Agent to sign for approval;
  - 11.3.2 An index of the H&S Plan
  - 11.3.3 The Principal Contractors' Occupational Health and Safety Policy, if any;
  - 11.3.4 A detailed overview of the scope and activities of the project; such overview must identify all activities of the project in a chronological manner, following the planned progress of the project; the scope must include all work done by sub-contractors.
  - 11.3.5 An overview of the machinery and plant used in the project;
  - 11.3.6 An organisational chart of the competent staff deployed in the project, which identifies legal appointments and responsibilities (see Annexure C); the chart must refer to the proof of competence of each person.
  - 11.3.7 A hazard identification and risk assessment based on the scope of work as defined in 11.3.4. and the machinery identified in 11.3.5;
  - 11.3.8 An overview of the management controls, with reference to the hazard identification and risk assessment, to ensure compliance with legislation and the relevant sections of the GCHSS; these controls shall be documented in method statements addressing engineering- and administrative risk control.
  - 11.3.9 All relevant documents, appointment letters, programmes, instructions, inspection register templates, etc. to support each section of the H&S Plan. Where practical, such documents

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may be inserted in the H&S file; the H&S file, together with the H&S plan may be submitted for approval by the Public Health Directorate.

- 11.3.10 The Public Health Directorate shall assess and discuss, where applicable, the contents of the H&S plan with the Principal Contractor. The assessment systematically verifies compliance of the H&S plan with the statutory requirements and with the requirements in the H&S specification. The assessment is done in accordance with the MLM H&S procedure for the assessment of construction H&S plans

## 12 HAZARD IDENTIFICATION AND RISK ASSESSMENT

- 12.1 Interfacing with the Public Health Directorate's H&S structures, a pre-construction baseline risk assessment shall be conducted by the MLM project management team at the pre- construction work / project stage, prior to releasing any tender documentation.
- 12.2 The Principal Contractor shall appoint a competent person to perform a baseline and issue-based hazard identification and risk assessment. The competent persons' proof of training as a risk assessor shall be attached to the letter of appointment.
- 12.3 The baseline assessment shall be included in the H&S Plan.
- 12.4 Risk assessments of all risk-bearing activities identified in the scope of work shall form an integral part of the H&S Plan.
- 12.5 The risk assessment must be based on the scope of work, the materials required and the machinery used.
- 12.6 The risk assessment must refer to all controls which the Contractor plans to put in place.
- 12.7 All risk assessments shall be conducted in terms of an acceptable and documented methodology, prior to commencement of work and in accordance with the provisions of the CR.
- 12.8 The methodology shall ensure that:
- 12.8.1 For each hazardous event, hazards must be identified separately and the risk assessment and identification of controls must be documented separately.
  - 12.8.2 Risk scoring must, at least, identify a residual risk.
  - 12.8.3 Risk controls are referenced to the planning in the H&S plan.
  - 12.8.4 A risk register, listing the residual risks from highest to lowest must be included in the baseline risk assessment.

## 13 HEALTH & SAFETY FILE

- 13.1 The Principal Contractor shall provide and maintain a H&S File, containing all relevant documents as prescribed in the OHS Act and Regulations and all records referred to in the H&S Plan.
- 13.2 The H&S file, in its original start-up format, shall be presented to the Public Health Directorate together with the H&S plan during the discussions for final approval.
- 13.3 The H&S File shall be kept on the construction site and available for inspection by the MLM, its Agent, or the Department of Labour's Inspectors.
- 13.4 The H&S File shall include an index as per Annexure B.
- 13.5 The H&S File becomes the property of the MLM after completion of the project.

**14 INDUCTION**

- 14.1 The Principal Contractor shall develop a job- or project-specific induction training programme in health and safety, based on the risk assessment, to ensure that all employees on site are conversant with:
- 14.1.1 The risks of the construction project
  - 14.1.2 The controls documented in the H&S Plan
  - 14.1.3 The role they are expected to play in ensuring health and safety on the construction site.
- 14.2 The Principal Contractor shall ensure that all employees are competent in the induction training before commencing duties on site.
- 14.3 The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S Plan.
- 14.4 When working in or close to production areas or areas where the MLM employees, visitors or stakeholders are working, each employee of a contractor accessing the site, including management, shall complete the MLM induction; Each contractor shall ensure that none of his employees accesses the MLM site/s unless having been inducted by the MLM.

**15 HEALTH AND SAFETY TRAINING AND ONGOING RISK COMPETENCY**

- 15.1 The Principal Contractor shall ensure that daily pre-task health and safety instructions are given to all employees.
- 15.2 The methods for ensuring that daily pre-task instructions or start-up talks or toolbox talks occur, including the method of documenting the contents and attendance, shall be described in the H&S Plan.
- 15.3 Competency of employees and ongoing training in H&S matters shall be documented by including a training matrix indicating; occupation, employee name & surname, subject matter, date of training, reference number and employees' competency in safe working processes:
- 15.3.1 Each applicable safe work instruction must be included in the H&S Plan;
  - 15.3.2 The method of training and ensuring competence must be included in the H&S Plan.

**16 INSPECTION, MONITORING AND REPORTING**

- 16.1 The Principal Contractor shall carry out daily safety inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.
- 16.2 The H&S plan shall contain an inspection schedule addressing all identified risks; the schedule and contents of the inspection shall be relative to the residual risks.
- 16.3 The Construction Supervisor and Safety Officer shall perform regular inspections and document these in the H&S File.
- 16.4 The relevant inspection templates and the frequency of inspections shall be included in the H&S Plan.
- 16.5 The H&S Plan shall contain a list and template of all statutory inspection registers which shall be kept on site:
- 16.5.1 The templates must correlate with the machinery and equipment listed on site;
  - 16.5.2 The inspector responsible for the inspection and maintenance of the register must be appointed in writing, and competency must be documented.

**17 INCIDENT MANAGEMENT [INCIDENTS, ACCIDENTS AND EMERGENCIES]**

- 17.1 All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.
- 17.2 Each H&S incident and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S Plan.
- 17.3 Every incident in which an employee sustains any form of injury shall be reported to the Public Health Directorate or its Agent within the working shift in which the incident occurs. Section 24 of the OHS Act incidents shall be reported in the prescribed manner to the Department of Labour, to the COIDA Compensation Commissioner in the prescribed manner [Annexure 1 & WCL2] and to the MLM Public Health Directorate or its Agent
- 17.4 A record of all incidents and investigations shall be kept in the health and safety file.
- 17.5 A record / register [matrix] shall be kept to indicate the categories of injuries [first aid / IOD non-disabling, IOD Disabling and dangerous occurrences] sustained by employees, visitors and sub-contractors to date.
- 17.6 Each contractor shall ensure that a proper incident reporting and investigation management procedure is documented and a site emergency procedure is formulated, documented, implemented (drills) and is available on site, outlined in detail, and included in the H&S Plan. The emergency arrangements shall be displayed on site and shall include:
- 17.6.1 A comprehensive emergency and evacuation plan;
  - 17.6.2 An site specific emergency evacuation top down plan/flow chart;
  - 17.6.3 An updated list of emergency telephone numbers.

**18 AUDITS AND INSPECTIONS**

- 18.1 The Public Health Directorate shall perform regular inspections and audits of the construction site. Unsafe work will be stopped. All inspections and audits are done in accordance with the MLM H&S procedure for the audit and inspection of construction sites.
- 18.2 Records of audits shall be kept in the H&S File together with a record of any non-conformance report/s, investigation and corrective & preventative actions required by the Principal Contractor.
- 18.3 The Principal Contractor's H&S Plan shall document the corrective and preventative action procedure applicable to the project, including the planned method to ensure that non-conformities are managed immediately.
- 18.4 The MLM or its Agent shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.
- 18.5 The Principal Contractor shall conduct regular health & safety audits (at least once a month) to ensure compliance with the OHS Act, its Regulations and the Contractors' H&S Plan. Each contractor on site, whether appointed by the Principal Contractor or by any of his sub-contractors shall be audited by the Principal Contractor. The H&S plan of the Principal Contractor shall include a contractor's auditing procedure, template and schedule.
- 18.6 The Principal Contractor shall stop all or any work activity which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.

**19 PERSONAL PROTECTIVE EQUIPMENT (PPE) AND CLOTHING**

- 19.1 The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the PPE needs analysis and indicated in the risk assessment.
- 19.2 The Principal Contractor shall document the procedure applicable for the issue, use and replacement criteria of PPE in the H&S plan.
- 19.3 All the contractors' employees shall wear; full length overalls, and shall wear clearly visible identification with respect to their employer.
- 19.4 All employees performing construction work at the MLM shall wear steel-capped safety boots.
- 19.5 The H&S Plan shall contain an outline of the PPE to be used, the management of such PPE on site, including the issuing of PPE, training in the safe use of PPE, overnight storage, any sanitising of PPE and the disposal of PPE.
- 19.6 Contaminated PPE shall be disposed of in the prescribed manner as referenced in the OHS Act - HCS Regulations and to an approved waste disposal site

**20 OCCUPATIONAL HEALTH AND SAFETY SIGNAGE**

- 20.1 The Principal Contractor shall erect and maintain quality mandatory, warning, general information, prohibiting and firefighting safety signage.
- 20.2 The signage shall reflect through text & symbolic, all the risks identified in the H&S plan that necessitate the use of PPE as a control factor, including but not be limited to:
- 20.2.1 A warning on construction activities;
  - 20.2.2 Access restrictions;
  - 20.2.3 The name and telephone number of the responsible person(s);
  - 20.2.4 Emergency telephone number(s);
  - 20.2.5 PPE to be worn at the particular site;
  - 20.2.6 Where falling objects may occur, relevant barricading and warning signs must be erected;

**21 SUB-CONTRACTORS**

- 21.1 Sub-contractors must be given a copy of this general H&S Specification and any additional specification issued by Principal Contractor, the MLM or the Public Health Directorate, and shall comply with these specifications integrally.
- 21.2 The H&S specification applicable to every sub-contractor issued by the Principal Contractor shall be included in the H&S Plan of the Principal Contractor.
- 21.3 The Principal Contractor shall ensure that all sub-contractors on site, including sub-contractors of his sub-contractors plan the construction work in an H&S Plan, approved by the Principal Contractor.
- 21.4 Principal Contractors shall ensure that sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHS Act and all other relevant legislation.
- 21.5 Monthly audits of all sub-contractors must be recorded and filed in the H&S File, for inspection by the MLM or its Agent.
- 21.6 All sub-contractor H&S Plans and Files must strictly follow the Contents and Numbering system as per Annexure A and B.
- 21.7 The H&S Plan must include the Principal Contractor's actions to ensure that all sub-contractors fully comply with the Regulations, including but not limited to:



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- 21.7.1 The H&S Plans of sub-contractors, after approval by the Principal Contractor; where sub contractors' H&S plans are approved later in the project, the letter of approval shall be copied to the Public Health Directorate
- 21.7.2 A signed agreement in terms of Section 37(2) between the Principal Contractor and every sub-contractor and a template of such agreement.
- 21.7.3 A maintained list of all contractors, the date of approval of their respective H&S plan, their registration number with COIDA, the name and telephone number of the Contractors' Construction Supervisor and the date of the last audit of the sub-contractor by the Principal Contractor.

**22 PUBLIC HEALTH AND SAFETY**

- 22.1 Appropriate health and safety signage shall be posted; the type of signage planned for must be documented in the H&S Plan.
- 22.2 The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks. The template induction and record shall be included in the H&S plan.
- 22.3 No construction work shall be performed, where there is a risk of the activity affecting the MLM employees, the MLM production processes or where there is risk that the MLM employees access the construction site, unless defined through a Specific Construction H&S Specification.
- 22.4 Where the need for public barricading is identified in the risk assessment or in a specific construction H&S Specification, the Principal Contractor shall document a method statement for the erection, maintenance and control of barricades or fences and controlled access points, to prevent the entry of unauthorized persons.
- 22.5 Where the need for traffic deviation is identified in the risk assessment or in a specific construction H&S Specification, the Contractor shall perform an issue based risk assessment and document a method statement compliant to the relevant traffic ordinances and traffic controls standards; the method statement shall include competence of traffic officers, flagmen and operators of traffic control equipment.

**23 NIGHT WORK AND AFTER-HOUR'S WORK**

- 23.1 No night work shall be performed unless authorised by the MLM or its Agent.
- 23.2 Where applicable the risk assessment and method statements in the H&S plan shall include night risks including but not limited to excavations, road obstructions, traffic obstructions or deviation, night security, after hours delivery.
- 23.3 Where applicable the risk assessment and method statements in the H&S plan shall include after hour work and the safe management thereof.

**24 FACILITIES MANAGEMENT [FACILITIES FOR EMPLOYEES]**

- 24.1 The Principal Contractor shall document the construction site's method to ensure the statutory application of employee's rights in terms of employee facilities as defined in the OHS Act, the General Safety Regulations and the Construction Regulation, including:
  - 24.1.1 The provision of facilities for safekeeping and changing;
  - 24.1.2 The method of ensuring that employees requiring to change on site can do so in privacy;
  - 24.1.3 The provision of an eating area;
  - 24.1.4 The provision and maintenance of sufficient toilets and showers / washing / cleaning on site.

- 24.2 Where the construction work includes access to production or utility areas, such access shall be planned and authorised by the MLM or the Public Health Directorate.

## 25 HEALTH AND SAFETY REPRESENTATIVES AND COMMITTEES

- 25.1 The Principal Contractor and all contractors must ensure that for any workplace where more than 20 employees work, the minimum legislative prescribed number of Health and Safety Representatives in a ratio of 1:50 employees be nominated, elected, designated in writing and trained to carry out their prescribed functions.
- 25.2 In areas where twenty (20) or less employees are engaged in an activity, at least one Health and Safety Representative shall be designated in writing and operate as above.
- 25.3 Health and Safety Representatives shall be required to conduct monthly inspections within their area of responsibility; all deviations recorded must immediately be reported to the Construction Supervisor and Construction Safety Officer where applicable and appropriate action must immediately be taken to eliminate the identified health or safety hazard.
- 25.4 The Principal Contractor shall ensure that Health and Safety Committee meetings are held monthly and are chaired by the Construction Supervisor. Meeting agendas and minutes shall be filed in the H&S file.
- 25.5 The H&S plan shall include a Work Instruction (WI) on the management of H&S representatives and committees.

## 26 HOUSEKEEPING, STACKING, STORAGE, DROP ZONES AND LAY-DOWN AREAS

- DROP ZONE = *AN ELEVATED AREA WITHIN THE WORKING ENVIRONMENT WHERE THERE IS A POTENTIAL RISK OF FALLING MATERIALS AND OR OBJECTS THAT MAY CAUSE INJURIES*
- LAY-DOWN AREA = *AN AREA WHERE MATERIALS, EQUIPMENT AND SUNDRY IS STAGED THAT IS REQUIRED FOR PROJECT RELATED PURPOSES*

- 26.1 The principal contractor shall appoint a person responsible for general housekeeping, and stacking and storage of materials and equipment on the entire site.
- 26.2 Where the baseline risk assessment *identified* the risk of falling tools, items, objects and materials, the area shall be barriered or demarcated, appropriate warning signage installed and such hazards included in a method statement & issue based risk assessment prior to or when work activities are performed within such zones. Furthermore, the same stipulation is required for site lay-down areas where equipment, plant, materials, substances and other items are stored / staged for the site project works. A method statement & issue based risk assessment must be generated for the safe raising and lowering of materials, equipment and plant to ensure safe management of the lay-down area. A lifting and lowering work instruction shall be included in the H&S Plan.
- 26.3 Stacking and storage areas shall be clearly defined and demarcated on the site with the appropriate symbolic signs.
- 26.4 Offloading of building materials equipment and plant shall occur under the direct supervision of the appointed person responsible for general housekeeping, and stacking and storage.
- 26.5 Where offloading may occur after normal working hours, a method statement and risk assessment for such offloading will be included in the H&S plan.

**27 WASTE MANAGEMENT**

- 27.1 The principal contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;
- 27.2 No waste, including scrap, debris, hazardous waste, combustible materials and containers shall accumulate on the construction site;
- 27.3 The principal contractor shall document a waste management method statement in the H&S Plan. Such method statement shall include all liquid, gaseous or solid waste produced during the construction process and shall define appropriate legislative - Local & National required waste management & disposal requirements.

**28 OCCUPATIONAL HEALTH**

- 28.1 The H&S Plan shall include all medical certificates of fitness for those employees legally requiring such.
- 28.2 Medical certificates must be issued by an occupational medical practitioner after personally performing the medical tests
- 28.3 Medical certificates must be on the doctors' letter head and conform to the applicable statutory requirements.

**29 FIRST AID MANAGEMENT**

- 29.1 Principal Contractors & sub-contractors shall ensure that every site where they are engaged in work activities, has adequately trained first aiders at all times.
- 29.2 Where high risk substances, toxic, corrosive or similar hazardous substances are used, handled, or processed, the Principal Contractor shall ensure that the First Aider is trained in the first aid procedures to treat injuries that may result from such activities.
- 29.3 First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.
- 29.4 Such first aid box/s shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment.
- 29.5 All the above first aid controls, including the letter of appointment, proof of competency, signage, injury-record and stock-control registers shall be documented in the H&S Plan.

**30 ACCESS AND TRAFFIC MANAGEMENT**

- 30.1 Where access to the construction site or to the MLM has been identified as a risk, an 'Access and traffic' method statement shall be included in the H&S Plan.
- 30.2 The risk of all traffic arrangements included in the scope of the work shall be assessed and a traffic control method statement included in the H&S plan. Any alteration to this method statement during the course of the project shall be assessed and, where applicable, any amended & reviewed method statement shall be presented to the Public Health Directorate prior to being implemented.

**31 WORK WITHIN OPERATIONAL AREAS OF THE MLM**

- 31.1 The Principal Contractor shall ensure that all employees working inside municipal buildings in which business is conducted have been subjected to the required induction.

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- 31.2 The Principal Contractor shall discuss and agree with the MLM contract manager and the health and safety officer responsible for that directorate in order to define the procedure and subject matter for induction.
- 31.3 Such health and safety induction shall, as a minimum, include instructions with respect to emergency exits, location of fire equipment, smoking arrangements, mustering points, special hazards in the building and housekeeping arrangements.

**32 HOT WORK, FIRE RISKS, FIRE EXTINGUISHERS AND FIRE FIGHTING EQUIPMENT**

- 32.1 No open fires are allowed on site.
- 32.2 No smoking is allowed on site, except in designated smoke areas, identified in the H&S Plan.
- 32.3 All combustible and all flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S Plan.
- 32.4 Where hot work is performed on a production site, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.
- 32.5 The Principal Contractor shall provide suitable fire extinguishers, as defined in the H&S controls, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
- 32.6 Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers. The following are minimum requirements for competency in the use of a fire extinguishers:
- 32.6.1 At least one employee on each construction site;
  - 32.6.2 All employees engaged in hot work;
  - 32.6.3 All store men;
  - 32.6.4 All persons involved in re-fuelling;
  - 32.6.5 All persons handling flammable substances;
- 32.7 The fire extinguisher inspection register, the inspection methodology and the letter of appointment of the competent inspector shall be included in the H&S Plan.

**33 LIVE ENERGY WORK**

- 33.1 Where live energy work (electrical-, chemical-, pneumatic-, hydraulic-, gravity and or kinetic energy) will be done, a competent person shall be appointed.
- 33.2 Where live energy work is planned, the H&S Plan shall include:
- 33.2.1 Proof of competency and signed letters of appointment of the responsible person;
  - 33.2.2 The 'dangerous work, method statement' and its interface with the MLM and relevant documents;
  - 33.2.3 A Zero Potential, Energy-Purge, Lock Out and Tag Out method statement;
  - 33.2.4 The method statement, shall apply at all times.

**34 WORK IN CONFINED SPACES**

- 34.1 Confined space work shall not be performed unless defined through a Specific Construction H&S Specification.

- 34.2 Where confined space work is performed, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface shall be documented in the H&S Plan.
- 34.3 A method statement and issue based risk assessment for all confined space work must be presented in the H&S Plan or prior to such work starting.

### **35 ELEVATED WORK [FALL PROTECTION AND WORK ON HEIGHTS]**

- 35.1 The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to prepare a fall protection plan, in terms of CR 8, together with the signed letter of appointment, in the H&S Plan.
- 35.2 The fall protection plan shall strictly comply with the requirements of the OHS Act. Besides the legal requirements, the plan shall include:
- 35.2.1 A method statement and risk assessment of all work at heights or work with a risk of falling;
  - 35.2.2 All risk controls and method statement relevant to heights work;
  - 35.2.3 Fall prevention methods applicable to the project;
  - 35.2.4 Fall arrest methods applicable to the project;
  - 35.2.5 Fall recovery method applicable to the project;
  - 35.2.6 Attachment methods and points and the management thereof;
- 35.2.6.1 The method to ensure that employees working at heights present is fit for heights-duty
- 35.3 The contractor shall ensure that:
- 35.3.1 All heights work is planned. Its risks are assessed and all heights work forms part of the daily safe task instructions;
  - 35.3.2 Only trained and competent persons with a valid medical certificate of fitness are permitted to work on heights;
  - 35.3.3 All medical certificates of fitness for heights work are issued by a registered occupational medical practitioner and are included in the H&S Plan;
  - 35.3.4 All elevated areas are reached by means of a ladder, scaffold or man cage; and climbing on machinery, installations or make-shift means of access is not permitted; where work, with a risk of falling, is to be performed from structures other than ladders, scaffolds or a man cage, such work will be documented in a method statement, which must be approved by the Public Health Directorate
  - 35.3.5 No persons are allowed to work under an area where there is a risk of falling tools or materials;
  - 35.3.6 All openings through which persons can fall are closed off with material which can support the weight of a person; such material shall be permanently fixed over the opening; where such openings are present, clear signs will indicate this at all access points;
  - 35.3.7 Where openings cannot be closed, a sturdy barricade of at least 1.5 m high, which adequately prevents persons (100kg) from falling through the opening, shall be in place at all times.
  - 35.3.8 A copy of the fall protection plan, the signed appointment letter and proof of competency must be included in the H&S Plan.
  - 35.3.9 Where elevated work is performed in production areas or where the elevated work may affect the MLM 's employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish dangerous work permission; such interface will be documented in the H&S Plan.

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- 35.3.10 No contractor shall access any of the existing MLM properties sheeted roofs unless defined through a Specific Construction H&S Specification.
- 35.3.11 No work on existing MLM buildings, including windows, roofs, stacks, shall be performed unless defined through a Specific Construction H&S Specification issued by the Public Health Directorate.
- 35.3.12 Where the use of harnesses is indicated in the fall protection plan, the H&S Plan shall contain the following:
- 35.3.12.1 The need for the use of fall prevention-or fall arrest harnesses; [double lanyard type)
  - 35.3.12.2 The safe application, attachment and maintenance processes for harnesses;
  - 35.3.12.3 The type of hook to be used and the attachment points applicable to the heights work;
  - 35.3.12.4 The method of storing the harnesses when not in use;
  - 35.3.12.5 The method and register for the safety inspection of harnesses.
- 35.3.13 Where a fall-risk is identified in work requiring access to roofs or free-standing structures with a residual fall risk, a life line will be made available and used at all times; the life line will be designed and erected by a competent person appointed in writing; a life line inspection method and record will be included in the H&S Plan;

**36 LADDERS**

- 36.1 Ladders shall be compliant with statutory requirements.
- 36.2 Ladders shall only be used for the purpose for which they are designed.
- 36.3 Ladders shall be inspected regularly and the record of the inspection shall be kept in the H&S file.
- 36.4 A-frame ladders shall have a patent spreader bar system.
- 36.5 Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.
- 36.6 No ladders shall be accessed by any person unless held in place by a fixed installation or a buddy.

**37 EXCAVATION WORK**

- 37.1 The Principal Contractor shall submit the name and proof of competency of the competent person who has been appointed to supervise all excavation work, in terms of Regulation 11.
- 37.2 Should the opinion of a professional engineer or professional technologist be sought, in terms of CR 11(3)(b)(ii)(b), the Principal Contractor shall submit the name and the curriculum vitae of the said professional.
- 37.3 Proof of competency and the appointment letters must form part of the H&S Plan.
- 37.4 The records of the inspections contemplated in CR 11(3)(h) shall be maintained in the H&S File; a template of the register shall be included in the H&S Plan.
- 37.5 The Principal Contractor shall make provision in his tender for all shoring, dewatering or drainage of any excavation unless otherwise stipulated in the Contract.
- 37.6 The Principal Contractor shall make sure that:
- 37.6.1 The excavations are inspected before the shift starts and that a record is kept; the record template shall be included in the H&S Plan.
  - 37.6.2 There are no unguarded excavations, regardless of depth;

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- 37.6.3 Guarding of excavation must be of solid and sturdy material so as to prevent persons from falling into the excavation; **barrier tape alone is not sufficient.**
- 37.6.4 No person is allowed to work in or near an excavation which has any instability that is not adequately protected, shored or braced.
- 37.6.5 No load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to collapse or endanger the safety of any person - spoil to be moved back minimum of 1m.
- 37.6.6 Safe means of access and exiting is provided at every excavation.
- 37.6.7 Any open excavation is backfilled at the end of each shift, unless a method statement managing open excavations is included in the H&S plan. Such method statement shall be assessed and approved by the Public Health Directorate

37.7 Detailed method statements and risk assessments, including but not limited to depth of excavation, anticipated stability, battering, shoring, bracing, length of excavation, proximity to the public and duration of exposure shall be included in the H&S Plan.

37.8 Where excavation work may interface with existing services; surface-, below-ground- or aerial-services, method statements and risk assessments shall include the location-, exposure- and rendering safe of such services; method statements and risk assessments shall also include work above or underneath such services.

### 38 EXPLOSIVES AND BLASTING

- 38.1 The Principal Contractor shall ensure that the use of explosives and blasting (where required) be undertaken by a competent specialist contractor, with proven track record in the type of work to be performed.
- 38.2 The letter of appointment and proof of competency must be included in the H&S Plan.
- 38.3 A method statement and risk assessment encompassing all processes of working with explosives, blasting and potential blasting non conformities shall be included in the H&S Plan.
- 38.4 No use of explosives or blasting shall be planned unless such need and the applicable conditions are defined through a Specific Construction H&S Specification issued by the Public Health Directorate.

### 39 DEMOLITION WORK

- 39.1 Demolition must be addressed through the method statement and risk assessment process and, both of which must be included in the H&S Plan.
- 39.2 The method statement must include the engineering survey, where applicable, and shall be approved in writing by the MLM-appointed designer (engineer) or another person appointed by the MLM, its agent or the Public Health Directorate.
  - 39.2.1 The H&S Plan must document the name, signed letter of appointment and competency of the competent person who has been appointed to supervise all demolition work.
  - 39.2.2 The Principal Contractor shall ensure that demolition work complies with CR 12 at all times.
  - 39.2.3 Safe work instructions for employees working on demolition must be documented in the H&S Plan.
  - 39.2.4 No demolition work shall be performed unless defined through a Specific Demolition H&S Specification.
  - 39.2.5 Demolished materials, which are not used on site, must be removed off site within the shorted delay. The staging, removal and disposal activities and procedures must be covered in a Work Instruction (WI) that will include the separation methodology and disposal medium and is to be recorded, ensuring a cradle to grave compliance of all demolished materials. Such activities shall be referenced in the Waste Management Method Statement

**40 ELECTRICAL INSTALLATIONS AND MACHINERY**

- 40.1 All electrical installations and cables shall be deemed to be “alive” and, where applicable, the Principal Contractor shall take adequate steps to ensure that employees, including the MLM employees and members of the public are prevented from accessing any electrical cables and equipment.
- 40.2 The Principal Contractor shall not allow or permit any of his personnel to work on or manhandle any electrical reticulation equipment (Distribution Boards, transformers, Switchgear etc), unless explicitly authorised by the MLM or the Public Health Directorate.
- 40.3 Where work is performed on existing structures or where work is performed in production areas or where the work may affect the MLM employees, visitors or stakeholders, the principal contractor shall communicate with the Public Health Directorate and plan all electrical work prior to any work on the MLM electrical reticulations starting.
- 40.4 Such planning shall be documented in a method statement and risk assessment and included in the H&S Plan.
- 40.5 The Principal Contractor shall appoint a competent person to identify and inspect all exposed underground cables, overhead cables and any electrical installations such as transformers or distribution boxes, to ensure that these are not a hazard to employees or to members of the public. The competent person shall inspect all temporary electrical installations and machinery at least once a week and recorded in a register.
- 40.6 The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S Plan.
- 40.7 The principal Contractor shall ensure that all electrical testing equipment to be used on the MLM site has a valid calibration certificate and that a calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.
- 40.8 Any unsafe condition shall be reported immediately to the Public Health Directorate and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.
- 40.9 No live electrical work shall be performed unless defined through a Specific Construction H&S Specification.
- 40.10 Where live electrical work is to be performed in an MLM production area or potentially affecting the production areas or where the work may affect the MLM employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate in order to establish work permission.
- 40.11 *Where the need arise to de-energise plant & equipment, permission for the de-energisation of energy sources and lock out requirements shall be obtained via the Public Health Directorate or project engineer in order to establish work permission and permit controls; such interface will be documented in the H&S Plan.*
- 40.12 The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. No electrical extension leads or fixed machinery to be used during the project work, shall be allowed to have any joined leads.
- 40.13 The letter of appointment and template of the inspection register shall be included in the H&S Plan.
- 40.14 The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.
- 40.14.1 All portable electrical equipment must be on a register and be inspected monthly by a SHE Representative.



- 40.14.2 Identify and record all portable electrical equipment in a register.
  - 40.14.3 Ensure that regular checks are carried out according to the requirements of the equipment usage.
  - 40.14.4 The frequency must, depending on circumstances, be determined by a competent person to ensure maximum safety.
  - 40.14.5 The user is responsible that all identified defects of electrical equipment are reported.
  - 40.14.6 Remove faulty portable electric equipment from use.
  - 40.14.7 Determine the frequency of polarity tests and, depending on circumstances, be determined by a competent person to ensure maximum safety
- 40.15 Where temporary installations are installed, including those in the site office or employee facilities, a COC for these installations shall be included in the H&S File.
- 40.16 Where applicable, the contractor shall include a method statement covering dangerous work w.r.t electrical installations and include it in the H&S Plan.
- 40.17 Where applicable, the contractor shall include a zero Potential, Lock Out and Tag-Out method statement and safe work instruction(s) in the H&S Plan.

#### **41 FORM WORK AND SUPPORT WORK**

- 41.1 The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all formwork and support work operations in terms of CR 10; the H&S Plan must include the signed letters of appointment and the proof of competency.
- 41.2 The H&S Plan shall include a comprehensive method statement ensuring health and safety controls, of all risks assessed i.r.o the erection and removal of form work and support work and with the concrete casting of the structures.
- 41.3 The Principal Contractor shall ensure that all formwork and support work complies with the requirements of the OHS Act and Regulations. [Method statement and issue based risk assessment shall be generated prior to activities commencing].
- 41.4 Form work designers, supervisors, erectors and inspectors must be formally trained and certified competent.
- 41.5 Support work must be clearly tagged with safety signage and inspected prior to load bearing and daily thereafter.
- 41.6 Inspections of support work must be documented in a register; a template of the register shall be included in the H&S Plan.
- 41.7 All Support structures must be differentiated from scaffolds; where access is required, such access must be means of a ladder only.
- 41.8 Formwork and support work erectors working at heights must attach a fall prevention harness at all times to safe structures, or plant where appropriate; the double lanyards must be fitted with safe and sufficient strength hooks [steel line hook (small) or scaffold line hook (large), allowing it to be attachment to a point of anchorage. Where such anchorage is not available, anchorage points shall be made available and life lines erected when and where necessary.
- 41.9 The H&S Plan shall include the safe work instruction applicable to all employees working on form work and support work and the method of ensuring competency.

#### **42 SCAFFOLDING [ACCESSING AND DESCENDING SCAFFOLDING / SUSPENDED SCAFFOLDING]**

- 42.1 The Principal Contractor shall submit the appointment letter of the competent person(s) appointed to supervise all scaffolding operations, in terms of CR 14; the H&S Plan must include the signed letters of appointment and the proof of competency.

- 42.2 The H&S Plan shall include a comprehensive method statement ensuring health and safety controls of all risks assessed with the erection, work on and removal of scaffolds.
- 42.3 The Principal Contractor shall ensure that all scaffolding complies with the requirements of the OHS Act and Regulations.
- 42.4 Scaffold erectors and inspectors must be formally trained and certified competent; such training must conform to the requirements of SANS 10085-1.
- 42.5 Scaffolds must be clearly tagged with safe access signage; scaffolds must be inspected daily prior to use and weekly by the scaffold inspector.
- 42.6 Inspections by the scaffold inspector must be documented on the scaffold tag and in a register; a template of the tag and of the register shall be included in the H&S Plan. Daily pre-start inspections of all scaffolds must be planned for in the H&S plan.
- 42.7 All scaffolds must only be accessed with a ladder fitted inside the scaffold and extending to at least 90 cm above the working surface.
- 42.8 All scaffold decks must be fitted with safety rails and toe-boards / kick-plates so as to prevent persons working there from falling through or off.
- 42.9 Scaffold erectors must attach a fall prevention harness at all times; the double lanyards must be fitted with scaffold hooks only
- 42.10 The H&S Plan shall include the safe work instruction applicable to all employees working on scaffolds and the method of ensuring competency.

### **43 PILING OPERATIONS**

- 43.1 The Principal Contractor shall ensure that piling, (where required) is undertaken by a competent specialist contractor, or a Contractor with proven record in the type of work to be performed.
- 43.2 Risk assessments, method statements and safe work instructions shall be submitted as part of the H&S Plan.
- 43.3 No piling activities shall be performed unless defined through a Specific Construction H&S Specification.

### **44 CONSTRUCTION PLANT, [INCLUDING RENTED / HIRED PLANT]**

- 44.1 The Principal Contractor shall ensure that all construction vehicles and mobile and fixed plant, whether owned, rented or hired, complies with the requirements of the OHS Act and Regulations.
- 44.2 The Principal Contractor shall inspect and keep records of inspections of plant and equipment used on site. A template of the daily inspection record for each type of construction vehicle or mobile plant shall be included in the H&S Plan.
- 44.3 A method statement applicable to each type of construction plant, for which H&S risks were identified, shall be included in the H&S Plan, together with the contractor's procedure for ensuring that only employees who are competent in the safe use of the plant are using such plant.
- 44.4 Only competent and authorised / appointed persons with a valid medical certificate of fitness are to operate plant and machinery, under proper supervision. Competency of operators and medical fitness shall be documented individually for each operator accessing the work site.
- 44.5 Appropriate safety equipment and clothing shall be provided for the operators and maintained in good condition at all times.

- 44.6 The risks of access, egress, parking and on-site movement of construction vehicles and mobile plant and the corresponding method statement shall be included in the H&S plan of every project in which such vehicles and plant are used.

#### 45 SUSPENDED PLATFORMS

- 45.1 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letters of:

- 45.1.1 The competent person(s) appointed to supervise all suspended platform work operations;
- 45.1.2 The competent person who performs the performance tests;
- 45.1.3 The suspended platform erectors, operators and inspectors;
- 45.1.4 The suspended platform operators, together with their medical certificate of fitness.

- 45.2 The H&S Plan shall include:

- 45.2.1 A copy of the certificate of system design;
- 45.2.2 The operational compliance plan;
- 45.2.3 Proof of submission of the above to the Department of Labour;
- 45.2.4 The inspection registers of the safety harness;
- 45.2.5 The inspection registers of the whole installation, including the performance test;
- 45.2.6 The inspection registers of the hoisting ropes, hooks or other load-attaching devices;
- 45.2.7 The inspection registers of the daily inspection by the suspended platform Supervisor.
- 45.2.8 The method statement for safe use of the scaffold, including procedures dealing with emergencies, malfunctioning and the discovery of defects, and the isolation process of the scaffold when not in use.

#### 46 Material Hoists

- 46.1 With regard to material hoists and towers on construction sites, the Principal Contractor shall ensure he / she or their sub-contractors construct / erect such structures with materials that is technically and operationally of good standard, erected by experienced persons and operated by trained and competent persons.
- 46.2 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the competent person who performs the daily inspections on the material hoists.
- 46.3 The H&S Plan shall include the method statement for safe erection, use, inspection, maintenance and dismantling of the material hoist.
- 46.4 A template of the maintenance inspection register shall be included in the H&S Plan.

#### 47 BATCH PLANTS

- 47.1 Batch plants shall be operated by trained persons and the Principal Contractor shall ensure that his / her or their sub-contractors batch plant operations are supervised by an appointed competent person.
- 47.2 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the batch plant supervisor.
- 47.3 The H&S Plan shall include the method statement for safe erection and dismantling of the plant, for safe batching, for safe maintenance and repair work to be done and the training material used to ensure operator competency in the H&S controls of the batch plant.
- 47.4 The Principal Contractor shall ensure that the placement of a batch plant is conducted in such a manner as not to present a safety risk to persons and erection to be performed as prescribed by the manufacturer to ensure safe operating conditions

- 47.5 The Principal Contractor shall ensure that appropriate controls and safety interlocking devices are installed on batch plants;
- 47.5.1 Placed in an easily accessible position; and
  - 47.5.2 Constructed in such a manner as to prevent accidental starting.
- 47.5 The Principal Contractor shall ensure that all dangerous moving parts are adequately guarded and placed beyond the reach of persons by means of doors, covers or other similar preventative measures.
- 47.6 The Principal Contractor shall ensure that no employee, sub-contractor employee or other persons remove or modify any guard or safety device
- 47.7 The H&S plan shall include a method statement and risk assessment of elevated work and fault finding-, maintenance- and repair work to the Batch Plants.
- 47.8 The Principal Contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations 18
- 47.9 The Principal Contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations
- 47.10 A template register of installation, maintenance and repair shall be included in the H&S Plan.
- 47.11 The H&S Plan shall include the method statement for entry and work in the confined spaces of a batch plant, where applicable

#### **48 EXPLOSIVE POWERED TOOLS**

- 48.1 No explosive powered tool shall be used by The Principal Contractor unless persons making use thereof is provided with and uses suitable protective equipment; and is adequately trained in the operation, maintenance and use of such a tool.
- 48.2 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of the person in charge of explosive powered tools and of the person in charge of the issuing and collection of cartridges and nails.
- 48.3 The H&S Plan shall include the Work Instruction (WI) for the safe use of explosive powered tools, including the type of PPE, barricading and warning notice which the contractor intends to use and the method of accounting for cartridges and nails.
- 48.4 The H&S Plan shall include proof of training and competency of all operators using explosive powered tools.
- 48.5 A template inspection register of the explosive powered tools shall be included in the H&S Plan.
- 48.6 A template record for the issuing and collection of cartridges and nails shall be included in the H&S Plan.

#### **49 CRANES [MOBILE]**

- 49.2 The H&S Plan shall include the method statement for safe use of the crane, including the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work of which shall also be reflected in the risk assessment
- 49.3 In the H&S Plan, the Principal Contractor shall submit proof of competency and the appointment letter of competency:
- 49.3.1 The registered person/s testing and certifying the crane;
  - 49.3.2 The registered person/s testing and certifying the lifting gear;
  - 49.3.3 The crane operator/s, as well as their medical certificate of fitness;

- 49.4 The H&S Plan shall include the method statement and risk assessment for the erection, maintenance, inspections and dismantling of the crane.
- 49.5 The crane's load test certificates shall be included in the H&S Plan.
- 49.6 All lifting gear used with the crane shall be identified and listed in a register contained in the H&S Plan.
- 49.7 A template inspection register of the lifting gear shall be included in the H&S Plan.

## **50 STORAGE AND USE OF FLAMMABLE LIQUIDS**

- 50.2 Where work is done on a construction site or where the work may affect MLM employees, visitors or stakeholders, the contractor shall interface with the Public Health Directorate before flammable liquids may be brought on site.
- 50.3 The Principal Contractor shall ensure that where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard.
- 50.4 Dangerous work permission shall be obtained where applicable and defined in a specific H&S specification.
- 50.5 Should flammable substance need to be stored on the construction site, a flammable store or cabinet approved by the Municipal Chief Fire Officer must be used, and no flammable liquids shall be stored outside this facility; no other materials shall be stored in the flammable store or cabinet.
- 50.6 The H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.
- 50.7 The H&S Plan shall include the appointment and proof of competency of the persons controlling the use, storage, decanting and spill controls of all flammable liquids used or stored on site

## **51 HAZARDOUS CHEMICAL SUBSTANCES**

- 51.2 Where hazardous chemical substances are used, the contractor shall ensure that:
- 51.2.1 All MSDS are included in the H&S Plan.
- 51.2.2 The safe use, storage, decanting, labelling, transport, emergency procedures and safe disposal of hazardous substances are addressed in a method statements included in the H&S Plan.
- 51.2.3 Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S Plan.
- 51.3 A hazardous chemical substance intended to be applied on site during the project (i.e. after approval of the H&S Plan) shall be subject to an method statement and issue-based risk assessment, which must be presented to the Public Health Directorate for approval prior to the substance being introduced on site.

## **52 WATER ENVIRONMENTS [WORK IN PROXIMITY OF WATER]**

- 52.2 The Principal Contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.
- 52.3 The hazards and risks identified in the base line risk assessment, the Principal Contractor shall document a method statement and issue based risk assessment for work in the proximity of water, in the H&S Plan.
- 52.4 The method statement shall include preventative safety measures and environmental controls to prevent pollution, as well as corrective measures in case of an accidental spill.

**ANNEXURE A**  
**CONTENTS AND NUMBERING SYSTEM FOR THE HEALTH AND SAFETY PLAN**

No	Content		Approved	
			Yes	No
1	Index to H&S Plan / File			
2	Scope of Work			
3	Notification to Commence Construction Work		Current	
4	H&S Agreement (S37(2))		Signed	
5	Letter of Good Standing		Current	
6	H&S Budget			
7	H&S Plan	7.1	Refer H&S Specification	
		7.2	Fall Protection Plan	
		7.3	Environmental Management Plan ("Process" Waste management / Spillage Control / Disposal certificates)	
8	Hazard Identification Risk Assessment & Applicable Method Statement	8.1	Baseline Risk Assessment	
		8.2	Issue Based Risk Assessment	
		8.3	Risk Register	
9	Emergency Plan & Response			
10	H&S Policy		Signed	
11	Organisational Chart			
12	Appointments	12.1	Signed	
13	Medical Certificates	13.1	Mobile Plant & Equipment	
		13.2	Working in Elevated Positions	
		13.3	Confined Space Entry	
14	Training & Competency Management	14.1	CV's	
		14.2	Competency Certificates	
		14.3	Induction	
		14.4	Safety / Tool Box Talks	
		14.5	Safety Awareness Posters	
15	Accident / Incident Management including First Aid Facilities	15.1	Section 24 Procedure – Annexure.1 & WCL.2	
		15.2	Injury recording	
		15.3	Incident investigation	
		15.4	Non-compliance reporting	
		15.5	Preventative & corrective actions	
16	Construction Plant, Machinery & Equipment Management		Vehicles / Mobile Crane / Skyjacks & Material Hoist / Compactors / TLB's, Batch Plants etc	
17	Access, Traffic Control & Public Safety Management	17.1	Security	
		17.2	Employee / Visitors / Public	
		17.3	Vehicular	

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No	Content		Approved		
			Yes	No	
18	Hazardous & Flammable Substance Management	18.1	MSDS		
		18.2	Storage		
		18.3	Demarcation		
		18.4	Signage		
		18.5	Handling & Decanting		
		18.6	Disposal		
19	Hazardous & Dangerous Work Management & Control	19.1	Confined Spaces		
		19.2	Demolition Work		
		19.3	Electrical Installations, Equipment & Machinery		
		19.4	Explosives & Blasting		
		19.5	Explosive Powered Tools		
		19.6	Excavation / Trenching		
		19.7	Energy Sources & Lockout		
		19.8	Elevated Working @ Heights		
		19.9	Formwork & Support Work		
		19.10	Hot Work		
		19.11	Hazardous Chemical Substances		
		19.12	Moving Equipment		
		19.13	Piling		
		19.14	Scaffolding		
20	Facilities Management (male / female)	20.1	Washing		
		20.2	Sanitary		
		20.3	Change room		
		20.4	Sheltered Eating		
		20.5	Accommodation / Transportation		
21	PPE Management	21.1	PPE Needs Analysis		
		21.2	PPE Issue		
22	Contractor Management	22.1	H&S Agreement (S37(2) (signed)		
		22.2	Appointments (signed)		
23	H&S Committee				
24	Work Procedures				
25	Work Instructions				
26	Audits & Inspections		Internal & External		
27	Record Keeping Management		Completed Audit / Inspections / Registers / Checklists		

**ANNEXURE B  
CONTENTS AND NUMBERING SYSTEM FOR HEALTH AND SAFETY FILE**

1. Index to H&S Plan / File
2. Scope of Work
3. Notification to Commence Construction Work
4. H&S Agreement (S37(2))
5. Letter of Good Standing
6. H&S Budget
7. H&S Plan
8. Hazard Identification Risk Assessment
9. Emergency Plan & Response
10. H&S Policy
11. Organisational Chart
12. Appointments
13. Medical Certificates
14. Training & Competency Management
15. Accident / Incident Management including First Aid Facilities
16. Construction Plant, Machinery & Equipment Management
17. Access, Traffic Control & Public Safety Management
18. Hazardous & Flammable Substance Management
19. Hazardous & Dangerous Work Management & Control
20. Facilities Management
21. PPE Management
22. Contractor Management
23. H&S Committee
24. Work Procedures
25. Work Instructions
26. Audits & Inspections
27. Record Keeping Management



**ANNEXURE C  
CONSTRUCTION APPOINTMENTS**

#	DESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
1.	Assigned Responsibility Designation	OHS Act S16(2) & CR 5.3(B)	All construction work
2.	Boatswain's chair inspector	CR16	When using a boatswain's chair
3.	Construction Supervisor	CR 6(1)	All construction work
4.	Construction Supervisor Assistant	CR 6(2)	All construction work
5.	Contractor	Contractor - CR 5 (3)(b)	When using sub-contractors
6.	Emergency / Fire Co-ordinator	OH Act S 8	All construction work
7.	Fire Extinguisher Inspector	CR 27 - VUPR 11	All construction work
8.	First Aider	GSR 3	All construction work
9.	Health & Safety Officer	CR 6(6)	All construction work
10.	Health & Safety Reps	OH Act S 17	When more than 20 persons on site for more than 3 months
11.	H&S Committee Members	OH Act S 19	When more than 20 persons on site for more than 3 months
12.	Incident Investigator	GAR 9	All construction work
13.	Risk Assessor	CR 7	All construction work
14.	Excavation Work Supervisor	CR 11	When excavating
15.	Demolition Work Supervisor	CR 12	When demolishing
16.	Explosives Manager	Exp R12(1)	When using explosives for blasting
17.	Explosives Supervisor	Exp R 12(3)	When using explosives for blasting
18.	Fall Protection Plan Developer	CR 8(1)(a)&(b)	When there is a risk of persons falling
19.	Fall Protection Plan Supervisor	CR 8(1)(a)&(b)	When there is a risk of persons falling
20.	Batch Plant Supervisor	CR 18(1)	When operating a batching plant
21.	Batch Plant Operator	CR 18(1)	When operating a batching plant
22.	Construction Vehicle & Mobile Plant Inspector	CR 21(1)(j)	When using construction vehicles; When using mobile plant;
23.	Construction Vehicle & Mobile Plant Operators	CR 21(1)(d)	When using construction vehicles; When using mobile plant;
24.	Electrical Installation Inspector	CR 22(d)	When any electrical installations are brought to site or used on site or installed on site
25.	Explosive Powered Tools Inspector	CR 19(2)(b)	When explosive powered tools are used
26.	Explosive Powered Tools Controller / Issuer	CR 19(2)(g)	When explosive powered tools are used
27.	Explosive Powered Tools Operator	CR 19(3)(b)	When explosive powered tools are used
28.	Formwork & Support Work Supervisor	CR 10(a)	When form work is used; When support work is used
29.	Ladder Inspector	GSR 13A	When ladders are used

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#	DESIGNATION	LEGAL REFERENCE	TYPE OF CONSTRUCTION WORK WHEN REQUIRED
30.	Lifting Machine & Equipment Inspector	DMR 18(5)	When cranes, block and tackle, gantries or A frames are used for lifting; When rigging is done;
31.	Lifting Machine Operator	DMR 18	When cranes, block and tackle, gantries or A frames are used for lifting; When rigging is done;
32	Material Hoist Operator	CR 17	When material hoist is used
33	Mixer Operator	CR 18	When a concrete mixer is used
34	Portable Electrical Equipment Inspector	EMR 9	When portable electrical equipment is used
35	Pressure Vessel Inspector	VUPR 17	When compressors with pressure vessels are used
36	Scaffold Erector	SANS 10085-1:2003 Item 16.1(a)	When scaffolds are used
37	Scaffold Inspector	SANS 10085-1:2003 16.1(c)	When scaffolds are used
38	Scaffolding Supervisor	CR 14(2)	When scaffolds are used
39	Scaffold Team Leader	SANS 10085-1:2003 Item 16.1(b) and 10.1.1.	When scaffolds are used
40	Stacking & Storage Supervisor, including chemicals	CR 26	All construction work
41	Suspended Platform Supervisor	CR 15(1)	When suspended platforms are used
42	Suspended Platform Erector	CR 15(2)	When suspended platforms are used
43	Suspended Platform Operational Compliance Plan Developer	CR 15(2)(c)	When suspended platforms are used
44	Suspended Platform Inspector	CR 15(10)	When suspended platforms are used
45	Tower Crane Operator	CR 20	When tower cranes are used
46	Tower Crane Inspector	DMR 18	When tower cranes are used
47	Hand tool inspector	/	When hand tools are used
48	Combustion machinery inspector	/	When petrol or diesel engines are used

**ANNEXURE: D  
RESPONSIBILITIES / DUTIES****Definitions:**

- Σ **“Client”** means any person for whom construction work is performed; **the MHLONTLO LOCAL Municipality.**
- Σ **“Principal Contractor”** means a Principal Contractor, as defined in the Construction Regulations, 2003, who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site; **who has also been appointed as the Contractor as defined in the General (and / or Special) Conditions of Contract.**
- Σ **“Agent”** means any person who acts as a representative for a client in the managing the overall construction work; employee, the firm of consulting engineers, or other practitioner, who is appointed by the Municipality to act on its behalf, **and who is named in the Letter of Acceptance given to the Principal Contractor.**

**Roles and Responsibilities****Client:**

1. Shall be responsible for the following in order to ensure compliance with the provisions of the Act;
  - ➔ To prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
  - ➔ To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;
  - ➔ To appoint each principal contractor in writing for the project or part thereof on a construction site;
  - ➔ To take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub-regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
  - ➔ To stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub-regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
  - ➔ To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely
  - ➔ To ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
  - ➔ To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
2. Shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub regulation 5(1) and thereafter finally approve the health and safety plan for implementation.
3. Shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
4. Shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.
5. May appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.
6. Shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

**Principal Contractor:**

1. Shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.
2. Shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
3. A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act:

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- ➔ To provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
  - ➔ To appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;
  - ➔ To take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
  - ➔ To stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
  - ➔ To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
  - ➔ To ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
  - ➔ To ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
4. A Sub-contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor's health and safety specification contemplated in regulation 5(3)(a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.
  5. Shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub-regulation (4), and shall finally approve that plan for implementation.
  6. Shall ensure that a copy of his or her health and safety plan contemplated in sub-regulation (1), as well as the contractor's health and safety plan contemplated in sub-regulation (4), is available on request to an employee, inspector, contractor, client or client's agent.
  7. Shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or principal contractor upon request.
  8. Shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub-regulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
  9. Shall ensure that in addition to the documentation required in the health and safety file as determined in sub-regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.
  10. Shall not appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
  11. Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in sub-regulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor
  12. Shall not appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.
  13. Shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.
  14. Ensure every Sub-contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.
  15. The Contractor shall establish and maintain, and ensure that all his sub-contractors establish and maintain safety, health and environmental standards and systems as necessary, and to comply with local laws, the Occupational Health & Safety Act & Regulations and **Municipality's** Occupational Health & Safety requirements under the Contract.
  16. The Contractor shall be solely responsible for carrying out the work under the Contract, having the highest regard for the safety of his employees, **Municipality's** employees and persons at or in the vicinity of the site, as well as the safety of the Works, temporary work, materials and the property of third parties.

**Agent:**

Ensure compliance to the duties of a client as set out in the Construction Regulations

- ➔ To prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;
- ➔ To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;

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- ➔ To appoint each principal contractor in writing for the project or part thereof on a construction site;
- ➔ To take reasonable steps to ensure that each principal contractor's health and safety plan as determined in sub-regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
- ➔ To stop any contractor from executing construction work which is not in accordance with the principal contractor's health and safety plan contemplated in sub-regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;
- ➔ To ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely
- ➔ To ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and
- ➔ To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.
- ➔ Shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub-regulation 5(1) and thereafter finally approve the health and safety plan for implementation.
- ➔ Shall ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor.
- ➔ Shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

**The responsibilities for the key management and supervision roles include (but are not limited to) the following:**

### 1. **Directors**

- TM *Develop a culture in which safety is integral.*
- TM *Maintain adherence to the standards at all times.*
- TM *Ensure safety responsibility is an integral part of all management systems and processes.*
- TM *Ensure systems are in place to guarantee the safety of employees, clients, contractors and visitors.*
- TM *Provide resources and ensure that actions to address safety issues are implemented*
- TM *Implement the **Municipality** safety policy and safety standards into the business.*
- TM *Maintain adherence to the policy and standards at all times.*
- TM *Incorporate safety, health and environmental targets into Business Plans and Achievement Appraisals of direct reports.*
- TM *Foster a risk management approach to all projects and business decisions.*
- TM *Review all high potential incident investigations.*
- TM *Monitor OH&S performance for trends and learning's.*

### 2. **Project Manager**

- TM *Promote a culture in which safety is the prime concern that shall never be compromised.*
- TM *Ensure that adequate safety, health and environmental hazard evaluations are made on all projects, plant and equipment purchases.*
- TM *Prepare project plans that comply with the **Municipality** OH&S policy and safety management standards.*
- TM *Provide resources to eliminate hazards and improve safety.*
- TM *Incorporate safety, health and environmental targets into Achievement Appraisals of direct reports.*
- TM *Ensure that safe systems of work are defined and documented, and that hazards analysis and risk control methods have been incorporated during the preparation.*
- TM *Ensure that any Safety Committee established functions effectively.*
- TM *Ensure thorough investigation of all incidents to avoid recurrence.*
- TM *Ensure safe management of contractors, vendors and visitor's on sites.*
- TM *Conduct safety audits and ensure safety meetings are held.*
- TM *Promote the involvement of all employees in improving safety*
- TM *Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.*
- TM *Ensure safety responsibility is an integral part of all management systems and processes.*
- TM *Provide resources and ensure that actions to address safety issues are implemented.*
- TM *Ensure that adequate safety and environmental evaluations are made of all modification designs, plant and equipment purchases.*
- TM *Ensure systems are in place to guarantee the safety of employees, contractors and visitors.*
- TM *Review training needs for all employees and provide the training as required.*
- TM *Ensure that drills and exercises are carried out to test the effectiveness of Emergency Response Plans*

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- TM *Ensure safe management of contractors on the site.*
- TM *Ensure competent and trained, responsible engineers and supervisors exist to manage contractors on the works.*

**3. Engineering Manager**

- TM *Ensure management systems are in place and understood to give safe design and operation.*
- TM *Ensure hazards and risks are identified for all plant and major equipment.*
- TM *Ensure designs are fit for purpose and safe to implement.*
- TM *Ensure a safe workplace is provided for engineering staff.*
- TM *Ensure all engineering staff is inducted and have received the required training to enable safe access to site.*
- TM *Contribute to and participate in the Project safety program.*
- TM *Provide Engineering support as required to assist in the implementation and compliance of these Rules.*

**4. Construction Manager**

- TM *Contribute to a positive safety culture by example.*
- TM *Ensure that management systems are in place and understood to provide a safe construction workplace.*
- TM *Ensure that hazards and risks are identified on all construction activities.*
- TM *Arrange construction pre-start-hazard-analysis studies for all "at risk" operations.*
- TM *Contribute to and participate in the Project safety program.*
- TM *Participate in safety committees and safety meetings.*
- TM *Participate in safety inspections and serious incident investigations.*
- TM *Be seen to "walk the talk."*
- TM *Participate in safety audits.*
- TM *Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.*
- TM *Ensure safe management of contractors on the site.*
- TM *Ensure competent and trained, responsible engineers and supervisors exist to manage contractors on the works.*
- TM *Coordinate and participate in daily Safety Management walkabouts.*
- TM *Chairperson of weekly contractor's safety meetings.*
- TM *Final approval of all Risk Assessments.*

**5. Assistant Director OHS**

- TM *Promote a culture in which safety is the prime concern and shall never be compromised*
- TM *Promote the involvement of all employees in improving safety.*
- TM *Coordinate the implementation of the site safety management plans.*
- TM *Conduct comprehensive site safety audits to evaluate contractors compliance with safety management plans and systems as per the audit / inspection schedule, at least once a month.*
- TM *Reporting of OH&S matters and performance to the **Municipality** Management Team.*
- TM *Liaise with Safety management to ensure full understanding and communication of all safety issues impacting on **Municipality** and Contractor activities and vice versa.*
- TM *Ensure appropriate **Municipality** personnel are involved in local dept. OH&S Committees.*
- TM *Facilitate reviews by these Rules.*
- TM *Participate in a pre-start safety review with the Vendor's / Contractor's Management to facilitate a "bridging document" to remove any uncertainty/differences between these Rules and the Vendor's / Contractor's SMP.*
- TM *Co-ordinate the preparation of Emergency Response Plans.*
- TM *Co-ordinate and participate in drills and exercises to test the effectiveness of Emergency Response Plans.*
- TM *Facilitate and lead all LTI investigations.*
- TM *Safety pre-qualification of all contractors at tender invitation stage.*
- TM *Interview and approval of site and contractors Safety Officers*

**6. Area Managers**

- TM *Ensure compliance and keep all required records as per the Construction Regulations.*
- TM *Ensure hazards and risks are identified in design stage.*
- TM *Ensure that management systems are followed to give safe designs.*
- TM *Ensure self and others safety awareness at all times.*
- TM *Be aware of hazards and risks in the plant area of activity.*
- TM *Participate in and contribute to the **Municipality** Management team safety plan.*
- TM *Promote a culture in which safety is the prime concern and shall never be compromised.*
- TM *Define and document safe systems of work and, through consultation, ensure they are applied.*
- TM *Ensure that the Safety Committee functions effectively.*

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- ™ Ensure that all incidents are thoroughly investigated to avoid re-occurrence.
- ™ Ensure safe management of contractors on the site.
- ™ Ensure competent and trained, responsible engineers and supervisors exist to manage contractors on the works.
- ™ Know that contractors and employees understand the hazards associated with performing tasks.
- ™ Promote the involvement of all employees in improving safety.
- ™ Focus on the elimination of unsafe acts, and rectify unsafe conditions quickly.
- ™ Conducting safety inspections, monitoring safety behaviour on site and participating in audits.
- ™ Ensuring that all involved personnel prior to commencement of any work complete Risk Assessment (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with.
- ™ Notifying of incidents and addressing unsafe acts and conditions in accordance with these Rules and following-up to ensure corrective and preventative actions are timely and effective.
- ™ By their actions, demonstrating to contractors at all times the commitment of these Rules to the highest standards of safety management.
- ™ Participation in accident /incident investigations.
- ™ Facilitate Contractors Risk Assessments and sign of and approval thereof before submitting to the site Safety Officer.
- ™ Participate in daily management Safety walkabouts and ensure Contractors in your discipline comply to these rules and rectify deviations.
- ™ Ensure Contractors implement and compliance with the Construction Regulations

**7. Health & Safety OFFICERS & Coordinators**

- ™ Implement and maintain the **Municipality** Safety Management Plan on site for all Contractors.
- ™ Advise the Site Management team on safety issues and suggested solutions.
- ™ Report directly to the Construction Manager and act on his authority regarding safety issues.
- ™ Promote a culture in which safety is the prime concern and shall never be compromised.
- ™ Promote the involvement of all employees and Contractors in improving safety.
- ™ Focus on and establish a culture of the elimination of unsafe acts, and rectification of unsafe conditions quickly, by Management and supervision.
- ™ Ensure self and others safety awareness at all times.
- ™ Facilitate and participate in all Contractors accident /incident investigations. Ensure that all incidents are thoroughly investigated to avoid re-occurrence.
- ™ Participate in and contribute to the **Municipality** Management team Safety Plan.
- ™ Ensure that all involved **Municipality** and Contractors personnel prior to commencement of any work complete Risk Assessments (RA) and Daily Safety Task Instruction (DSTI). Then, by a review process, verifying that the development process is appropriate, communicated and understood by the users and subsequently complied with by means of at least two daily site inspections.
- ™ Ensure Safety Management Information Boards are erected in each working area, and the following minimum information is displayed – Method Statement, Risk Assessment, DSTI, Supervisor, First Aider and Safety Representative
- ™ Coordinate all safety induction training requirements and conduct **Municipality** specific induction for **Municipality** and contractor supervision.
- ™ Coordinate site accesses and security.
- ™ Coordinate and implement comprehensive daily incident reporting by management, supervision, foremen and Safety Officers.
- ™ Compile and present a weekly safety report to include: Incident trend analyses & preventative measures. Injury trend analysis and preventative measures. Contractors Planned Tasked Observations for week ahead. DSTI quality and effectiveness. Management walkabouts including participation and findings. High risk activities for the week ahead. Risk Assessment plan for week ahead, based on the construction plan. Statistics for previous week regarding man-hours, complement, RA's completed, induction & medicals (entry and exit). Estimates for week ahead regarding, complement, RA's, induction & medicals (entry and exit).
- ™ Conduct a monthly internal contractors audit to ensure implementation and continuous compliance with the Safety Management Plan. Record findings and issue action sheets for deviations to include an action close out plan and report.
- ™ Accompany injured people to doctor/hospital and ensure prompt treatment and return to work. Report all medical treatment cases immediately (telephonic) to the **Municipality** OHS Director and follow it up with an initial SSO report before the end of work day and a complete investigation within 24 hours.
- ™ Coordinate and ensure the pre check and recording thereof for all tools, plant and equipment.
- ™ Final check and sign of RA's before submitting to the Construction Manager for approval.
- ™ Implement and maintain the Construction Regulations.

**ANNEXURE E  
SECTION 37(2) MANDATORY H&S AGREEMENT:**

**WRITTEN AGREEMENT ON  
OCCUPATIONAL HEALTH AND SAFETY**

**In accordance with the provisions of Section 37(2) of the Occupational Health  
and Safety Act 85 of 1993 as amended**

**AS ENTERED INTO BY AND BETWEEN**

---

**(Hereinafter referred to as "the Employer")**

**AND**

---

**(Hereinafter referred to as "the Mandatory")**

**Compensation Fund number:**

**Common Law Liability  
Insurance in respect of Third  
Parties for the Minimum Sum of R...**



**1. Reporting**

The Mandatory and/or his designated person appointed in terms of Section 16 (2) of the Occupational Health and Safety Act 85 of 1993 ("the OHS Act") as amended shall report to the Site Manager CR6.1 and/or a representative designated by the Employer prior to commencing the work at the premises.

**2. Warranty of compliance**

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37 (2) of the OHS Act for the purposes of compliance with the Act.
- 2.2 The Mandatory acknowledges that this agreement constitutes an agreement in terms of Section 37 (2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the Mandatory and his employees are to perform on the premises shall be the obligation of the Mandatory.
- 2.3 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of above, neither from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.

**3. Refer:**

- Occupational Health & Safety Act No.85 of 1993 as amended including Regulations
- Hazards Chemical Substance Regulations of 1995
- Compensation for Occupational Injuries and Diseases Act 130 of 1993 as amended
- Hazardous Substance Act 15 of 1973
- National Environmental Management Act 107 of 1998
- National Environmental Management: Air Quality Act 39 of 2004
- National Road Traffic Act No.83 of 1996
- National Water Act 36 of 1989
- National Building Regulations and Building Standards Act 103 of 1977

**4. Mandatory an employer**

The Mandatory shall be deemed to be an employer in his own right while on the Employer's premises. In terms of Section 16 (1) of the OHS Act, the Mandatory shall accordingly ensure that himself, and/or his nominated Chief Executive Officer comply with the requirements of the OHS Act.

**5. Appointments and training**

- 5.1 The Mandatory shall appoint competent persons as per Section 16 (2) or CR6.1 of the OHS Act.
- 5.2 Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility.
- 5.3 Copies of any appointments made by the Mandatory shall immediately be provided to the Employer.

- 5.4 The Mandatory shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the premises.
- 5.5 Without derogating from the foregoing, the Mandatory shall in particular, ensure that all his users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 5.6 Notwithstanding the provisions of the above, the Mandatory shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

## **6. Supervision, discipline and reporting**

The Mandatory shall ensure that all work performed on the Employer's premises are done under strict supervision and that no unsafe or unhealthy work practices are permitted.

Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The Mandatory shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same and that he in turn immediately reports these to the Employer and/or his representative.

## **7. Access to the OHS Act**

The Mandatory shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees, save that the parties may make arrangements for the Mandatory and his appointed responsible persons and employees to have access to the Employer's updated copy/copies of the Act.

## **8. Cooperation**

- 8.1 The Mandatory and/or his responsible persons and employees shall provide full co-operation and information if and when the Employer or his representative inquires into occupational health and safety issues concerning the Mandatory.
- 8.2 It is hereby recorded that the Employer and his representative shall at all times be entitled to make such inquiry.
- 8.3 Without derogating from the generality of the above, the Mandatory and his responsible persons shall make available to the Employer and his representative, on request, all and any checklists and inspection registers required to be kept by him in respect of any of his materials, machinery or equipment

## **9. Work procedures**

- 9.1 The Mandatory shall be entitled to utilise the procedures, guidelines and other documentation as used by the Employer for the purposes of ensuring a healthy and safe working environment.

- 9.2 The Mandatory shall then ensure that his responsible persons and employees are familiar with and utilise the documents.
- 9.3 The Mandatory shall implement safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatory shall ensure that his employees prior to the obtaining of such a permit do not perform work for which the Employer requires a permit.

## **10. Health and safety meetings**

- 10.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every three (3) months.
- 10.2 The Employer may elect to permit the Mandatory's health and safety representatives or a mandatory representative to attend the Employer's health and safety committee meetings.

## **11. Compensation registration**

- 11.1 The Mandatory shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the **Compensation for Occupational Injuries and Diseases Act 130 of 1993**, and that all payments owing to the Commissioner are discharged.
- 11.2 The Mandatory shall further ensure that the cover shall remain in force while any such employee is present on the premises.

## **12. Medical examinations**

The Mandatory shall ensure that all his employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

## **13. Incident reporting and investigation**

- 13.1 The Mandatory to the Department of Labour and to the Employer shall report all incidents referred to in Section 24 of the OHS Act.
- 13.2 The Employer shall further be provided with copies of any written documentation relating to any incident.
- 13.3 The Employer retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

## **14. Statutory Obligations of the Mandatory & Contractor**

- 14.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on the Employer's premises.

- 14.2 It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work.
- 14.3 Without derogating from the generality of this paragraph:
- 14.3.1 The Mandatory shall ensure that training as discussed under Appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 14.3.2 The Mandatory shall ensure that work performed by the subcontractor is done under strict supervision and discipline enforced, as well as reporting of incidents and / or injuries.
- 14.3.3 The Mandatory shall inform the Employer of any health and safety hazard and/or issue that the subcontractor may have brought to his attention
- 14.3.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.
- 14.3.5 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or activities of all his employees while they are on the Employer's premises i.e.
- Horseplay, scuffling, fighting, running or throwing of objects.
  - The possession, consumption or offering for consumption to any person of intoxicating liquor or habit-forming drugs.
  - Any employee suspected of being under the influence of alcohol or other intoxicating substance will not be allowed to enter or remain on the Employer's premises.
  - The tampering with or misuse of any safety equipment installed or provided to any person by an employer or user of machinery.
  - The failure to use any safety equipment at a workplace, or in the course of employment or in connection with the use of machinery which is provided by an employer or user of machinery.
  - The doing of anything at a workplace or in connection with the use of machinery, calculated to threaten the safety of any person.
  - Contractors are required to take all reasonable measures to ensure that the requirements of the Act and the regulation are observed by his employees.
  - Contractors must, in the interests of safety, enforce discipline

## **15. Security and access**

- 15.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer.
- 15.2 The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 15.3 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with the work.
- 15.4 The Mandatory shall ensure that all materials, machinery or equipment brought by him-self onto the premises are recorded at the main gate(s) and/or checkpoint(s). A failure to do this may result in a refusal by the Employer to allow the materials, machinery or equipment to be removed from the premises.

15.5 The Mandatory shall ensure that no persons carry firearms on the company's or Employer's premises unless written permission has been obtained from the designated person.

## **16. Fire precautions and facilities**

16.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.

16.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

## **17. Hygiene and cleanliness**

17.1 The Mandatory shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

17.2 In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **18. No nuisance**

18.1 The Mandatory shall ensure that neither he nor his employees undertake any activity that may cause environmental impairment or constitute any form of nuisance to the Employer and/or his surroundings.

18.2 The Mandatory shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the Employer, another Mandatory or any tenants. Where such situations are unavoidable, the Mandatory shall give prior notice to the Employer.

## **19. Intoxication not allowed**

19.1 No intoxicating substance of any form shall be allowed on site. Any person suspected of being intoxicated shall not be allowed on the site.

19.2 Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

## **20. Personal protective equipment**

20.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act.

20.2 The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

## **21. Plant, machinery and equipment**

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilise on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are intended, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

- 21.2 In accordance with the provisions of Section 10 (4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.
- 21.3 The Mandatory shall further ensure that all plant, machinery and equipment is inspected by a competent person as prescribed by legislation & records thereof retained.

## **22. No usage of the Employer's equipment**

The Mandatory hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorised to make use of same, have access thereto.

## **23. Transport / Vehicles**

- 23.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured.
- 23.2 All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so.
- 23.3 All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 23.4 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Chemical Substances Act of 1995 are complied with at all times.

## **24. Clarification**

In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Public Health, Safety & Wellness Sub-Directorate of the Employer.

## **25. Duration of agreement**

This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or, while any of the Mandatory's workmen would be present on the Employer's premises.

## **Headings**

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in them or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

Thus done and signed at on

For and on behalf of the Employer

Date

for, and on behalf of the Mandatory

Date

Witness

Date

**CONTRACT**  
**PART 4 (OF 4): C4 SITE INFORMATION**

**C4.1**      **Locality Plan**

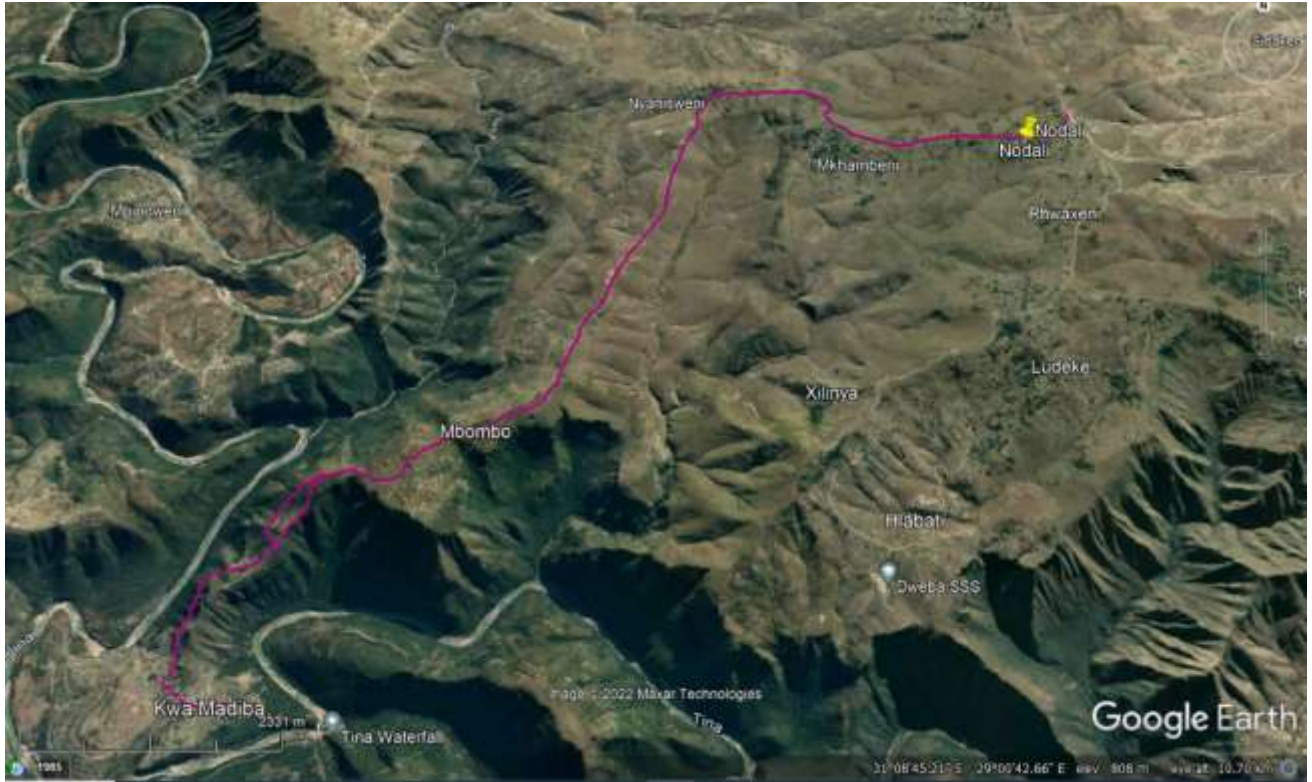
**C4.2**      **Tender drawings**



**C4: SITE INFORMATION**

- C4.1 **Locality Plan**
- C4.2 **Tender drawings**
- C4.3 **As Built Drawings and Existing Services (Inc. Buildings and Structures)  
– To be found upon request at ORTDM for water and Sanitation; Eskom  
for Electricity; Telkom for telecommunication.**
- C4.4 **Geological Report – To be issued to the winning bidder before  
commencement of construction.**
- C4.5 **Environmental – To be issued to the winning bidder before  
commencement of construction.**

### C4.1 Locality Plan



**C4.2 Tender drawings**

<b>DRG No.</b>	<b>DESCRIPTION</b>
100	Name board
200	Roads and Storm water Standard details
300	Bridge Sections and Details
301	Bridge Deck Reinforcement Steel Layout
400	Road 1 Combo 1 Layout plans and long section
401	Road 1 Combo 2 Layout plans and long section
402	Road 1 Combo 3 Layout plans and long section
403	Road 1 Combo 4 Layout plans and long section
404	Road 1 Combo 5 Layout plans and long section
405	Road 1 Combo 6 Layout plans and long section
406	Road 1 Combo 7 Layout plans and long section
407	Road 1 Combo 8 Layout plans and long section
420	Road 2 Combo 1 Layout plans and long section
421	Road 2 Combo 2 Layout plans and long section
430	Road 3 Combo 1 Layout plans and long sections
From 440 upwards	Road 4 Combo 1 Layout plans and long section: Other internal roads