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**Tender Document**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**April 2024**

**VOLUME 1: TENDER DOCUMENT**

TENDER SUBMITTED BY:

**Name of Company:**

|  |  |  |
| --- | --- | --- |
| **Contract No.** | **Project Description** | **Tender Amount (Incl VAT)** |
| **SCM/MOH/02/2024** | ***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)*** |  |

|  |
| --- |
| **Mohokare Local Municipality**  1 Hoofd Street  Zastron  9950  Tel: 051 673 9600  e-mail: mohokarepmu@gmail.com  pule@mohokare.gov.za |

**CLOSING DATE: 17 MAY 2024**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**CONTENTS**

**NUMBER HEADING PAGE**

**Volume 1 Tender Document**

**Portion 1: Tender**

**Part T1: Tendering procedures**

T1.1 Tender Notice and Invitation to Tender T1.1-5 to 8

T1.2 Tender Data T1.2-2 **to 15**

T1.3 Standard Conditions of Tender T1.3-**1 to 15**

**Part T2: Returnable documents and schedules**

T2.1 MBD Forms T2.1-1 to 20

T2.2 Returnable Documents T2.2-1 to 16

T2.3 Returnable Schedules T2.3-1 to 26

T2.4 Checklist T2.4-1 to 5

**Portion 2: Contract**

**Part C1: Agreements and Contract Data**

C1.1 Form of Offer and Acceptance C1.1-**3 to 5**

C1.2 Contract Data C1.2-**1 to 15**

C1.3 Form of Guarantee C1.3-**1 to 4**

C1.4 Ministerial Determination C1.4-**1to 10**

C1.5 Health & Safety Specifications by Employer C1.5-**1 to 36**

**Part C2: Pricing Data**

C2.1 Pricing Instructions C2.1-**1 to 6**

C2.2 Bill of Quantities C2.2-**1 to 23**

**Part C3: Scope of Work**

C3.1 Description of the Works C3.1-**1 to 19**

C3.2 Engineering C3.2-**1 to 2**

C3.3 Procurement C3.3-**1 to 6**

C3.4 Construction C3.4-**1 to 3**

C3.5 Standard Specifications C3.5-**1 to 50**

**Part C4: Site Information**

C4.1 Scope of Site Information C4.1-**1 to 1**

C4.2 Subsoil Investigation C4.2-**1 to 1**

C4.3 Existing Services C4.3-**1 to 1**

C4.4 Existing Buildings & Structures C4.4-**1 to 1**

**Part C5: Annexures**

C5.1 Locality Plan

C5.2 Tender Drawings

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**MOHOKARELOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE /*** ***ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**CONTENTS**

**Section Description Page No**

**PART T1.1 TENDER NOTICE AND INVITATION TO TENDER (**English Version) **T1.1-5 to 8**

**PART T1.2 TENDER DATA T1.2-2 to 15**

**PART T1.3 STANDARD CONDITIONS OF TENDER T1.3-1 to 15**

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

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

|  |  |  |
| --- | --- | --- |
|  | **CONTRACT No SCM/MOH/02/2024: THE COMPLETION OF THE ROUXVILLE / *ROLELEATHUNYA* WATER TREATMENT WORKS (WTW)** |  |

|  |  |
| --- | --- |
| **MOHOKARE LOCAL MUNICIPALITY invites tenders for implementation of the UPGRADING OF THE ROUXVILLE WATER TREATMENT WORKS**  **Tenderers should have *specific* experience of the work for which a bid is submitted with a CIDB grading of 6ME or higher for the appropriate tenders. Potentially emerging enterprises who satisfy criteria stated in the Tender Data may submit tender offers.**  **Only tenderers who are registered with the CIDB under a 6ME or higher grading are eligible to submit tenders.**  **A non-refundable tender deposit of R 1000.00 payable in cash / EFT is required. Proof of EFT payment should then be forwarded to pule@mohokare.gov.za and mohokarepmu@gmail.com, after which the complete document will be forwarded to the bidder via email.**  **Closing: 17 MAY 2024 @ 14H00**  **Documents may be collected during working hours from 08:00 am to 16:30pm (Monday-Thursdays) and 08:00 am to 13:00pm (Fridays), until the closing date**  **Tender documents are also available for free downloading from the Mohokare LM municipal website and the E-Tender portal**  **Contact person for Technical detail:**  *Mohokare Local Municipality*  *Mr. S. Shamase*  *Manager: Project Management Unit*  *Contact no.: (074) 085 3384*  *Email: mohokarepmu@gmail.com*  **Supply Chain Management related issues:**  *Mohokare Local Municipality*  *Mr. L. Lesenyeho*  *SCM Accountant*  *Contact no. : (061) 267 1582*  *Email: pule@mohokare.gov.za*  **Compulsory Briefing Session:**  **Date: *19 April 2024***  **Time: *10H00***  **Place: Rouxville Town Hall (Cnr. Louw & Kerk Streets)**  80/20 principle and other evaluation criteria will apply. The Municipal Supply Chain Management Policy and Preferential Procurement Framework Act no 5 of 2000 and Preferential Procurement Regulations of 2022will be | together with all applied and Instructions dealing with the depositing of bids:  By hand: Bid documents and supporting documents must be sealed and externally endorsed with the **Bid Name, Bid Number and Bid Description** and placed in a bid box placed at the reception of the municipal offices in Zastron (20 Hoofd Street; Zastron)  **Please Note:**   1. Late proposals, telegraphic proposals or proposals sent by fax or e-mail will not be considered. 2. The lowest or any proposal will not necessarily be accepted, and the Municipality reserves the right to accept, where applicable, a portion of any bid. 3. Section 217 of the Constitution of the Republic of South Africa requires an organ of state to contract for goods and services in accordance with a system which is fair, equitable, transparent, competitive and cost effective. This Supply Chain Management Policy of the Municipality has been drawn up to give effect to these principles and the Preferential Procurement Legislation, and furthermore comply with the provisions of Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) and regulations promulgated in terms thereof. 4. No reasons will be given for the non-acceptance of proposals, nor will the Municipality enter into correspondence in connection therewith. 5. Proposals that are invalid, non-responsive, non-responsible in terms of Clause 7.2.14 of the Supply Chain Management Policy will be disqualified at the opening. 6. **Tender documents must be deposited in the bid box not later than 14:00 pm on the closing date.**   BID BOX:  Mohokare LM’s reception  20 Hoofd Street  Zastron  **Acting Municipal Manager**  **Mr. M. Mohale** |

# Tender Invitation

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Bid Number** | **Description** | **Evaluation**  **Criteria** | **Service Required** | **Tender Amount**  **(Non-Refundable)** | **Contact person.**  **(Technical)** | **Contact person.**  **(SCM)** | **Date of Compulsory briefing** | **Closing**  **date and time** |
| SCM/MOH/02/2024 | The completion of the Rouxville / Roleleathunya Water Treatment Works (WTW) | 80/20 Functionality: details in the document | Contractor (6ME or higher) | R 1000.00 | Mr. S. Shamase  PMU Manager  (074) 085 3384 mohokarepmu@gmail.com | Mr. P. Lesenyeho SCM Accountant  (061) 267 1582 pule@mohokare.gov.za | 19 April 2024 14h00 Town Hall Rouxville | 17 MAY 2024  14h00 Town Hall |

|  |  |
| --- | --- |
| **AVAILABILITY OF DOCUMENTS: During the compulsory site briefings** | **ALL BID DOCUMENTS TO BE COLLECTED (AT A FEE AS STATED ABOVE) OR DOWNLOADED ON THE NATIONAL TREASURY E-TENDER PORTAL AND MUNICIPAL WEBSITE (FREE OF CHARGE) AND SUBMITTED AT”**  Mohokare Local Municipality, Zastron Offices  1 Hoofd Street, Zastron,9950 |

**MINIMUM REQUIREMENTS:**

1. Valid original tax clearance certificate must be attached

2. In the case of a JV valid and original tax clearance of all parties must be attached.

3. Certified copies of Company Registration Certificate reflecting names and identity numbers of active shareholding must be attached, except for sole traders and partnerships

4. In the case of a JV certified copies of Company Registration Certificates reflecting names and identity numbers of active shareholding of all parties must be attached.

5. In case of a JV a copy of a JV agreement.

6. Municipal rates and taxes certificate not older than **90 days** or a lease agreement showing who is liable for municipal rates between the lessor or lessee (if the lessee is municipal rates and taxes certificates not older than 90 days).

7. In the case of a JV municipal rates and taxes certificates not older than 90 days or lease agreement showing who is liable for municipal rates between the lessor or lessee (if the lessee is municipal rates and taxes certificates not older than 90 days) of all parties must be attached.

8. All supplementary/compulsory forms contained in the bid document must be completed and signed in full.

9. All bidders must be registered in the suppliers’ National Treasury Centralised Supplier Database (CSD) before closure date.

10. Other requirements are listed in the tender documents.

**PLEASE NOTE:**

1. **Section 217** of the Constitution of the Republic of South Africa requires an organ of state to contract for goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective.

2. No bid(s) will be accepted from a person who is in the service of the state.

3. The following shall not be considered: - (i) Tenders received after the closing date and time determined here-in. (ii) Tenders of which the envelopes have not been duly marked for identification. (iii) Telegraphic, faxed and telephonic tenders or those completed in pencil.

4. The lowest bid/proposal will not necessarily be accepted and the Municipality reserves the right to accept where applicable a part or portion of any bid or where possible accept bids or proposals from multiple bidders OR the Municipality does not bind itself to accept the lowest or any tender and it reserves the right to accept any tender wholly or partially.

5. **Municipal Supply Chain Management Policy and Preferential Procurement Framework Act no 5 of 2000** and **Preferential Procurement Regulations of 2022** will be applied **(A tenderer failing to submit proof of required evidence to claim preferences for specified goals, which is in line with section 2 (1) (d) (ii) of the Act. Will forfeit points)**

6. Bids or proposals that are invalid, non-responsive in terms of **21 (d) (iii)** of the Mohokare Supply Chain Management Policy will be disqualified at the opening.

7. In the case where the bid valid period is not indicated in the bid document the bid validity period shall be **120 days** form the closing date of the bid. The municipality will only communicate the outcome of the bid with the successful bidder.

**ADDITIONAL NOTES:**

All bids should be deposited in the tender box at the Mohokare Local Offices, Hoofd Street, Zastron by not later than 14:00 of the closing date stated above. The envelope must be **CLEARLY MARKED FOR IDENTIFICATION,** SCM number; respectively and Advert description as stated above: Tenders listed in the National Treasury’s Register of Defaulters will be automatically disqualified.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. M. Mohale

Acting Municipal Manager

12/04/2024

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.2: TENDER DATA**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PART T1.2: TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 as published in Government Gazette No 33239 of 28 May 2010 and as amended and supplemented by the Tender Data in this Part T1.2. The complete extract entitled “Annex F” of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 with its originally published page numbers “34” to “45” is bound into Part T1.3. These Conditions of Tender are furthermore subject to the requirements of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011, and to the requirements of the Preferential Procurement Regulations of MOHOKARE LOCAL MUNICIPALITY.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

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

| **Clause** | **Addition or Variation to Standard Conditions of Tender** | | |
| --- | --- | --- | --- |
| **1.** | **General** | | |
| 1.1 | *Add the following:* The Employer is **MOHOKARE LOCAL MUNICIPALITY**. | | |
| 1.2 | *Add the following:* The tender documents issued by the employer comprise of one volume only and consists of the following:  **VOLUME 1: TENDER DOCUMENT**  **PORTION 1: TENDER**  **Part T1 Tendering Procedures**  Part T1.1 Tender Notice and Invitation to Tender  Part T1.2 Tender Data  Part T1.3 Standard Conditions of Tender  **Part T2 Returnable Documents and Schedules**  Part T2.1 MBD Forms  Part T2.2 Returnable Documents  Part T2.3 Returnable Schedules  Part T2.4 Checklist  **PORTION 2: CONTRACT**  **Part C1 Agreements and Contract Data**  Part C1.1 Form of Offer and Acceptance  Part C1.2 Contract Data  Part C1.3 Form of Guarantee  Part C1.4 Ministerial Determination  Part C1.5 Health & Safety Specifications by Employer  **Part C2 Pricing Data**  Part C2.1 Pricing Instructions  Part C2.2 Bill of Quantities  Part C2.3 Summary of Bill of Quantities  **Part C3 Scope of Work**  Part C3.1 Description of the Works  Part C3.2 Engineering  Part C3.3 Procurement  Part C3.4 Construction  Part C3.5 Specifications  **Part C4 Site Information**  Part C4.1 Scope of Site Information  Part C4.2 Subsoil Investigation  Part C4.3 Existing Services  Part C4.4 Existing Buildings & Structures  **Part C5 Annexures**  The following publications form part of the contract documents but is not supplied by the employer.  **VOLUME 2: GENERAL CONDITIONS OF CONTRACT**  The General Conditions of Contract for Construction Works, 3rd Edition (2015), as published by the South African Institution of Civil Engineering. This document is available at the Contractor’s expense from the Secretary of the South African Institution of Civil Engineering, Private Bag X200, Halfway House, Midrand, 1685.  Volume 1 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.  . | | |
| 1.3.2 | *Replace the item with the following:*  The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender. | | |
| 1.4  1.4.1 | *Add the following:*  The Employer’s agent is as applicable in the individual contracts (also known as the Engineer):  Proper Consulting Engineers  35 Frans Kleynhans  Bloemfontein  9301  Tel: (051) 451 1721 / (082) 300 6853  e-mail: [danie@propercon.co.za](mailto:danie@propercon.co.za) | | |
| **2.** | **Tenderer’s Obligations** | | |
| 2.1 | *Add the following:*  Only those tenderers who are registered with the CIDB, 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 6ME class of construction work are eligible to have their tenders evaluated. For the sake of clarity and subject to satisfactory proof of a tenderer’s ability to perform the work specified at the tendered value, the Employer requires the tenderer to have a **6ME** or higherCIDB rating.  Joint Ventures are eligible to submit tenders provided that:  (a) every member of the joint venture is registered with the CIDB;  (b) the lead partner has a contractor grading designation of 6ME or higher; and  (c) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is one category higher than a contractor grading designation determined in accordance with the sum tendered for a ME class of construction work. | |
| 2.2 | *Add the following:*  Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers.  Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable.  Accept that the Employer will not compensate the Tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent (if required).  Accept that the Employer will not compensate the tenderer for any cost incurred in supplying additional information or samples for consideration as part of the tender process. | | |
| 2.7 | *Add the following:*  A compulsory site visit and clarification meeting will be held as follows:  Refer to Tender Notice and Invitation to Tender (Section T1.1 of the document).  Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2.10 of the Document.  Tender documents will not be made available at the site visit or clarification meeting. Details relating to the collection of tender documents are indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document). | | |
| 2.8 | *Replace the item with the following:*  Request clarification of the tender documents, if necessary, by notifying the Employer’s official or the Employer’s agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15. | | |
| 2.9 | *Replace the item with the following:*  The Employer does not provide insurance. The Contractor is responsible for providing full insurance cover for the contract. | | |
| 2.10.5 | *Add the following new clause to Item 2.10:*  A digital copy of the Bill of Quantities in spreadsheet format may be obtained from the Employer’s official or the Employer’s agent indicated in the tender notice and invitation to tender (section T1.1) upon sufficient notice. | | |
| 2.11 | *Add the following:*  To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry. | | |
| 2.12.1 | *Add the following:*  All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender. | | |
| 2.12.2 | *Add the following:*  Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with these Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works.  Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.  No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer. | | |
| 2.13 | *Add the following:*  No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures. | | |
| 2.13.2 | *Replace the item with the following:*  Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.  All volumes are to be left intact in their original formats and no pages shall be removed or re-arranged. | | |
| 2.13.3 | *Add the following:*  No copies of the tender offer are required. | | |
| 2.13.4 | *Add the following:*  Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3. | | |
| 2.13.5 | *Add the following:*  The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:  Tender box location: MUNICIPAL RECEPTION AREA  Physical address: MOHOKARE LOCAL MUNICIPALITY  MUNICIPAL OFFICE,20 HOOFD STREET  ZASTRON  9950  Identification details:  **Bid No. SCM/MOH/02/2024**  ***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***  The name and address of the tenderer shall be entered on the back of the envelope. | | |
| 2.13.6 | *Add the following:*  A two-envelope procedure will **NOT** be followed. | | |
| 2.13.10 | *Add the following new clause to Item 2.13:*  Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned. | | |
| 2.14 | *Add the following:*  The Tenderer is required to enter information in the following sections of the document:  Part T2.1 : MBD Forms  Part T2.2 : Returnable Documents  Part T2.3 : Returnable Schedules  Part T2.4 : Checklist  Part C1.1 : Form of Offer and Acceptance  Part C1.2 : Contract Data (Part 2)  Part C2.2 : Bill of Quantities  Part C2.3 : Summary of Bill of Quantities  The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.  The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.  Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.  The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.  **Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer’s past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2 of contracts of a similar nature and magnitude which they have successfully executed in the past.**  Accept that the Employer is restricted in accordance with clause 5(h) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. | | |
| 2.15.1 | *Add the following:*  Mangaung LogoThe closing time and location for the submission of tender offers are:  Closing date and time: WEDNESDAY, 17 MAY 2024 AT 14H00  Location: ZASTRON TOWNHALL  MOHOKARE LOCAL MUNICIPALITY  MUNICIPAL OFFICE,1 HOOFD ST  ZASTRON  9950 | | |
| 2.16.1 | *Add the following:*  The tender offer validity period is **90** days.  If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day. | | |
| 2.16.3 | *Add the following:*  Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed. | | |
| 2.18.3 | *Add the following new clause to Item 2.18:*  Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.  Accept that the Employer or his agent, reserves the right to approach the Tenderer’s banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture. | | |
| 2.22 | *Replace the item with the following:*  Return all retained tender documents prior to the closing time for the submission of Tender Offers. | | |
| 2.23 | *Add the following:*  The following certificates/information are to be provided with the tender offer:  (a) Original valid tax clearance certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette No 34350 dated 8 June 2011),  (b) Certified copy of VAT Registration Certificate,  (c) Certified copy of Certificate of Incorporation (if tenderer is a Company)  (d) Certified copy of Founding Statement (if tenderer is a Closed Corporation)  (e) Certified copy of Partnership Agreement (if tenderer is a Partnership)  (f) Certified copy of Identity Document (if tenderer is a One-man concern),  (g) Joint venture agreement (if the tenderer is a joint venture).  (h) Proof of CIDB Registration. A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the CIDB and holds a valid registration certificate issued by the Board.  (i) Original Property Rates & Taxes Clearance Certificate, or a copy of a Valid Lease Agreement (if renting)  (j) Previously successfully completed Completion Certificates.  (k) Certified copies of Curricula Vitae of all supervisory and safety personnel.  (l) Pro-forma Certificate of Insurance cover.  (m) Valid certificate of B-BBEE Status Level of Contributor as issued by an accredited body. To be attached to the relevant Form in Part 2.2 Returnable Schedules  (n) Certified copy of CSD registration  (o) Certified copy three years audited financial statements | | |
| **3.** | **The Employers Undertakings** | | |
| 3.1.1 | *Replace the item with the following:*  Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date. | | |
| 3.4.1 | *Add the following:*  The time and location for opening of the tender offers are:  Closing date and time: WEDNESDAY 15 MAY AT 14H00  Location ZASTRON TOWNHALL  MOHOKARE LOCAL MUNICIPALITY  MUNICIPAL OFFICE,1 HOOFD ST  ZASTRON  9950 | | |
| 3.5 | *Replace the item with the following:*  A two-envelope procedure will **NOT** be followed. | | |
| 3.8.3 | *Add the following new sub item to Item 3.8:*  **Functionality** The functionality criteria are as listed in the table below:   |  |  |  |  | | --- | --- | --- | --- | | **Criteria** | **Points Allocated** | **Weight** | **Evaluation Indicators** | | Number of similar types of projects **(Water Treatment works)** of R10million or more successfully completed by the contractor.   * 1. project   2-3 projects  4-5 projects  6-7 projects  8 projects and above | 15  20  25  30  35 | 35 | Provide signed **appointment and completion letter** of similar projects **(Water Treatment works)** completed with reference letters of the clients that confirms that project was done.  For subcontracting: appointment and completion letter of the main contractor from the client with reference letter of subcontractor Company name must be attached. | | Personnel references (number of water treatment works of R10million or above projects successfully completed by **the Contractor manage** with their certified qualification:   * 1. projects   2-3 projects  4-5 projects  6-7 projects  8 projects and above | 3  6  9  12  15 | 15 | Provide the CV of the CM with list of similar projects they have completed and their certified qualifications **(minimum N. Diploma and above in Mechanical Engineering or relevant)** and must currently be employed by the Bidding company, if not then a letter stating such intent to employ this person, including this person’s signature of willingness & acceptance for the intended duration of the project. | | Personnel references (number of water treatment works of R10million or above projects successfully completed by **Site Agent** with their certified qualifications.   * 1. projects   2-3 projects  4-5 projects  6-7 projects  8 projects and above | 10  15  20  25  30 | 30 | Provide the CV of the SA with list of similar projects they have completed and their certified qualifications **(minimum N. Diploma and above in Mechanical Engineering or relevant)** and must currently be employed by the Bidding company, if not then a letter stating such intent to employ this person, including this person’s signature of willingness & acceptance for the intended duration of the project. | | Personnel references (number of water treatment works of R10million or above projects successfully completed by **General Foreman** with their certified qualifications.   * 1. projects   2-3 projects  4-5 projects  6-7 projects  8 projects and above | 8  11  14  17  20 | 20 | Provide the CV of the GF with list of similar projects they have completed and their certified qualifications **(minimum NQF Level 4 or above)** and must currently be employed by the Bidding company, if not then a letter stating such intent to employ this person, including this person’s signature of willingness & acceptance for the intended duration of the project. |  |  |  | | --- | --- | | **Description** | **Minimum Requirements** | | Contracts Manager or Site Manager | The Contracts Manager / Site Manager will be required to spend 80% of his time on site |   The Tenderer must comply with the minimum requirements in accordance with the Functionality Criteria table above and must obtain at least **80** points under the Points Allocation of the Functionality Criteria to qualify.  tender variation formula.jpg  Ps = percentage scored for functionality  So = total score of bid/proposal  Ms = maximum possible score  Ap = percentage allocated for functionality | | |
| 3.9 | | *Replace the item with the following:*  Check responsive tender offers for arithmetical errors.  Correcting arithmetical errors in the following manner:  (a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.  (b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the corrected total of the prices shall govern.  (c) Where there is a discrepancy between the amount indicated in the Tenderer’s tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.  Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. | |
| 3.11.3 | | *Add the following:*  Up to 10 tender evaluation points may be awarded to tenderers for suitable B-BBEE certification of **Status Level of contributor** and who are found to be eligible for the preference claimed.  Unless stated otherwise, and where not in conflict with this Tender Data, the Preferential Procurement Regulations of the MOHOKARE LOCAL MUNICIPALITY bound in this document as Part T1.4, shall also apply.  Only tenders that pass the eligibility criteria shall be evaluated. Evaluation shall be done in terms of Method 2 (Financial Offer and Preferences). | |
| 3.11.7 | | *Add the following:*  Score the financial offers of remaining responsive tender offers using the following formula:  NFO=W1 x A,  Where: NFO is the number of tender evaluation points awarded for the financial offer  W1 is the maximum possible evaluation points and is equal to 90  A is formula 2, option 1 in Table F.1 | |
| 3.11.8 | *Replace the item with the following:*  **Scoring preference**  The tenderer is required to submit a B-BBBEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see relevant form in Returnable Schedules). See also [www.sanas.co.za](http://www.sanas.co.za) for details of accredited Verification Agencies.  Eligibility for preference points is subject to the following conditions:  (a) A tenderer’s scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette; and  (b) The scorecard shall be submitted as a certificate attached to the relevant page of the Returnable Documents; and  (c) The certificate shall have been issued by  (i) a verification agency accredited by the South African National Accreditation System (SANAS); or  (ii) a registered auditor approved by the Independent Regulatory Board of Auditors (IRBA), in accordance with Government Notice 754 issued by the Department of Trade and Industry on 23 September 2011 under Government Gazette 34612; and  (d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised tender closing date (see Tender Data F.2.15); and  (e) Compliance with any other information requested to be attached to the relevant page of the Returnable Documents; and  (f) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate; and  (g) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference; and  (h) In the event of a Joint Venture (JV), a consolidated B-BBBEE Verification Certificate in the name of the JV shall be submitted. | | |
| 3.12 | *Replace the item with the following:*  If requested by any Tenderer, submit for the Tenderers’ information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide. | | |
| 3.13.1 | *Add the following new sub item to Item 3.13:*  A Tender offer will only be accepted on condition that such acceptance is not prohibited in terms of the Municipal Supply Chain Management Regulations published in terms of the Municipal Finance Management Act 56 of 2003. | | |
| 3.16 | *Replace the item with the following:*  Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer. | | |
| 3.17 | *Add the following:*  The successful tenderer shall receive one copy of the signed contract. | | |

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T1.3: STANDARD CONDITIONS OF TENDER**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

The Standard Conditions of Tender that shall govern, shall be the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity as published in CIDB Board Notice 86 of 2010 and as published in Government Gazette No 33239 of 28 May 2010 as amended and supplemented by the Tender Data in Part T1.2.

The complete extract entitled “Annex F” is bound hereafter into this volume and may not have been edited where found in electronic format by any tender document compiler or tenderer. However, where differences between the original published edition and the edition bound in this document are evident, the original published edition shall govern.

**Annex F**

(Normative)

**Standard Conditions of Tender**

**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 fulfil his or her duties impartially.

ii) An individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **Comparative offer** means the tenderer’s financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**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 The employer’s right to accept or reject any tender offer**

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

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

**F.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**

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

**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**

No insurance will be provided by the Employer.

**F.2.10 Pricing the tender offer**

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

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

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

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

**F.2.11 Alterations to documents**

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 states 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 e­mail 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 non­responsive.

**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 with or without any conditions attached to such extension.

**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 non­responsive.

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

**F.3.1.2** 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 three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**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** Were 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 advice 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 non­conforming deviation or reservation.

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

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

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

a) The gross misplacement of the decimal point in any unit rate;

b) Omissions made in completing the pricing schedule or bills of quantities; or

c) Arithmetic errors in:

i) Line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) The summation of the prices.

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

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

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

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

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

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

**F.3.11 Evaluation of tender offers**

**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: Financial offer**

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.

b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

c) Re­-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

**F.3.11.3 Methods 2: Financial offer and preference**

In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

TEV =NFO + NP

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-­rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated

**F.3.11.4 Method 3: Financial offer and quality**

In the case of a financial offer and quality:

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

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

TEV =NFO + NQ

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

**F.3.11.5 Method 4: Financial offer, quality and preferences**

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

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

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula, unless otherwise stated in the Tender Data:

TEV =NFO + NP + NQ

Where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

**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 =W1xA

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 1a** | **Option 2 a** |
| 1 | Highest price or discount | | A = (1 + (P - Pm))  Pm | A = P / Pm |
| 2 | Lowest price or percentage commission / fee | | A = (1 - (P - Pm))  Pm | A = Pm / P |
| a *Pm* 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 quality**

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

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

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**

No insurance will be provided by the Employer.

**F.3.13 Acceptance of tender offer**

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

1. 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.

**F.3.18 Provide written reasons for actions taken**

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

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS***

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**CONTENTS**

**Section Description Page No**

PART T2.1 MBD FORMS T2.1-1 to 20

PART T2.2 RETURNABLE DOCUMENTS T2.2-1 to 16

PART T2.3 RETURNABLE SCHEDULES T2.3-1 to 26

PART T2.4 CHECKLIST T2.4-1 to 5

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.1: MBD FORMS**

**MBD FORMS CHECKLIST**

|  |  |  |
| --- | --- | --- |
|  |  | MBD 1: INVITATION TO BID & COMPANY INFORMATION |
|  |  |  |
|  |  | MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS |
|  |  |  |
|  |  | MBD 3.1: PRICING SCHEDULE FIRM PRICES (PURCHASES) |
|  |  |  |
|  |  | MBD 3.2: PRICING SCHEDULE NON-FIRM PRICES (PURCHASES) |
|  |  |  |
|  |  | MBD 3.3: PRICING SCHEDULE (PROFESSIONAL SERVICES) |
|  |  |  |
|  |  | MBD 4: DECLARATION OF INTEREST |
|  |  |  |
|  |  | MBD 5: DECLARATION FOR PROCUREMENT ABOVE 10 MILLION |
|  |  |  |
|  |  | MBD 6.1: PREFERENCE POINTS CLAIM FORM |
|  |  |  |
|  |  | MBD 8: DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES |
|  |  |  |
|  |  | MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION |



**DECLARATION OF INTEREST MDB 4**

1. No bid will be accepted from persons in the service of the state 1.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name: ……………………………………………….……………………………………….……..……

3.2 Identity Number: …………………………………………………………………………………….……....

3.3 Company Registration Number: …………………………………………………………………...………

3.4 Tax Reference Number: …………………………………………………………………………...……….

3.5 VAT Registration Number: ……………………………………………………………………….…..…….

3.6 Are you presently in the service of the state? YES / NO

3.6.1 If so, furnish particulars.

………………………………………………………………………………………………………………………...………

………………………………………………………………………………………………………………………...………

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

3.7.1 If so, furnish particulars.

……………………………………………………………………………………………………………………….…..……

………………………………………………………………………………………………………………………...………

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

3.8.1 If so, furnish particulars.

……………………………………………………………………..................................................................................

..........……………………………………………………………………......................………………............................

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.9.1 If so, furnish particulars.

……………………………………………………………………..................................................................................

……………………………………………………………………..................................................................................

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

3.10.1 If so, furnish particulars.

……………………………………………………………………..................................................................................

……………………………………………………………………..................................................................................

3.11 Are any spouse, child or parent of the company’s directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.11.1 If so, furnish particulars.

……………………………………………………………………..................................................................................

……………………………………………………………………..................................................................................

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **State Employee**  **Number** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**CERTIFICATION**

I, THE UNDERSIGNED ...…………………………………………………………………CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

|  |  |
| --- | --- |
|  |  |

**SIGNED ON BEHALF OF TENDERER DATE**:

|  |  |
| --- | --- |
|  |  |

**POSITION NAME OF BIDDER:**

MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

(i) any municipal council.

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces.

(b) a member of the board of directors of any municipal entity.

(c) an official of any municipality or municipal entity.

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999)

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature

**MBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

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

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

* 1. Points for this bid shall be awarded for:

1. Price; and
2. Specific goals
   1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and Specific Goals must not exceed** | **100** |

* 1. Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will be interpreted to mean that preference points for specific goals are not claimed.
  2. 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.

1. **DEFINITIONS**

The words in this policy shall bear a meaning as prescribed and/or ascribed by applicable legislation, and in the event of a conflict, the meaning attached thereto by National Legislation shall prevail:

1. “Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
2. “Black people” as defined in the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), is a generic term which means Africans, Coloured and Indians.
3. “Tender” means a written offer or bid in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services or goods.
4. “”price” means an amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
5. “rand value” means the total estimated value of a contract in rand, calculated at the time of bid tender invitation, and includes all applicable taxes and
6. “tender for income generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auction.
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
   1. **POINTS AWARDED FOR PRICE**
      1. **THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P min = Price of lowest acceptable bid

1. **POINTS AWARDED FOR SPECICATION GOALS**

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement

Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals

stated in table 1 below as may be supported by proof/ documentation stated in the

conditions of this tender:

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

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

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

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

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

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

|  |  |
| --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points allocated (80/20 system)**  **(To be completed by the organ of state)** |
| Location Based  Within Mohokare Local Municipality: 10 Points  Within Xhariep District 6 Points  Within Free State: 4 Points  Outside Free State: 2 Points | 10 |
| B-BBEE  Level 1: 10 Points  Level 2: 8 Points  Level 3: 6 Points  Level 4: 4 Points  Level 5: 2 Points  Level 6: 2 Points  Level 7: 2 Points  Level 8: 2 Points  non-compliant contributor 0 points | 10 |
| **Total Points Allocated** | **20** |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm: ………………………………………………………………………….
  2. VAT registration number: …………………………………….…………………………….……
  3. Company registration number: ………….……………………….……………….……….…….
  4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

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

1. The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

(a) disqualify the person from the tendering process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

……………………………………..

…………………………………….

**ATTACH HERETO PROOF OF LOCATION OF OFFICE: MUNICIPAL STATEMENTS, LEASE AGREEMENT AND AFFIDAVIT FOR RURAL ENTITIES**

**ATTACH HERETO CERTIFIED B-BBEE CERTIFICATE**

MBD 8

# DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
   1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system.
   2. been convicted for fraud or corruption during the past five years;
   3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
   4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Question** | **Yes** | **No** |
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).  **The Database of Restricted Suppliers now resides on the National Treasury’s website (**[www.treasury.gov.za](http://www.treasury.gov.za)**) and can be accessed by clicking on its link at the bottom of the home page.** | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  **The Register for Tender Defaulters can be accessed on the National Treasury’s website (**[**www.treasury.gov.za**](http://www.treasury.gov.za)**) by clicking on its link at the bottom of the home page.** | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| **Item** | **Question** | **Yes** | **No** |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.7.1 | If so, furnish particulars: | | |

**CERTIFICATION**

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS**

**DECLARATION FORM TRUE AND CORRECT.**

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

**………………………………………... …………………………..**

**Signature Date**

**………………………………………. …………………………..**

**Position Name of Bidder**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

1. 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.
2. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**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

**MBD 9**

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. 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.

1. 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.
2. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**MBD 9**

1. 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

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

**THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.2: RETURNABLE DOCUMENTS**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

**THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

# PART T2.2: RETURNABLE DOCUMENTS

The tenderer must complete **VOLUME 1: TENDER DOCUMENT** in its entirety.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

**Documents required for tender evaluation purposes:**

A: Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)

B: Certified copy of VAT Registration Certificate

C: Certified copy of Certificate of Incorporation (if tenderer is a Company)

D: Certified copy of Founding Statement (if tenderer is a Closed Corporation)

E: Certified copy of Partnership Agreement (if tenderer is a Partnership)

F: Certified copy of Identity Document (if tenderer is a One-man concern)

G: Joint Venture Agreement (if the tenderer is a joint venture)

H: Certified copy of CIDB Registration Certificate

I: Original Property Rates and Taxes Clearance certificate or copy of valid Lease Agreement (if renting)

J: Previously Successfully Completed Completion Certificates

K: Certified copies of curricula vitae of all supervisory and safety personnel

L: Pro-forma Certificate of Insurance Cover.

M. Certificate of Tenderer’s Certified B-BBEE Status Level of Contributor (in terms of the Preferential Procurement Regulations, 2011 published in Government Gazette, No 34350, dated 8 June 2011)

N Three years audited financial statements.

O. Proof of Central Supplier Database registration.

**A: ORIGINAL VALID TAX CLEARANCE CERTIFICATE**

**B: CERTIFIED COPY OF VAT REGISTRATION CERTIFICATE**

Attach Original Certificate

**C:CERTIFIED COPY OF CERTIFICATE OF INCORPORATION (if tenderer is a company)**

Attach Original Certificate

**D: CERTIFIED COPY OF FOUNDING STATEMENT (if tenderer is a closed corporation)**

Attach Original Certificate

**E: CERTIFIED COPY OF PARTNERSHIP AGREEMENT (if tenderer is a partnership)**

Attach Original Certificate

**F: CERTIFIED COPY OF IDENTITY DOCUMENT (if tenderer is a one-man concern)**

Attach Original Certificate

**G: JOINT VENTURE AGREEMENT (if the tenderer is a joint venture)**

Attach Original Certificate

**H: CERTIFIED COPY OF CIDB REGISTRATION CERTIFICATE**

Attach Original Certificate

**I: ORIGINAL PROPERTY RATES AND TAXES CLEARANCE CERTIFICATE OR COPY OF VALID**

Attach Original Certificate

**LEASE AGREEMENT (if renting)**

**J:** **PREVIOUSLY SUCCESSFULLY COMPLETED COMPLETION CERTIFICATES**

Attach Original Certificate

**K: CERTIFIED COPIES OF CURRICULA VITAE OF ALL SUPERVISORY AND SAFETY**

Attach Original Certificate

**PERSONNEL**

Attach Original Certificate

**L: PRO-FORMA CERTIFICATE OF INSURANCE COVER**

**Note to tenderer:**

**In the event of the tenderer being a joint venture/consortium the following details of the individual members must also be provided after award of Contract.**

**The tenderer shall provide the following details of this insurance cover:**

1. Name of Tenderer: …………………………………………………………………………………..
2. Period of Validity: …………………………………………………………………………………….
3. Value of Insurance:

(a) Insurance for Works and Contractor’s Equipment:

Company: …………………………………………………………….

Value: …………………………………………………………………

(b) Insurance for Contractor’s Personnel:

Company: …………………………………………………………….

Value: …………………………………………………………………

(c) General Public Liability:

Company: …………………………………………………………….

Value: …………………………………………………………………

(d) South African Special Risks Insurance Association (SASRIA):

Company: …………………………………………………………….

Value: …………………………………………………………………

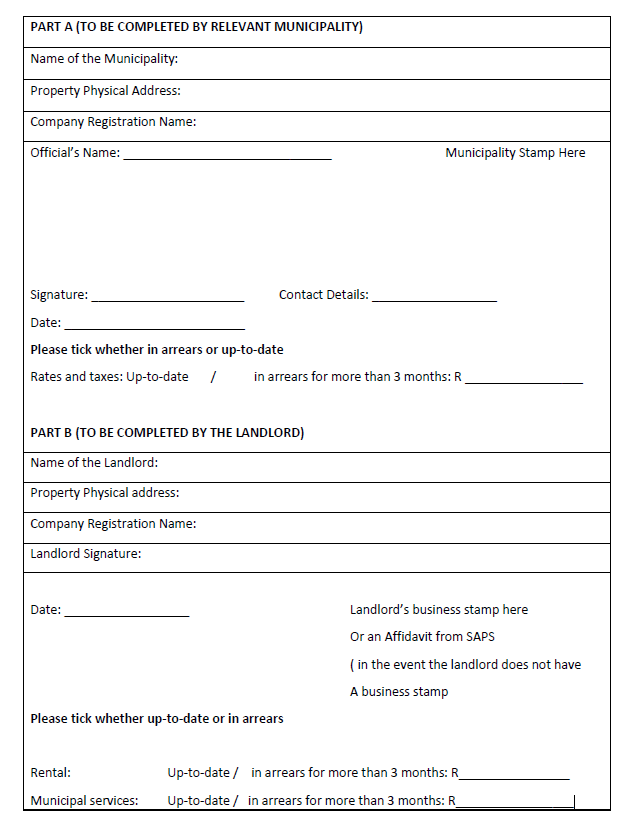
Tenderer/(Authorised Signatory Signature): ………………………………….

**M: CERTIFICATE OF TENDERER’S CERTIFIED B-BBEE STATUS LEVEL OF CONTRIBUTOR**

Notes to tenderer:

1. The tenderer shall attach to this form a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see F.3.11.8 of the tender data).
2. In the event of a Joint Venture (JV), a consolidated BEE Verification Certificate in the name of the JV shall be attached.
3. The attached Verification Certificate and the associated Assessment Report shall identify:
4. The name and domicilium citandi et executandi of the tenderer.
5. The registration and VAT number of the tenderer.
6. The dates of granting of the BBBEE score and the period of validity.
7. The expiry date of the Verification Certificate.
8. A unique identification number.
9. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
10. The name and/or mark/logo of the BEE Verification Agency.
11. The category (GENERIC, QSE, Exempt) in which the tenderer has been measured.
12. The broad-based BEE status level.
13. The SANAS logo on the Verification Certificate once verification agencies have been accredited.
14. The BBBEE procurement recognition level.
15. The score achieved per BEE element.
16. The % black shareholding.
17. The % black women shareholding.
18. The % black persons with disabilities
19. The value added status of the tenderer.
20. The Employer will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a Verification Agency’s standard certificate format. The tenderer, at its own cost, must acquire any missing specified data listed in 3 above from its selected Verification Agency and have it recorded on the certificate. Alternatively, such missing data must be supplied separately, but certified as correct by the same Verification Agency and also attached to this form. Failure to abide by this requirement will result in such a tenderer scoring zero preference.
21. Attached copy of BEE Verification Certificate.

**N: RATES CLEARANCE**



**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

**THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)**

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.3: RETURNABLE SCHEDULES**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

# PART T2.3: RETURNABLE SCHEDULES

The tenderer must complete the following returnable schedules.

The documents and schedules the tenderer shall submit with the tender shall include, but not be limited to those set out below.

**Documents that will become part of the Contract:**

# INDEX

**Section Description Page No**

T2.3.1 Alterations by Tenderer T2.3-3

T2.3.2 Works Previously Executed T2.3-4

T2.3.3 Present Commitments T2.3-5

T2.3.4 Supervisory and Safety Personnel T2.3-6

T2.3.5 Contract Participation Goal (CPG) Schedule T2.3-7

T2.3.6 Labour Utilisation T2.3-9

T2.3.7 Compliance with OHSA (Act 85 of 1993) T2.3-12

T2.3.8 Plant and Equipment T2.3-13

T2.3.9 Sub-contractors T2.3-14

T2.3.10 Site Inspection Certificate T2.3-15

T2.3.11 Authority of Signatory T2.3-16

T2.3.12 Prospective tenders registration form/Change of registration form T2.3-17

T2.3.13 Joint Venture Agreement T2.3-19

T2.3.14 Affidavit T2.3-21

T2.3.15 Declaration of Interest T2.3-24

T2.3.16 Banking Details T2.3-25

T2.3.17 Rates for Special Materials T2.3-28

##### T2.3.1: ALTERATIONS BY TENDERER

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

|  |  |
| --- | --- |
| Page | Clause or Item |
|  |  |

SIGNATURE OF TENDERER: DATE:

T2.3.2: WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Employer | Engineer \* | Nature of Works | Value of Works | Duration and Completion Date |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
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***Failure to detail the required information, shall signify that the tender is submitted by an inexperienced tenderer.***

SIGNATURE OF TENDERER: DATE:

\*State firm, contact person and telephone number.

T2.3.3: PRESENT COMMITMENTS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Employer | Consulting Engineer \* | Nature of Works | Value of Works | Duration and Completion Date |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |

SIGNATURE OF TENDERER: DATE:

\*State firm, contact person and telephone number.

###### T2.3.4: SUPERVISORY AND SAFETY PERSONNEL

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Name | % Time on Site | Position  (Current) | Service  (Years) | Name of Project  And year executed | Value of  Works | Position  Occupied |
| Contracts Manager |  |  |  |  |  |  |
|  |  |  |  |  |  |
| Contractor’s Site Agent |  |  |  |  |  |  |
|  |  |  |  |  |  |
| Contractor's Foremen |  |  |  |  |  |  |
|  |  |  |  |  |  |
| Construction Health and Safety Officer |  |  |  |  |  |  |
|  |  |  |  |  |  |

Tenderers shall indicate the percentage of working time these persons will be engaged on site. Tenderers are required to provide copies of curriculum vitas of all supervisory and safety personnel.

SIGNATURE OF TENDERER: DATE:

**T2.3.5: CONTRACT PARTICIPATION GOAL (CPG) SCHEDULE: PARTICIPATION OF TARGETED LABOUR**

|  |
| --- |
| **1. DEFINITIONS**  The following definitions shall apply to this schedule:  **1.1 Targeted labour**  Individuals, employed by the Contractor or approved SMME/ABE subcontractors in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area.  **1.2 Target Group**  For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the Contractor’s own staff, unless such staff are also from the Target Area.  **1.3 Target Area**  The target area is defined as the area resorting under the MOHOKARE LOCAL MUNICIPALITY areas, in which the project is located.  **2. CONDITIONS ASSOCIATED WITH THE GRANTING OF CPG CREDITS**  The Tenderer, undertakes to:  (1) engage Targeted Labour in accordance with the provisions of the SANS 1914-5 as varied in Section 3 hereunder;  (2) accept the sanctions set out in Section 4 below should such conditions be breached; and  (3) complete the Tendered Contract Participation Goal contained in section 5 of this schedule.  **3. VARIATIONS TO THE TARGETED CONSTRUCTION PROCUREMENT SPECIFICATION SANS 1914-5**  The variations to SANS 1914-5 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-5, the requirements of the variations shall prevail:   * 3 Requirements * 3.1 Contract participation goal   *ADD THE FOLLOWING TO 3.1.1:*  “Targeted labour shall be engaged in the performance of the contract to the value of …….% (insert %) of the Net Amount as defined in 2.6 of SANS 1914-5.”  **4. SANCTIONS**  In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reason beyond the Contractor’s control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:  P = 1.0 x (D – Do) x NA  (100)  where:  D = tendered Contract Participation Goal percentage  Do = the Contract Participation Goal which the Employer’s representative based on the credits passed, certifies as being achieved upon completion of the Contract  NA = Net Amount (Actual contract expenditure, excluding VAT)  P = Rand value of penalty payable.  **5. TENDERED CONTRACT PARTICIPATION GOAL (minimum set-aside on this contract is 7.5%)**  I/we hereby tender a Contract Participation Goal of ……….% for the Participation of Targeted Labour.  The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, confirms that he/she understands the conditions under which such Contract Participation Goal is approved and confirms that the tender satisfies the conditions pertaining to the Contract Participation Goal for the Participation of Targeted Enterprises.  SIGNATURE: NAME:  DULY AUTHORISED TO SIGN ON BEHALF OF CONTRACTOR: |

**T2.3.6: LABOUR UTILISATION**

Labour Categories - Definitions

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

**1. General Foreman/Foreman**

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

(a) Supervision

(b) Maintaining discipline

(c) Ensuring safety on the workplace

(d) Being responsible to the Contractor for efficiency and production for his/her portion of the works

(e) Performing skilled work, whether in an instructional capacity or otherwise.

**2. Charge hand**

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

(a) Being primarily employed in a supervisory capacity, but who may also be doing the work of an artisan

(b) Giving out work to other employees under his/her control and supervision

(c) Ensuring safety on the workplace

(d) Maintaining discipline

(e) Being directly responsible to a general foreman or foreman or the Contractor or the Contractor's representative for efficiency and production for his/her portion of the works.

**3. Artisan**

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

**4. Team Leader**

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

(a) Being employed in a supervisory capacity, but who may also be doing the work of a skilled person

(b) Giving out work to other employees under his control and supervision

(c) Maintaining discipline

(d) Being directly responsible to a Charge hand or a foreman or a general foreman or the employer's authorised representative for efficiency and production for his portion of the works.

**5. Skilled Employee**

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

**6. Semi-Skilled Employee**

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

**7. Unskilled Employee**

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

**8. Imported Employee**

Personnel permanently employed by Contractor.

**9. Local Employee**

Temporary workforce employed through Labour Desk.

**MAN DAYS**

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

SIGNATURE OF TENDERER: DATE:

**T2.3.7: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

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

2. Who will prepare the Contractors Health and Safety Plan? (Provide a copy of

the person/s curriculum vitae/s or company profile).

3. Does the Contractor have a health and safety policy? (If yes, provide a copy). YES / NO

How is this policy communicated to all employees?

4. Does the Contractor keep records of safety aspects of each construction site? YES / NO

If yes, what records are kept?

5. Does the Contractor conduct monthly safety meetings? If yes, who is the YES / NO

chairperson of the meeting, and who attends these meetings?

6. Does the Contractor have a safety officer in his employment, responsible for the YES / NO

overall safety of his company?

If yes, please explain his duties and provide a copy of his CV.

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

8. Does the Contractor have a safety induction training programme in place? YES / NO

(If yes, provide a copy).

SIGNATURE OF TENDERER: DATE:

**T2.3.8: PLANT AND EQUIPMENT**

1. Major Plant and Equipment available for this Contract :

|  |  |
| --- | --- |
| Quantity | Size, Description, Capacity, etc |
|  |  |

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

|  |  |
| --- | --- |
| Quantity | Size, Description, Capacity, etc |
|  |  |

SIGNATURE OF TENDERER: DATE:

**T2.3.9: SUB-CONTRACTORS**

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

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

|  |  |  |
| --- | --- | --- |
| Company | Portion of Contract | Approx. Value |
|  |  |  |

SIGNATURE OF TENDERER: DATE:

##### T2.3.10: SITE INSPECTION CERTIFICATE

As required by Clause 2.7 of the Tender Data, I/we certify that I/we have visited the site of the Works and attended the compulsory site visit and clarification meeting on the date certified below.

I/we further certify that I am/we are satisfied with the description of the Work and the explanations given by the Engineer at the site visit and clarification meeting.

SIGNATURE OF TENDERER: DATE:

##### Site Visit

This will certify that

representing

attended a Site Inspection for this Contract on 20.....

FOR THE ENGINEER: (signed)

##### T2.3.11 AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by: *(Mark applicable block)*

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

(b) A partnership, and attach hereto a certified copy of the required resolution by all partners

(c) A close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

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

(e) A joint venture, and attach hereto:

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

SIGNATURE OF TENDERER: …………………………… DATE:……………

**T2.3.12: PROSPECTIVE TENDERER’S REGISTRATION FORM /CHANGE OF REGISTRATION FORM**

The Main Tenderers, Subcontractors or Joining Entities listed in Table 1 of the Schedule No 7 must complete this form despite the fact that they must register as a Registered Tenderer separately.

All Tenderers (Main Contractor, Subcontractors or Joining Entities) intending to tender, or a Registered Tenderer who’s registration information has changed in the mean time, must complete this form and submit it to the client not later than 7 days before the closing of the relevant tender.

**\* Complete in full (indicate N/A where not available or applicable) and indicate if the information is submitted for the first time (F), it is unchanged (U) or has changed (C) since the previous submission.**

* Name of Business (or person, in case of goods/services provided by a person:

( )\*

* Official physical address of business, e-mail, telephone and fax numbers:

Address: ( )\*

e-mail: ( )\*

Telephone: ( )\*

Fax: ( )\*

* Electricity account no. if a local business: ( )\*
* Type of business (Company, cc, etc): ( )\*
* Main business activity (Stationary Dealer, Building Contractor, etc):

( )\*

* Estimated annual turnover (to remain confidential): R ( )\*
* Full name of controlling shareholder if not a one-man business (to remain confidential):

( )\*

* Equity held by HDI’s in the above-mentioned business:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Full Name** | **ID No** | **Race** | **Sex**  **(M/F)** | **Age** | **Disability Status** | | **Personal Tax No** | **Equity Ownership %** |
|  |  |  |  |  |  |  | |  |
|  |  |  |  |  |  |  | |  |
|  |  |  |  |  |  |  | |  |
|  |  |  |  |  |  |  | |  |

I, the owner/manager of the above-mentioned business declare that the above-mentioned information is complete and correct, and that I am fully aware of the penalty that will apply if the tenders are allocated to the above-mentioned business on its own or as a joining entity, based on wrong information submitted above.

SIGNATURE OF TENDERER: DATE:

**T2.3.13: JOINT VENTURE AGREEMENT**

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture: ……………………………………………………………….

……………………………………………………………….

……………………………………………………………….

Consisting of the following businesses (Joining Entities)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NAME JOINING ENTITY** |  | **TAX No** |  | **PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT** |
|  |  |  |  | % |
|  |  |  |  | % |
|  |  |  |  | % |
|  |  |  |  | % |
|  |  |  |  | % |

The above-mentioned Joint venture will execute the Contract under the management of (full name)

who is an employee of (name of joining entity) ;

and in accordance with any further agreements as attached to this document, titled

and dated …………………………………………………………………………………………………... (if applicable).  
Bank guarantees and retention money (where required) will be provided or paid by (name of joining entity)

who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **JOINING ENTITY AND POSITION** |  | **FULL NAME (Position)** |  | **SIGNATURE** |  | **DATE** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- | --- |
| WITNESSES: | 1. |  |  |  |  |  |
|  | 2. |  |  |  |  |  |

#### T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned , hereby  
(Full name and surname)

certify that I am a of the tenderer.

(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold …………..% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ……………………………. on this ……………..………….. day of ………………………………...20……..

…………………………………………

SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at ………………………………………………………………..

on this ………………………..…………………… day of ………………………………………………..……..20………

………………………………………… **STAMP:**

COMMISSIONER OF OATHS

I, THE UNDERSIGNED ………………………………………………………………., ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE: …………………………………….…………………….

……………………………………………………………………………………………………………………….………..

Hereby gives MOHOKARE LOCAL MUNICIPALITY and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at ………………………………. on this ………….……………. day of ………………………………..20……..

…………………………………………

SIGNATURE

#### T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned ………………………………………………………………….…………………….., hereby

(Full name and surname)

certify that I am a …………………………………………….……………………….……… of the tenderer.

(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold …………..% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ……………………………. on this ……………..………….. day of ………………………………...20……..

…………………………………………

SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at ………………………………………………………………..

on this ………………………..…………………… day of ………………………………………………..……..20………

………………………………………… **STAMP:**

COMMISSIONER OF OATHS

I, THE UNDERSIGNED ………………………………………………………………., ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE: …………………………………….…………………….

……………………………………………………………………………………………………………………….………..

Hereby gives MOHOKARE LOCAL MUNICIPALITY and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at ………………………………. on this ………….……………. day of ………………………………..20……..

…………………………………………

SIGNATURE

#### T2.3.14: AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned ………………………………………………………………….…………………….., hereby

(Full name and surname)

certify that I am a …………………………………………….……………………….……… of the tenderer.

(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold …………..% (per cent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at ……………………………. on this ……………..………….. day of ………………………………...20……..

…………………………………………

SIGNATURE

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn/affirmed before me at ………………………………………………………………..

on this ………………………..…………………… day of ………………………………………………..……..20………

………………………………………… **STAMP:**

COMMISSIONER OF OATHS

I, THE UNDERSIGNED ………………………………………………………………., ACTING IN MY CAPACITY AS

THE COMPANY/CORPORATION/BUSINESS VENTURE: …………………………………….…………………….

……………………………………………………………………………………………………………………….………..

Hereby gives MOHOKARE LOCAL MUNICIPALITY and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company/corporation/ business venture.

Signed at ………………………………. on this ………….……………. day of ………………………………..20……..

…………………………………………

SIGNATURE

**T2.3.15: DECLARATION OF INTEREST**

Tenderers are to satisfy the Employer and the Engineer to their independence of service in the state as well as proof prohibiting them from doing business with the private sector by answering the following questions and providing the relevant confirmation required below:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **YES** | **NO** |
| (1) | Whether he/she is in the service of the state, or has been in the service of the state in the previous twelve months | ❑ | ❑ |
| (2) | In the event that the provider is not a natural person, whether any of its directors, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months | ❑ | ❑ |
| (3) | Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months | ❑ | ❑ |
| (4) | Proof that his name does not appear on a database maintained by the national treasury as a person prohibited from doing business with the private sector | ❑ | ❑ |

SIGNATURE OF TENDERER: DATE:

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**T2.3.16: BANKING DETAILS**

Bank Name:……………………………………………………………………………………………………………………

Account Holder’s Name:………………………………………………………………………………………………..……

Account Number:…………………………………………………………………………...…………………………………

Branch Code:…………………………….……………………………………………………………………………………

Contact Person:………………………….……………………………………………………………………………………

Contact Number:………………………………………………………………………………………………………………

SIGNATURE OF TENDERER:

SIGNED ON BEHALF OF:

DATE:

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**T2.3.18: RATES FOR SPECIAL MATERIALS**

Each material dealt with as a special material in terms of sub clause 49(3) of the general conditions of contract is stated in the list below. The provisions of the contract price adjustment schedule of the general conditions of contract shall apply to such special materials. The rates and prices for the special materials shall be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

|  |  |  |  |
| --- | --- | --- | --- |
| **SPECIAL MATERIAL** | **UNIT** | **DELIVERY BULK/CONTAINER**  **\*** | **RATE OR PRICE FOR THE BASE MONTH** |
| Steel reinforcement | tonne |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**\*** Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the contractor shall substantiate the above rates or prices with acceptable documentary evidence.

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 1: TENDER**

**PART T2: RETURNABLE DOCUMENTS AND SCHEDULES**

**PART T2.4: CHECKLIST**

**CHECKLIST**

**The following information MUST be completed in full and/or attached to the tender document:**

| **DESCRIPTION** | **SECTION** | **PLEASE TICK :** | | **OUTCOME IF NOT COMPLIED WITH** |
| --- | --- | --- | --- | --- |
| **COMPLETED/**  **ATTACHED** | **NOT**  **COMPLETED/**  **ATTACHED** |
| Original Valid Tax Clearance Certificate | Part T2  Section T2.1.3 | ❒ | ❒ | No contract shall be awarded upon failure to submit an original Tax Clearance Certificate certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS |
| Certified copy of VAT registration Certificate (if VAT Registration number is not indicated on Tax Clearance Certificate) | Part T2  Section T2.1.4 | ❒ | ❒ | No contract shall be awarded upon failure to submit a VAT registration Number |
| Certified copy of Certificate of Incorporation (if tenderer is a Company) | Part T2  Section T2.1.5 | ❒ | ❒ | Non-responsive, tender eliminated |
| Certified copy of Founding Statement (if tenderer is a Closed Corporation) | Part T2  Section T2.1.6 | ❒ | ❒ | Non-responsive, tender eliminated |
| Certified copy of Partnership Agreement (if tenderer is a Partnership) | Part T2  Section T2.1.7 | ❒ | ❒ | Non-responsive, tender eliminated |
| Certified copy of Identity Document (if tenderer is a One-man concern) | Part T2  Section T2.1.8 | ❒ | ❒ | Non-responsive, tender eliminated |
| Joint Venture Agreement (if the tenderer is a joint venture) | Part T2  Section T2.1.9 | ❒ | ❒ | Non-responsive, tender eliminated |
| Certified copy of CIDB Registration Certificate | Part T2  Section T2.1.10 | ❒ | ❒ | Non-responsive, tender eliminated |
| Original Property Rates and Taxes clearance certificate or copy of valid Lease Agreement (if renting) | Part T.2  Section T2.1.11 | ❒ | ❒ | No contract shall be awarded upon failure to provide the required information |
| Original Bank Rating Certificate | Part T.2  Section T2.1.12 | ❒ | ❒ | Non-responsive, tender eliminated |
| Certified copies of Curricula Vitae of all Supervisory and Safety personnel | Part T.2  Section T2.1.13 | ❒ | ❒ | Non-responsive, tender eliminated |
| Form of Offer | Part C1.1.2 | ❒ | ❒ | Non responsive, tender eliminated |
| Schedule of Quantities (ALL items in black ink) | Part C2.2 | ❒ | ❒ | Refer to pricing Instructions |
| Summary of Schedules | Section C2.3 | ❒ | ❒ | Refer to pricing Instructions |
| Alterations by Tenderer | Section T2.3.1 | ❒ | ❒ |  |
| Works Previously Executed | Section T2.3.2 | ❒ | ❒ | Regarded as tender with no experience |
| Present Commitments | Section T2.3.3 | ❒ | ❒ | Regarded as tender with no experience |
| Supervisory Personnel | Section T2.3.4 | ❒ | ❒ | No designated personnel, possible experience risk |
| Contract Participation Goal (CPG) Schedule | Section T2.3.5 | ❒ | ❒ | Non responsive, tender eliminated |
| Labour Utilisation | Section T2.3.6 | ❒ | ❒ | Regarded as tenderer with limited experience and understanding of contract scope |
| Compliance with OHSA (Act 85 of 1993) | Section T2.3.7 | ❒ | ❒ | Regarded as a tenderer with limited ability and available resources to comply with the OHSA act |
| Plant and Equipment | Section T2.3.8 | ❒ | ❒ | Regarded as tenderer with limited experience and understanding of contract scope |
| Sub-contractors | Section T2.3.14 | ❒ | ❒ | All work to be carried out by main Contractor or joint entity |
| Site Inspection Certificate | Section T2.3.15 | ❒ | ❒ | Non responsive, tender eliminated |
| Authority of Signatory & Certified Resolution | Section T2.3.16 | ❒ | ❒ | Non responsive, tender eliminated |
| Business Registration Form/Change of Registration Form | Section T2.3.17 | ❒ | ❒ | No contract shall be awarded upon failure to complete the registration form |
| Joint Venture Form (if the tenderer is a joint venture) | Section T2.3.18 | ❒ | ❒ | Non-responsive, tender eliminated |
| Preferential Procurement (To be completed in full with values for EP & NEP) | Section T2.3.19 | ❒ | ❒ | Tenderer not tendering for equity ownership points |
| Affidavit (3 Copies) | Section T2.3.23 | ❒ | ❒ | Tenderer not tendering for equity ownership points |
| Declaration of Interest | Section T2.3.26 | ❒ | ❒ | Non-responsive, tender eliminated |
| Bank Details (completed in full) | Section T2.3.27 | ❒ | ❒ | Information or bank history not available. (Evaluated as possible risk) |
| Rates for Special Materials | Section T2.3.28 | ❒ | ❒ | Non-responsive, tender eliminated |

**Reasons for non-compliance:**

**Contact Details:**

**Office Phone No:**

**Office Fax No:**

**Cell phone No:**

**NAME IN CAPITAL (BLOCK) LETTERS SIGNATURE**

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PART C1: AGREEMENTS AND CONTRACT DATA**

**CONTENTS**

**Section Description Page No**

**PART C1.1 FORM OF OFFER AND ACCEPTANCE C1.1-1 to 5**

**PART C1.2 CONTRACT DATA C1.2-1 to 15**

PART 1: Data provided by Employer C1.2-2 **to 14**

PART 2: Data provided by Contractor C1.2-15 to 15

**PART C1.3** From of Guarantee C1.3-**1 to 4**

**PART C1.4** Ministerial Determination - Special Public Works Programmes C1.4-**1 to 10**

**PART C1.5** Health and Safety Specifications by Employer C1.5-**1 to 36**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

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

**OFFER**

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

**CONTRACT No SCM/MOH/02/2024 – *THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

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

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

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

|  |  |
| --- | --- |
| **AMOUNT** | **AMOUNT IN WORDS** |
| R |  |
|  |

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

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:

(Name and address of organisation)

NAME AND SIGNATURE OF WITNESS: DATE:

**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 T1 Tendering Procedures

Part T2 Returnable Documents and Schedules

Part C1 Agreements and Contract Data, (which includes this Agreement)

Part C2 Pricing Data

Part C3 Scope of Work

Part C4 Site Information

Part C5 Annexures

And drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:

(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: DATE:

**T2.2.19: SCHEDULE OF DEVIATIONS**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

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

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

4.1 Subject

Details

4.2 Subject

Details

4.3 Subject

Details

4.4 Subject

Details

4.5 Subject

Details

4.6 Subject

Details

By the duly authorised 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 the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**FOR THE TENDERER:**

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE TENDERER:

(NAME AND ADDRESS OF ORGANISATION)

(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ………………………………………………

DATE …………………………………………………………………………………………………………………………..

**FOR THE EMPLOYER:**

SIGNATURES:

NAME(S):

CAPACITY:

FOR THE EMPLOYER:

(NAME AND ADDRESS OF ORGANISATION)

(Name and address of organisation)

NAME & SIGNATURE OF WITNESS: ………………………………………………

DATE ………………………………………………………………………………………………………………………….

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***ROUXVILLE: UPGRADING OF WATER TREATMENT WORKS***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.2: CONTRACT DATA**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***ROUXVILLE: UPGRADING OF WATER TREATMENT WORKS***

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

**GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works, Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

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

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

**CONTRACT DATA**

In terms of clause 1.1.1.8 of the General Conditions of Contract for Construction Works, Third Edition (2015), the following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:

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

**Part 1: Data provided by the Employer.**

| **Item** | **Clause** | **Entry** |
| --- | --- | --- |
| Certificate of Completion | 1.1.1.3 | Delete the contents of the clause and insert the following:  “Certificate of Completion” means the certificate issued by the Employer’s Agent stating the date on which completion of the Works was achieved. Certificates of Completion will not be issued for portions or phases of the Works. |
| Defects Liability Period | 1.1.1.13 | The Defects Liability Period is 12 months. |
| Due Completion Date | 1.1.1.14 | The time for achieving Practical completion, calculated from Commencement Date is as stipulated in the Form and Offer and front Page by the Tenderer.  Add the following to the clause:  “This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.” |
| Employer’s Name | 1.1.1.15 | Mohokare Local Municipality |
| Employers Agent’s Name | 1.1.1.16 | Proper Consulting Engineers (PTY) LTD |
| Pricing Strategy | 1.1.1.26 | Pricing Strategy is re-measurable |
| Delivery of Notices | 1.2.1 | Add the following to the clause:  1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of it being during office hours or otherwise.  1.2.1.4 Posted to the Contractor’s address and delivered by the postal authorities.  1.2.1.5 Delivered by a courier service or messenger and signed for by the recipient or his representative. |
| Employer’s Address | 1.2.1.2 | MOHOKARE LOCAL MUNICIPALITY  Directorate Infrastructural Services  1 HOOFD STREET  ZASTRON  9950 |
| Employers Agent’s Address | 1.2.1.2 | Postal Address:  P O Box 26415  LANGENHOVENPARK  9330  Physical Address:  Plot 35, Frans Kleynhans Road  GROENVLEI  BLOEMFONTEIN  9300 |
| *Ambiguity or Discrepancy* | *2.4.1* | Delete the contents of the clause and insert the following:  The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority:   1. Form of Offer and Acceptance 2. Contract Data 3. General Conditions of Contract 4. Drawings 5. Variations and Additional Clauses to Particular Specifications and Standard Specifications 6. Particular Specifications 7. Standard Specifications 8. Bill of Quantities 9. Any other documents forming part of the Contract.   If an ambiguity or discrepancy between the documents is found, the Employer’s Agent shall provide the necessary clarification or instruction. |
| Specific approval of the Employer required | 3.2.3 | The Employer’s Agent is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:  3.2.3.1 The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.11 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions.  3.2.3.2 The issuing of an instruction in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R500 000,  3.2.3.3 The issuing of all variation orders in terms of Clause 6.4,  3.2.3.4 The adjustment of the sum(s) tendered for General Items in terms of Clause 6.11. |
| Employers Health and Safety Agent | 3.2.4 | Delete the contents of the Clause and insert the following:  The Employer’s Health and Safety Agent, appointed in terms of the Construction Regulations promulgated under the Occupational Health and Safety Act, is authorised to act as his representative relating to the responsibilities imposed by the Occupational Health and Safety Act on the Employer. Such an agent shall be responsible to the Employer’s Agent in terms of these Conditions of Contract. |
| Contractor’s Liability for Own Design Errors | 4.1.2 | Add the following to the clause:  The Contractor shall provide the following to the Employer’s Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:  4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.  4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).  4.1.2.3 Design calculations should the Employer’s Agent request a copy thereof.  4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer’s Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto.  4.1.2.5 “As-Built” drawings in DXF electronic format after completion of the Works.  The Contractor shall be responsible for the design of the Temporary Works. |
| New Clause | 4.3.3 | Add the following new clause:  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.  The Contractor shall submit an approved Health and Safety Plan to the Employer’s Agent within 14 days from the Commencement Date. |
| New Clause | 4.3.4 | Add the following new clause:  **Contractor’s liability as mandatory**  Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements, and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract, it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act. |
| New Clause | 4.3.5 | Add the following new clause:  **Contractor to notify Employer.**  The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations. |
| New Clause | 4.3.6 | Add the following new clause:  **Contractor’s Designer**  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. |
| Subcontracting | 4.4 | The Contractor is required to subcontract the prescribed minimum of 30% of the value of the contract to an exempted micro enterprise (EME) or qualifying small business enterprise (QSE), as described in the Preferential Procurement Policy Act, 2000: Preferential Procurement Regulations, 2022. |
| Commencement of the works | 5.3.1 | The documentation required before commencement with Works Execution is:   * Health and Safety Plan (Refer to Clause 4.3.3) * Occupational Health and Safety Agreement * Initial programme (Refer to Clause 5.6) * A detailed cashflow forecast (Refer to Clause 5.6.2.6) * Security (Refer to Clause 6.2) * Insurance (Refer to Clause 8.6) * Experience, Qualifications of Construction Manager * Quality Assurance Plan   The time to deliver the Form of Guarantee within 14 days of the Commencement Date. |
| Unacceptable documentation | 5.3.2 | The time to submit the documentation required (Refer to Clause 5.3.1) before commencement with Works execution is 14 days. |
| Time to Instruct Commencement of the Works | 5.3.3 | Replace both periods of “7 days” in Clause 5.3.3 with “14 days”. |
| Access to Site | 5.4.1 | Add the following to the end of the Clause:  “The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.” |
|  | 5.4.2 | The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works and/or Site Information. |
| Programme of works | 5.6.1 | The Works programme is to be delivered within 14 days of the Commencement Date. |
| Special non-working days | 5.8 | The special non-working days are public holidays, Saturdays, Sundays and the days on which the contractor grants the majority of his permanent workforce leave around the 16th December and the first Monday of the subsequent year. |
| Abnormal Rainfall | 5.12.2.2 | Add the following new clause:  **Extension of time due to Abnormal Rainfall**  Extension of time for Practical Completion of the Contract in the event of abnormal rainfall shall only be allowed in accordance with the formula below. No additional extension of Time for Practical Completion caused by abnormal climatic conditions will be allowed, irrespective of the cause thereof or the effect it may have on the execution of the Works:  V = (Nw ‑ Nn) + (Rw ‑ Rn)/20  *Where:*  V = Extension of time in calendar days for the calendar month under consideration  Nw = Actual number of days during the calendar month under  consideration on which a rainfall of 10mm and more is recorded.  Rw = Actual total rainfall in mm recorded during the calendar month under consideration  Nn = Average number of days, derived from rainfall records, on which a rainfall of more than 10mm was recorded during the relevant calendar month as per the data tabulated hereinafter  Rn = Average total rainfall in mm for the relevant calendar month,derived from rainfall records, as tabulated hereinafter  Where the extension of time due to abnormal rainfall has to be calculated for a portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of Nn, then V shall be taken as being equal to minus Nn. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall. |
|  | 5.12.2.2 (cont..) | Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock, keys and other security measures as necessary at each measuring station, all at his own cost. The Employer’s Agent or his Representative shall take and record the daily rainfall readings. The Contractor shall be permitted to attend these readings, in the company of the Employer’s Agent’s Representative. Access to the measuring gauge(s) shall at all times be under the Employer’s Agent's control. |
| Penalty for delay | 5.13.1 | 0.07% of the Accepted Contract Amount per day |
| Latent Defects Liability | 5.16.3 | The latent defect period is 10 years after the issue of the Final Approval Certificate. |
| Contractors failing to select or provide security | 6.2.2 | Delete the contents of the clause and insert the following:  If the Contractor fails to select the security to be provided, or if the Contractor fails to provide the selected security within the time period stated in Clause 5.3.2, or if the performance guarantee shall differ from the pro forma, it shall legally be deemed that the Contractor has selected a security of a Cash deposit of 10% of the Contract Sum plus retention of 10% (subject to the limit of retention specified in Clause 6.10.3) of the value of the Works without limiting the Employer’s right to terminate the Contract in terms of Clause 9.2. |
| Validity of Performance Guarantee | 6.2.3 | Delete the contents of the clause and insert the following:  If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable until the Certificate of Completion is issued. **A fixed expiry date performance guarantee will not be accepted.**  The performance guarantee shall be provided by a Bank or Insurance Company approved by the Employer. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro forma attached as Annexure A to the Contract Data. No alterations or amendments of the wording of the pro forma will be accepted. |
| Overhead charges | 6.5.1.2.3 | The maximum percentage allowance to cover overhead charges is 15%.  Add the following to this clause:  "No allowance will be made for work done, or for materials and equipment for which daywork rates have been quoted at tender stage." |
| Prime Cost Sums | 6.6.2 | In line 5, after the word “price”, insert “, excluding VAT,”.  Add the following to the Clause:  “The amount of the charge to be paid to the Contractor shall be in the same proportion to the actual amount paid to the Contractor as the charge included by the Contractor in his Tender bears to the Prime Cost Sum in the Tender.” |
| Application of the Contract Price Adjustment Factor | 6.8.2 | The application of a contract price adjustment will **NOT** apply to this Contract. |
| Vesting of Plant and materials | 6.9.1 | Add the following to the Clause:  “The Contractor shall, where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Engineer of any materials which are not his sole property.” |
| Payment for material on site | 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80%. |
| Retention money | 6.10.3 | Replace the entire contents of Clause 6.10.3 with the following:  Payment of the amounts referred to in Clauses 6.10.1.1, 6.10.1.2, 6.10.1.3 and 6.10.1.4 shall be subject to a retention by the Employer of an amount (called the "retention money"), being the percentage retention stated in the Contract Data, of the said amounts due to the Contractor, until the retention money reaches the "Limit of retention money" stated in the Contract Data."  The percentage retention on the amounts due to the Contractor is **10%.**  The limit of retention money is **5%** of the Contract Price at the time of the Practical Completion Certificate.  A Retention Money Guarantee is permitted. |
| Defects Liability Period | 6.10.5 | The Defects Liability Period is 12 months after the issue of the Final Approval Certificate. |
|  | 6.11.1.3 | Replace all references in this clause to "15 per cent" with "25 per cent" |
|  | 8.6.1.1.2 | The value of the materials supplied by the Employer to be included in the insurance sum is R0-00. |
|  | 8.6.1.1.3 | The amount to cover professional fees for repair or reinstatement of damage to the Works to be included in the insurance sum is R0-00. |
|  | 8.6.1.3 | The limit of liability insurance is R10 000 000 per claim. |
|  | 8.6.1.5 | Add the following to this clause:  “In addition to the insurance required in terms of General Conditions of Contract Clause 8.6.1.1 to 8.6.1.4, the following insurance is also required:  (a) All Risk Insurance cover with regard to all Plant and Materials and Equipment (including tools, offices and other temporary structures and contents), owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.    (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.  (c) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited comprising (as a minimum) "Balance of Third Party" Risks and including Passenger Liability Indemnity.  (d) 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.  (e) A Coupon Policy for Special All Risk Insurance issued by the South African Special Risk Insurance Association (SASRIA) to cover all materials (bought by the contractor or by cession), works already constructed, motor vehicles, plant and equipment owned, leased or hired by the Contractor against damage; looting; fire due to civil unrest for the full replacement value thereof. The Employer shall not be held responsible for such damages or losses.  (f) Professional Indemnity Insurance for works designed by the Contractor |
| Adjudication | 10.5.1 | Determination of disputes shall be by means of one of the following in the sequence as listed:   * amicable settlement, * adjudication by means of a standing Adjudication Board, * arbitration, * court proceedings in a South African court of Law if arbitration is unsuccessful.   In the aforementioned levels of dispute resolution, 10 working days may be utilised as guide period between each level |
| Rules for adjudication | 10.5.3 | The number of members of the Adjudication Board shall be: one (1). |
| Arbitration | 10.7 | Determination of disputes shall be by means of one of the following in the sequence as listed:   * amicable settlement, * adjudication by means of a standing Adjudication Board, * arbitration, * court proceedings in a South African court of Law if arbitration is unsuccessful.   In the aforementioned levels of dispute resolution, 10 working days may be utilised as guide period between each level |

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

| **Item** | **Clause** | **Entry** |
| --- | --- | --- |
| Contractor’s Name | 1.1.1.9 | ................................................................................................. |
| Contractor’s Address | 1.2.1.2 | .................................................................................................  .................................................................................................  .................................................................................................  .................................................................................................  ................................................................................................. |
| Time for Completion (offered) | 5.5.1 | ..………. Weeks (subject to acceptance by Employer) |
| Application of the Contract Price Adjustment Factor | 6.8.2 | The application of a contract price adjustment will NOT apply to this Contract. |

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.3: FORM OF GUARANTEE**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**GUARANTEE FOR EXECUTION OF THE CONTRACT**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Employer | : | MOHOKARE LOCAL MUNICIPALITY  THE MUNICIPAL MANAGER  20 HOOFD STREET  ZASTRON  9950 |  | Contractor | : | …………………………………..  …………………………………..  …………………………………..  …………………………………..  ………………………………….. |

Amount of Guarantee: To be equal to 10% percent of the Tender Sum.

I/WE the undersigned, duly acting on behalf of the Company that is described below, do hereby bind the said Company to the Employer that is described above, as surety or co‑principal debtor in solidum for the due performance, fulfilment and completion of the Contract by the Contractor that is described above, and we hereby undertake, on behalf of the Company to pay on demand at the above mentioned address:

* any loss or damage which the Employer may sustain.
* as well as any penalties or claims and legal costs to which the Employer may become entitled by reason of the non‑fulfilment or breach of the terms of the Contract by the Contractor

Always provided that the liability of the Company under this guarantee shall not exceed the guaranteed amount that is described above.

On behalf of the Company, I/we do hereby renounce all benefits from the legal exceptions non numerate pecuniae, non-causa debit excursions at divisions and all other exceptions which might or could be pleaded against the validity of this guarantee, the meaning whereof we declare ourselves to be fully acquainted with.

On behalf of the Company, I/we do hereby agree that this guarantee shall be irrevocable and shall remain in full force and effect during the term of the Contract, either until the date of issue of a Certificate of Completion for the whole or the final portion of the Works by the Engineer, or until any liability of the Contractor which has arisen before such date in terms of the Conditions of Contract has been satisfied, whichever is the later.

I/we do further agree and declare.

* that all admissions and acknowledgements of indebtedness by the Contractor shall be binding on the Company,
* that the indebtedness of the Contractor to the Employer shall at all times be determined and proved by a written certificate of the Chief Executive Officer, or by any other person acting in such capacity,
* that such certificate shall be binding on the Company and shall be conclusive proof of the amount of the Company's indebtedness, and that such certificate annexed to this guarantee will be valid as a liquid document against the Company in a competent court in the Republic of South Africa,
* that the Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the Contract, and/or to agree to any modifications, variations or alterations to the Works, or to any extensions of the Due Completion Date for the Works under the Contract, and that the rights of the Employer under this guarantee shall in no way be prejudiced nor the liability of the Company be in any way reduced by reason of any steps or concessions which the Employer may take, make, give, concede or agree to under the Contract.
* that the Employer shall be entitled, without prejudice to any of its rights under this guarantee, to give time to and compound with, release from liability or to make any other arrangement with the Contractor, its assigns, its liquidators or its judicial managers, and that any such actions shall not exonerate the Company from any portion of its liability under this guarantee.
* this guarantee is neither negotiable nor transferable, purports to the payment of money only and should be returned to the Company upon payment, completion or cancellation whichever occurs earlier.

Name of Company:

The Company chooses as its domicilium citandi at executant, and for the purpose of the service of any notices and legal processes the following address:

*(Insert address)*

THUS DONE AND SIGNED AT ON 2024

ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

In the presence of the following witnesses:

Witness No 1:

NAME SIGNATURE

Witness No 2:

NAME SIGNATURE

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.4: Ministerial Determination –**

**Special Public Works Programmes**

**No. 23045**

**GOVERNMENT GAZETTE, 25 JANUARY 2002**

**DEPARTMENT OF LABOUR**

**No. R 63 25 January 2002**

**BASIC CONDITIONS OF EMPLOYMENT ACT, 1997,**

**MINISTERIAL DETERMINATION: SPECIAL PUBLIC WORKS PROGRAMMES**

I, Membathisi Mphumzi Shephard Mdladlana, Minister of Labour, hereby in terms of section 50 of the Basic Conditions of Employment Act, 1997, make a Ministerial Determination establishing conditions of employment for employees in Special Public Works Programmes, South Africa, in the Schedule hereto and determine the second Monday after the date of publication of this notice as the date from which the provisions of the said ministerial Determination shall become binding.

M.M.S. MDLADLANA

Minister of Labour

**SCHEDULE**

**MINISTERIAL DETERMINATION No 3: SPECIAL PUBLIC WORKS**

**PROGRAMMES**

**Index**

1. Definitions

2. Application of this determination

3. Sections not applicable to public works programmes

4. Conditions

**1. Definitions**

* 1. In this determination –

“Special public works programme” means a programme to provide public assets through a short-term, non-permanent, labour-intensive programme initiated by government and funded from public resources.

* 1. Without limiting subsection (1), the following programmes constitute special public works programmes:

1. Working for Water
2. Community based public works.
3. Coastal Care
4. Sustainable Rural Development (DPLG)
5. Land care
6. Community Water and Sanitation
7. Arts & Culture poverty relief projects

**2. Application**

This Determination applies to all employers and employees engaged in public works programmes.

**3. The following provisions of the Basic Conditions of Employment Act do not apply to public works programmes:**

3.1 Section 10(2) (Overtime rate)

3.2 Section 11 (Compressed working week)

3.3 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes)

3.4 Section 16 (Pay for work on Sundays)

3.5 Section 17(1) & (2) (Payment of night shift allowance and supply of Transportation)

3.6 Section 20 (Annual leave)

3.7 Section 21 (Pay for annual leave)

3.8 Section 22 (Sick leave)

3.9 Section 25 (2) & (3) (Commencement of maternity leave and return to work)

3.10 Section 26(2) (Alternative work for pregnant women)

3.11 Section 27 (Family responsibility leave)

3.12 Section 29(h) to (p) (Written particulars of employment)

3.13 Section 30 (Display of employee’s rights)

3.14 Section 33(1)(g) (Information about remuneration)

3.15 Section 34(1)(a) (Deduction by individual agreement)

3.16 Section 34(2) & (3) (Deduction of damages caused by employee)

3.17 Section 37 (Notice of termination)

3.18 Section 38 (Payment instead of notice)

3.19 Section 39 (Notice for employees in employer supplied accommodation)

3.20 Section 40 (Payment of outstanding amounts on termination)

3.21 Section 41 (Severance pay)

3.22 Section 42(c) (Certificate of services)

3.23 Section 51 – 58 (Sectorial Determinations)

3.24 Section 84 (Duration of employment)

**4. Conditions**

As set out in the Annexure:

**ANNEXURE**

**CONDITIONS OF EMPLOYMENT FOR SPECIAL PUBLIC WORKS PROGRAMMES**

1. **Introduction**

1.1 This document 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.

* 1. In this document –

(a) “department means any department of the State, implementing agent of contractor;

(b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;

(c) “worker” means any person working in an elementary occupation on a SPWP;

(d) “elementary occupation” means any occupation involving unskilled or semi-skilled work;

(e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP;

(f) “task means a fixed quantity of work;

(g) “task-based work” means work in which a worker is paid a fixed rate for performing a task;

(h) “task-rated worker” means a worker paid on the basis of the number of tasks completed;

(i) “time-rated worker” means a worker paid on the basis of the length of time worked.

1. **Terms of Work**
   1. Workers on a SPWP are employed on a temporary basis.
   2. A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
   3. Employment on s SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.
2. **Normal hours of Work**
   1. An employer may not set tasks or hours of work that require a worker to work –

(a) more than forty hours in any week;

(b) on more than five days in any week; and

(b) for more than eight hour on any day.

* 1. 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.
  2. 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.

1. **Meal Breaks**
   1. A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
   2. An employer and worker may agree on longer meal breaks.
   3. A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
   4. 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.
2. **Special Conditions for Security Guards**
   1. A security guard may work up to 55 hours per week and up to eleven hours per day.
   2. A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.
3. **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.

1. **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”).

1. **Work on Sundays and Public Holidays**
   1. A worker may only work on a Sunday or public holiday to perform emergency or security work.
   2. Work on Sundays is paid at the ordinary rate of pay.
   3. A task-rated worker who works on a public holiday must be paid –

(a) the worker’s daily task rate, if the worker works for less than four hours;

(b) double the worker’s daily task rate, if the worker works for more than four hours.

* 1. A time-rated worker who works on a public holiday must be paid –

(a) the worker’s daily rate of pay, if the worker works for less than four hours on the public holiday;

(b) double the worker’s daily rate of pay, if the worker works for more than four hours on the public holiday.

1. **Sick Leave**
   1. Only workers who work four or more days per week have the right to claim sick pay in terms of this clause.
   2. A worker who is unable to work on account of illness or injury is entitled to claim one day’s paid sick leave for every full month that the worker has worked in terms of a contract.
   3. A worker may accumulate a maximum of twelve days’ sick leave in a year.
   4. Accumulated sick leave may not be transferred from one contract to another contract.
   5. An employer must pay a task-rated worker the worker’s daily task rate for a day’s sick leave.
   6. An employer must pay a time-rated worker the worker’s daily rate of pay for a day’s sick leave.
   7. An employer must pay a worker sick pay on the worker’s usual payday.
   8. Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –

(a) absent from work for more than two consecutive days: or

(b) absent from work on more than two occasions in any eight-week period.

* 1. 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.
  2. 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.

1. **Maternity Leave**
   1. A worker may take up to four consecutive months’ unpaid maternity leave.
   2. A worker is not entitled to any payment or employment-related benefits during maternity leave.
   3. A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
   4. A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of their child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
   5. A worker may begin maternity leave –

(a) four weeks before the expected date of birth;

(b) on an earlier date –

(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of their unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

* 1. 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.
  2. 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.

1. **Family responsibility leave**

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:

(a) when the employee’s child is born;

(b) when the employee’s child is sick;

(c) in the event of a death of –

(i) the employee’s spouse or life partner;

(ii) the employee’s partner, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

1. **Statement of Conditions**

12.1 An employer must give a worker a statement containing the following details at the start of employment -

(a) the employer’s name and address and the name of the SPWP.

(b) the tasks or job that the worker is to perform; and

(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;

(d) the worker’s rate of pay and how this is to be calculated;

(e) the training that the worker will receive during the SPWP.

An employer must ensure that these 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.

1. **Keeping Records**

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

(a) the worker’s name and position,

(b) in the case of a task-rated worker, the number of tasks completed by the worker,

(c) in the case of a time-rated worker, the time worked by the worker,

(d) payments made to each worker.

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

1. **Payment**
   1. An employer must pay all wages at least monthly in cash or by cheque or into a back account.
   2. A task-rated worker will only be paid for tasks that have been completed.
   3. An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
   4. A time-rated worker will be paid at the end of each month.
   5. Payment must be made in cash, by cheque of by direct deposit into a back account designated by the worker.
   6. Payment in cash or by cheque must take place –

(a) at the workplace or at a place agreed to by the worker;

(b) during the worker’s working hours or within fifteen minutes of the start or finish of work.

(c) In a sealed envelope which becomes the property of the worker.

* 1. An employer must give a worker the following information in writing –

(a) the period for which payment is made;

(b) the numbers of tasks completed or hours worked;

(c) the worker’s earnings;

(d) any money deducted from the payment;

(e) the actual amount paid to the worker.

* 1. If the worker is paid in cash of by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
  2. 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.

1. **Deductions**
   1. An employer may not deduct money from a worker’s payment unless the deduction is required in terms of a law.
   2. An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
   3. An employer who deducts money from a worker’s pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned
   4. An employer may not require or allow a worker to –

(a) repay any payment except an overpayment previously made by the employer by mistake;

(b) state that the worker received a greater amount of money than the employer actually paid to the worker; or

(c) pay the employer or any other person for having been employed.

1. **Health and Safety**
   1. Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
   2. A worker must –

(a) work in a way that does not endanger his/her health and safety or that of any other person

(b) obey and health and safety instruction

(c) Obey all health and safety rules of the SPWP

(d) Use any personal protective equipment or clothing issued by the employer.

(e) Report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

1. **Compensation for Injuries and Diseases**

17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on s 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 to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

1. **Termination**
   1. The employer may terminate the employment of a worker for good cause after the following a fair procedure.
   2. A worker will not receive severance pay on termination.
   3. A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
   4. A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
   5. A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
2. **Certificate of Service**
   1. On termination of employment, a worker is entitled to a certificate stating –

(a) the worker’s full name;

(b) the name and address of the employer;

(c) the SPWP on which the worker worked;

(d) the work performed by the worker;

(e) any training received by the worker as part of the SPWP;

(f) the period for which the worker worked on the SPWP; and

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

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C1.5: Health and Safety**

**Specifications by Employer**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**HEALTH AND SAFETY SPECIFICATIONS BY EMPLOYER**

**CONTENTS**

**Section Description Page No**

1. Introduction C1.5-3 to 3

2. Reference Documents C1.5-3 to 3

3. Definitions C1.5-3 to 5

4. Responsibilities C1.5-5 to 7

5. Objectives and Targets C1.5-7 to 8

6. Implementation of the Occupational Health and Safety Specification C1.5-8 to 8

7. Application of the Health and Safety Specification C1.5-8 to 12

8. Health and Safety in Practice C1.5-13 to 31

9. Mandatory Agreement C1.5-32 to 34

10. Measurement and Payment C1.5-35 to 35

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUVXILLE / ROLELEATHUNYA WATER TREATMENT WORKS (WTW)***

**PART TC1.5: Health and Safety Specification by Employer**

**1. INTRODUCTION**

**1.1 Purpose and Scope**

This document describes the requirements of compliance to which the Contractor is to adhere in relation to the scope of works.

This document defines the minimum management requirement that is to be implemented by the Contractor for the management of Health and Safety on the project.

The aim of this document is to present the safety aspects that need to be controlled and managed on the project.

**2. REFERENCE DOCUMENTS**

* Occupational Health and Safety Act, (Act No. 85 of 1993)
* Compensation for Occupational Injury and Diseases Act.
* Client Health and Safety Specification.
* Construction Regulations 2014.
* The Construction Kit. (CD)

**3. DEFINITIONS**

**3.1 Construction work**

Means any work in connection with –

1. The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or

*(b)* The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**3.2 Competent Person**

Means a person who –

1. Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
2. Is familiar with the Act and with the applicable regulations made under the Act.

**3.3 Hazard Identification and Risk Assessment and Risk Control (HRA)**

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

**3.4 Site**

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor / Contractor and approved for such use by the Engineer and/or client.

**3.5 The Act**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under (OHSA).

**3.6 Hazard**

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property.

**3.7 Risk**

Means the probability or likelihood that a hazard can result in injury or damage.

**3.8 Principal Contractor**

Means an employer appointed by the client to perform construction work.

**3.9 Hazardous Chemical Substance (HCS)**

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

**3.10 Construction Plant (TEM)**

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

**3.11 Contractor**

Means an employer who performs construction work.

**3.12 Health and Safety Program**

Encompasses the Contractor safety planning spreadsheet.

**3.13 Health and Safety Plan (HSP)**

Means a site, activity or project specific documented plan in accordance with the client's health and safety specification.

**3.14 Health and Safety File**

Means a file, or other record containing the information in writing required by these Regulations.

**4. RESPONSIBILITIES**

**4.1 Notification of Intention to Commence Construction Work**

A Contractor who intends to carry out any construction work, must at least 7 days before that work is to be carried out notify the provincial director in writing, if the intended construction work will—

1. Include excavation work.
2. Include working at a height where there is risk of falling.
3. Include the demolition of a structure; or
4. Include the use of explosives to perform construction work.

(A Contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client, who is going to reside in such dwelling upon completion, must at least 7 days before that work is to be carried out notify the provincial director in writing)

* 1. **Duties of Principal Contractor and Contractor**

1. A Principal Contractor must –

* + 1. provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
    2. open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client’s agent or a Contractor; and
    3. on appointing any other Contractor, in order to ensure compliance with the provisions of the Act:
       1. provide Contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed.
       2. ensure that potential Contractors submitting tenders have made sufficient provision for health and safety measures during the construction process.
       3. ensure that no Contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the Contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
       4. ensure prior to work commencing on the site that every Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
       5. appoint each Contractor in writing for the part of the project on the construction site;
       6. take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained on the construction site;
       7. ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Contractor, but at least once every 30 days;
       8. stop any Contractor from executing construction work which is not in accordance with the client’s health and safety specifications and the Principal Contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
       9. where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the Contractor to execute the work safely; and
       10. discuss and negotiate with the Contractor the contents of the health and safety plan, and must thereafter finally approve that plan for implementation;

* + 1. ensure that a copy of his or her health and safety plan, as well as the Contractor's health and safety plan , is available on request to an employee, an inspector, a Contractor, the client or the client's agent;
    2. hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation ,include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
    3. in addition to the documentation required in the health and safety file) , include and make available 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; and
    4. Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

1. A Contractor must prior to performing any construction work -
2. provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification and provided by the Principal Contractor), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Contractor as work progresses;
3. open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client’s agent or the Principal Contractor;
4. before appointing another Contractor to perform construction work be reasonably satisfied that the Contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
5. co-operate with the Principal Contractor as far as is necessary to enable each of them to comply with the provisions of the Act; and
6. 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 on the site, 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.
7. Where a Contractor appoints another Contractor to perform construction work, that apply to the Principal Contractor apply to the Contractor as if he or she were the Principal Contractor.
8. A Contractor must take reasonable steps to ensure co-operation between all Contractors appointed by the Principal Contractor to enable each of those Contractors to comply with these Regulations.
9. No Contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
10. A Contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.
11. A Contractor must at all times keep on his or her construction site records of the health and safety induction training, and such records must be made available on request to an inspector, the client, the client’s agent or the Principal Contractor;.
12. A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner.

**4.3 Safety Officer Appointment**

The appointment of a full-time safety officer is optional, however it is compulsory to provide the name and CV of your elected part-time safety officer to the CLIENT prior work commencing on site. The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the CLIENT or his appointed representative.

**4.4 Risk Assessment Competent Person**

The Contractor shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site.

**4.5 Competency for Principal Contractor / Contractor S Responsible Persons**

The Contractor shall ensure that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the CLIENT prior to commencement of activities on site.

**4.6 Health and Safety Plan**

The Contractor shall provide to the CLIENT, a Health and Safety Plan in accordance with this Specification. The Health and Safety Plan shall be submitted for approval to the CLIENT before work commences on site.

**4.7 Health and Safety Representatives**

The Contractor shall ensure at least one (1) Health and Safety Representative be nominated, elected and trained to carry out his / her functions in his / her area of responsibility. This shall also be required in areas where less than fifty (50) employees are engaged in activity. The Contractor shall ensure employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall be required to conduct monthly inspections within their area of responsibility, the records must be kept for CLIENT auditing purposes and that deviations recorded are reported to the responsible supervisor within the designated person’s area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Joint Health and Safety Committee Meetings.

1. **OBJECTIVES AND TARGETS**

The Principal Contractor / Contractor shall include in the Health and Safety Plan the Principal Contractor/Contactors objectives and targets for the project.

The Principal Contractor / Contractor shall define in the Health and Safely Plan, the method of planning to be used on the project and the procedures to be adhered to. The Principal Contractor / Contractor shall be required to utilize the NOSA Construction Kit as a minimum on the project.

**6. IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

The Contractor shall ensure that the CLIENT Health and Safety Specification is implemented on the project through the Principal Contractor / Contractor S Health and Safety Plan which must be submitted to the CLIENT for approval prior work commencing on site.

**7. APPLICATION OF THE HEALTH AND SAFETY SPECIFICATION**

**7.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993 (COIDA)**  
The Contractor shall ensure a letter of good standing will be provided to the CLIENT prior to work commencing on site for reference purposes as proof of good standing.

The Contractor shall ensure all other Principal Contractor / Contractor S appointed also complies with the above requirements defined in the COIDA.

**7.2 Occupational Health and Safety Policy**

The Contractor Health and Safety Policy are to be attached to the Health and Safety Plan for review by the CLIENT.

**7.3 Risk Assessment**

1. A Contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include –

* + 1. the identification of the risks and hazards to which persons may be exposed to;
    2. an analysis and evaluation of the risks and hazards identified based on a documented method.
    3. a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
    4. a monitoring plan; and
    5. A review plan.

1. A Contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
2. A Contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
3. A Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
4. A Contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.
5. A Contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client’s agent, any Contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
6. A Contractor must review the relevant risk assessment –
   * 1. Where changes are effected to the design and or construction that result in a change to the risk profile; or
     2. When an incident has occurred.

All Risk Assessments conducted on site must be forwarded to the CLIENT for approval.

The Contractor must ensure that training forms part of the risk assessment process and proof of training attendance is made available to the CLIENT upon request.

The Contractor shall ensure a risk assessment team be established comprising members as follows, but not limited to:

* Health and Safety Representative(s).
* Health and Safety Committee Member(s).
* Management Representative / Principal Contractor / Contractor
* Person with skill / knowledge of task to be performed.

Method Statements and Safe Work Procedures must form part of the Risk Assessment Process.

**7.4 Health and Safety Committee**

The Contractor shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda which must be made available to the CLIENT upon request.

The Contractor shall ensure an attendance register and minutes are kept for auditing purposes by the CLIENT. A copy of all minutes must be forwarded to the CLIENT monthly.

**7.5 Health and Safety Training**

Training of personnel is a legal requirement and a necessity and is required of the Contractor to provide to the CLIENT a training Matrix which must be included in the Health and Safety Plan to be submitted prior work commencing on site.

Training should include the following but is not limited to:

**7.5.1 Induction Training**

Induction training must be attended by all Principal Contractor / Contractor with the CLIENT which shall be separate to the Principal Contractor / Contractor own induction training requirement. The Contractor must keep records of all attendees to the induction and provide records of the same during the CLIENT site audits.

**7.5.2 Awareness Training (Toolbox Talks)**

Weekly awareness training must be conducted and records of these must be made available to the CLIENT upon request.

* + 1. **Competency**

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training and must be made available to the CLIENT upon request. (This shall include operator accordance training and assessments)

**7.5.4 First Aid and Health & Safety Representative Training**

Principal Contractor / Contractor shall provide proof of competency of all Health and Safety Representatives elected and designated, including first aiders to the CLIENT, which must be available on site for auditing purposes.

**7.6 General Record Keeping**

The Contractor must ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing by the CLIENT.

Further to the requirements set out above, the Contractor must also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in the CLIENT Specification the Contractor must ensure a copy of all Health and Safety records generated during the course of construction, are handed over to the CLIENT upon completion of construction.

**7.6.1 Statistics**

The Contractor must ensure injury and incident records (Near Hits, First Aid, Medical cases, Disabling Lost Time Incidents), training etc. referred to above are kept on site and submitted monthly to the CLIENT. All documents shall be made available to the CLIENT for inspection including the Department of Labour’s Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to during construction:

DIFR (Disabling Injury Frequency Rate) DI’s x 1 000 000

Man-hours

DISR (Disabling Injury Severity Rate) Days Lost x 1 000

Man-hours

**7.6.2 General Inspection, Monitoring and Reporting**

The Principal Contractor / Contractor shall comply with the requirements set out by the CLIENT. The Principal Contractor / Contractor must provide to the CLIENT a safety management action plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The Principal Contractor / Contractor shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

**7.6.3 Internal Audits**

Internal audits shall be conducted a minimum once per month by the CLIENT or client’s appointed Safety Manager / Officer.

The Results shall be tabled and discussed at the Joint Health and Safety Committee meetings. The Contractor must also conduct its own internal audits, the results of which must be submitted to the CLIENT monthly.

**7.7 Incentives**

Incentive schemes are left to the discretion of the Principal Contractor / Contractor.

**7.8 Penalties**

Non-compliance with the CLIENT safety specifications will result in work stoppages and possible expulsion from site until the problem has been remedied. Costs will be borne by the Principal Contractor / Contractor.

**7.9 Emergency Procedures**

The Contractor must make available to the CLIENT a detailed Emergency Plan to tie into the evacuation plan already in place on the CLIENTS premises.

**7.9.1 First Aid Box and Contents**

The Contractor must ensure that all working areas are adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant must be trained in accordance with the requirements set out in the OHSA with a recognized and accredited service provider as defined above.

The Contractor must ensure that the first aid box is adequately at all times and is accessible to all.

The CLIENT shall inspect the contents of the first aid box and dressing record from time to time.

**7.9.2 Accident and Incident Reporting and Investigation**

Should an accident or incident occur the Contractor shall conduct an investigation into the incident. The Contractor must ensure that a competent person be appointed in writing to conduct the said investigation. The procedure to be followed must be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Contractor shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Contractor must ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA.

Should there be an incident, the CLIENT must be notified within 24-hours, of the occurrence. The CLIENT reserves the right to participate in all investigations into accidents or incidents.

**7.10 Hazards and Potentially Hazardous Situations**

The Contractor shall ensure that all other Principal Contractor / Contractor S are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

**7.11 Personal Protective Equipment and Clothing**

The Contractor shall comply with OHSA requirements to provide PPE.

The Contractor shall through the RISK ASSESSMENT PROCESS identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment).

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE by the Principal Contractor / Contractor.

The Contractor must ensure adequate training in the use of PPE is provided to all employees, and proof of training shall be kept at the office for auditing purposes.

Overalls and hardhats shall be identifiable. (Contractor different from the Principal Contractor / Contractor’s).

PPE must be provided to visitors as well.

**7.12 Safety Signage**

The Contractor must assess the Health and Safety Signage requirements in conjunction with the RISK ASSESSMENT PROCESS’s conducted and place the signage at strategic positions on the site works accordingly.

The Contractor shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, must be replaced.

**7.13 Permits**

* The Contractor shall ensure that access to site works is restricted to construction personnel.
* All attempts must be made to restrict spectator access.
* Access to the site shall be by the CLIENTS authorization on the prescribed form. (Permits and ID cards shall be issued by the client)
* Special permits for hot work and isolation permits shall be applied for to the CLIENT representative prior to commencing with the activity.

**7.14 Contractors and Suppliers**

The Principal Contractor shall enter into an Agreement with Mandatory in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with the CLIENT and all other Contractor’s appointed by the Principal Contractor.

The Contractor shall also be required to appoint its Contractor’s in accordance with Construction Regulation 5(3) (b).

The Principal Contractor must ensure all other Contractor S is issued with the CLIENT Safety Specification where reasonably practicable. The Principal Contractor shall assist and ensure Contractor S engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Principal Contractor / Contractor will be stopped from working in the event of unsafe conditions and activities being observed.

**8. HEALTH AND SAFETY IN PRACTICE**

**MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK**

1. A Principal Contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the Principal Contractor.
2. A Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.
3. Where the construction manager has not appointed assistant construction managers as contemplated in sub regulation (2), or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under sub regulation (2).
4. No construction manager appointed under sub regulation (1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
5. A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
6. No Contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the Contractor
7. A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
8. A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in sub regulation(7)**,** and every such employee has, to the extent clearly defined by the Contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
9. Where the Contractor has not appointed an employee as contemplated in sub regulation (8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under sub regulation (8).
10. No construction supervisor appointed under sub regulation (7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under sub regulation (7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

**8.1 Excavations**

1. A Contractor must –
2. Ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
3. Evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

2) A Contractor who performs excavation work-

* + 1. must take reasonable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
    2. may not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—
       1. the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
       2. such an excavation is in stable material: Provided that—

1. permission has been given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
2. where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations is decisive and such a decision must be noted in writing and signed by both the competent person and the professional engineer or technologist, as the case may be;
   * 1. must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
     2. must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
     3. must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
     4. must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
     5. must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
     6. must ensure that every excavation, including all bracing and shoring, is inspected—
        1. daily, prior to the commencement of each shift;
        2. after every blasting operation;
        3. after an unexpected fall of ground;
        4. after damage to supports; and
        5. after rain,

by the competent person), in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other Contractor or any employee;

* + 1. must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—
       1. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
       2. provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor, or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;
    2. must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
    3. must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method statement is developed by that person in accordance with the applicable explosives legislation; and
    4. Must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.

**8.2 Demolition**

1. A Contractor must appoint a competent person in writing to supervise and control all demolition work on site.
2. A Contractor must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.
3. During a demolition, the competent person must check the structural integrity of the structure at intervals determined in the method statement, in order to avoid any premature collapses.
4. A Contractor who performs demolition work must—
   * 1. With regard to a structure being demolished, take steps to ensure that—
        1. no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
        2. all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
        3. precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
     2. ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;
     3. ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
     4. where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
     5. ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
     6. cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
     7. cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
     8. erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
5. A Contractor must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
6. No person may dispose of waste and debris from a high place by a chute unless the chute—
   * 1. is adequately constructed and rigidly fastened;
     2. if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
     3. if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
     4. where necessary, is fitted with a gate at the bottom end to control the flow of material; and
     5. Discharges into a container or an enclosed area surrounded by barriers.

A Contractor must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

A Contractor must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

Where a risk assessment indicates the presence of asbestos, a Contractor must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.

Where a risk assessment indicates the presence of lead, a Contractor must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.

Where the demolition work involves the use of explosives, a method statement must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person. A Contractor must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation

**8.3 Explosives and Blasting**

The Principal Contractor shall ensure where blasting is required with the use of explosives, which it’s in compliance with the Explosives Regulations.

The Principal Contractor must ensure that all work carried out in under the supervision of a competent person as defined in the Explosives Regulations which requires the competent person to have sufficient training and experience in and knowledge of, the health and safety aspects of explosives deemed appropriate by the National Explosives Council or any other organization approved by the chief inspector of occupational health and safety.

The Principal Contractor must ensure a detailed blasting plan; emergency plan and site layout plan is submitted for approval to the CLIENT.

**8.4 Stacking of Materials and Housekeeping**

A Contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that—

* + 1. a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
    2. adequate storage areas are provided;
    3. there are demarcated storage areas; and

Storage areas are kept neat and under control.

Housekeeping must also be maintained at all times as this will be inspected and evaluated by the CLIENT during monthly audits.

**8.5 Hazardous Chemical Substances**

The Contractor must ensure the necessary training and information regarding the use and storage of HCS is provided to all personnel, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Contractor must ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider must also be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the CLIENT at all times.

**8.5.1 Fuel / Diesel**

* Bulk storage areas must be demarcated, secured and sign posted with the relevant warning pictograms.
* Bulk storage areas must be adequately bunded to ensure containment of 110% of the stored product.
* Re-fuelling must be conducted in designated re-fuelling areas only.
* Spill-kits must be available at all times in these designated areas.
* The surface of the bunded areas and walls must be of impermeable material.
* The bunded area must be sloped towards a collection pit.

A contactor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that—

* + 1. where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated**;**
    2. no person smokes in any place in which flammable liquid is usedor stored, and the Contractor must affix a suitable andconspicuous notice at all entrances to any such areas prohibiting such smoking;
    3. an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
    4. only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
    5. all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
    6. where flammable liquids are decanted, the metal containers are bonded and earthed; and

No flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

**8.6 Asbestos**

The Contractor must ensure the provincial director be notified prior to commencement of working with asbestos on this Project, and proof of such notification must be forwarded to the CLIENT for record purposes.

The Principal Contractor must also ensure that all personnel and Contractor comply with the requirements of the Asbestos Regulations and that where work is to be done with Asbestos, only an approved asbestos Contractor is used.

The CLIENT will conduct ad hoc inspections to verify compliance in this regard.

**8.7 Plant and Machinery**

**8.7.1 Construction Plant**

* All plant must comply with the OHS Act requirements in relation to operation and maintenance thereof.
* Records of service and maintenance of the vehicles must be of a high standard at all times.
* All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
* The Contractor shall ensure that all construction plants moving parts are adequately protected.
* Pre-start inspections shall be conducted on all motorized equipment daily, deviations of such inspections shall be recorded.
* Construction plant identified for use shall be operated by a trained and authorized operator only.
* All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.
* Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
* The Contractor shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
* All Plant shall be fitted with an extinguisher where practicable.
* Washing shall be conducted in the designated washing areas.

The Contractor shall ensure the all equipment moving to and from site is adequately secured, and that all Principal Contractor / Contractor S abide by this requirement.

The Contractor must provide proof of medical and psychological fitness including training of all operators engaged in the construction activity.

A Contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that—

* + 1. before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
    2. all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
    3. the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
    4. all temporary electrical installations used by the Contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and

All electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

**8.7.2 Transport of Personnel**

Should it be necessary for the Contractor to transport their personnel to site, only safe vehicular transport must be provided. This shall include proper seating, side restraints and cover.

No personnel shall be permitted to travel on any plant or equipment on the site works.

Road safety principles shall be adhered to on and off site.

**8.7.3 Vessels under Pressure (VuP) or Gas Bottles**

The Contractor shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

* Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site for inspection by the CLIENT.
* Ensuring that all personnel who shall use this equipment are competent and trained.
* Ensuring the users of this equipment are issued with the required PPE.
* Ensuring the area is adequately identified as a noise area and warnings are posted.
* Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
* Ensuring the correct fire prevention and fighting equipment is available at all times.
* Noise levels where possible shall be kept within reasonable operating norms.
* Ensure proper use and storage of gas during construction which may include trolleys upon which bottles are moved and chains to prevent bottles falling over.

The inspection of these activities will be included in the Client’s monthly safety audits.

**8.7.4 Fire Equipment**

The Contractor shall ensure that all fire equipment to be used on site comply with the following:

* Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
* Placement of all extinguishers shall be depicted with the required pictograms.
* Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurization.
* The Contractor shall ensure all employees are adequately trained in the safe use of the extinguishers and proof of training is kept on site for inspection by the CLIENT.
* The Contractor shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

A Contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that—

* + 1. all appropriate measures are taken to avoid the risk of fire;
    2. sufficient and suitable storage is provided for flammable liquids, solids and gases;
    3. smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
    4. in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
       1. only suitably protected electrical installations and equipment, including portable lights, are used;
       2. there are no flames or similar means of ignition;
       3. there are conspicuous notices prohibiting smoking;
       4. oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
       5. adequate ventilation is provided;
    5. combustible materials do not accumulate on the construction site;
    6. welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
    7. suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
    8. the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
    9. a sufficient number of workers are trained in the use of fire- extinguishing equipment;
    10. where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
    11. the means of escape is kept clear at all times;
    12. there is an effective evacuation plan providing for all—
        1. persons to be evacuated speedily without panic;
        2. persons to be accounted for; and
        3. plant and processes to be shut down; and

*(m)* A siren is installed and sounded in the event of a fire.

**8.7.5 Hired Plant and Machinery**

The Contractor shall ensure the following criteria are adhered to when considering hired plant and machinery:

* Hired plant must be checked for safety compliance prior to being accepted for use on site, should a deviation be identified, the CLIENT reserves the right to order the removal of such equipment from site.
* Should hired equipment be accompanied by an operator, The Contractor shall ensure that the operator’s competency be verified and the operator undergoes an induction training session.
* The Contractor shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The Contractor site personnel.
* The Contractor shall ensure that all operators are equipped with the required PPE before commencing work on site.

**8.7.6 Scaffolding / Working at heights / false work / Formwork for Structures Fall Protection**

**8.7.6.1 Fall Protection**

1. A Contractor must—
   * 1. designate a competent person to be responsible for the preparation of a fall protection plan;
     2. ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
     3. Take steps to ensure continued adherence to the fall protection plan.
2. A fall protection plan must include—
   * 1. a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
     2. the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
     3. a programme for the training of employees working from a fall risk position and the records thereof;
     4. the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
     5. A rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
3. A Contractor must ensure that a construction manager appointed is in possession of the most recently updated version of the fall protection plan.
4. A Contractor must ensure that—
   * 1. all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
     2. no person is required to work in a fall risk position, unless such work is performed safely;
     3. fall prevention and fall arrest equipment are—
        1. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
        2. securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
     4. Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
5. Where roof work is being performed on a construction site, the Contractor must ensure that; in addition to the requirements set out in sub-regulations (2) and (4), it is indicated in the fallprotection plan that—
   * 1. the roof work has been properly planned;
     2. the roof erectors are competent to carry out the work;
     3. no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
     4. all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;
     5. suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on orfrom fragile material is supported; and
     6. Suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

**8.7.6.2 Structures**

1. A Contractor must ensure that-
   * 1. all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
     2. no structure or part of a structure is loaded in a manner which would render it unsafe; and
     3. All drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other Contractors, the client and the client's agent or employee.
2. An owner of a structure must ensure that—
   * 1. inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
     2. that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
     3. the structure is maintained in such a manner that it remains safe for continued use;
     4. The records of inspections and maintenance are kept and made available on request to an inspector.

**8.7.6.3 Temporary Works – Includes Formwork and support work**

1. A Contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.
2. A Contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.
3. A Contractor must ensure that—
   * 1. all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
     2. all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
     3. detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other Contractors, the client, the client's agent or any employee;
     4. all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
     5. all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
     6. all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
     7. no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a);
     8. if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
     9. adequate precautionary measures are taken in order to—
        1. secure any deck panels against displacement; and
        2. prevent any person from slipping on temporary works due to the application of release agents;
     10. as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
     11. upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a);
     12. The foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
     13. provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
     14. a temporary works drawing or any other relevant document includes construction sequences and methods statements;
     15. the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
     16. a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
     17. The temporary works drawings are approved by the temporary works designer before the erection of any temporary works.
4. No Contractor may use a temporary works design and drawing for any works other than its intended purpose.

**8.7.6.4 Scaffolding**

A Contractor must appoint a competent person in writing who must ensure that all scaffolding work operations are carried out under his or her supervision and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

A Contractor using access scaffolding must ensure that such scaffolding, when in use, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

**8.7.6.5 Suspended Platforms**

1. A Contractor must appoint a competent person in writing who must ensure that all suspended platforms work operations are carried out under his or her supervision and that all suspended platform erectors, operators and inspectors are competent to carry out their work.
   1. No Contractor may use or permit the use of a suspended platform, unless—
      1. the design, stability and construction thereof comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act;
      2. he or she is in possession of a certificate of system design issued by a professional engineer, certificated engineer or a professional technologist for the use of the suspended platform system; and
      3. he or she is, before the commencement of the work, in possession of an operational compliance plan developed by a competent person based on the certificate of system design contemplated in subparagraph (b) and applicable to the environment in which the system is being used, which operational compliance plan must include proof of the—
         1. appointment of the competent person contemplated in sub regulation (1);
         2. competency of erectors, operators and inspectors;
         3. operational design calculations, which must comply with the requirements of the system design certificate;
         4. performance test results;
         5. sketches indicating the completed system with the operational loading capacity of the platform;
         6. procedures for and records of inspections having been carried out; and
         7. Procedures for and records of maintenance work having been carried out.
   2. A Contractor making use of a suspended platform system must submit a copy of the certificate of system design including a copy of the operational design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work that the system will be used for.
   3. A Contractor must submit a copy of the certificate of system design in the manner contemplated in for every new project.
   4. A Contractor must ensure that the outriggers of each suspended platform—
      1. are constructed of material of adequate strength and have a safety factor of at least four in relation to the load it is to carry; and
      2. Have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.
   5. A Contractor must ensure that—
      1. the parts of the building or structure on which the outriggers of a suspended platform are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;
      2. the suspension wire rope and the safety wire rope are separately connected to the outrigger;
      3. each person on a suspended platform is provided with and wears a body harness as a fall prevention device, which must at all times be attached to the suspended platform;
      4. the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;
      5. the machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;
      6. the rope connections to the outriggers are vertically above the connections to the working platform; and
      7. When the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of a height above the level of the working platform to ensure the stability of the working platform.
   6. A Contractor must ensure that a suspended platform—
      1. is suspended as near as possible to the structure to which work is being done to prevent as far as is reasonably practicable horizontal movement away from the face of the structure;
      2. is fitted with anchorage points to which workers must attach the lanyard of the safety harness worn and used by the worker, and such anchorage connections must have sufficient strength to withstand any potential load applied to it; and
      3. is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing—
         1. the maximum mass load;
         2. the maximum number of persons; and
         3. The maximum total mass load, including load and persons, which the suspended platform can carry.
   7. A Contractor must cause—
      1. the whole installation and all working parts of a suspended platform to be thoroughly examined by a competent person in accordance with the manufacturer's specification;
      2. the whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;
      3. the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing, with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery, and who must determine the serviceability of the structures, ropes, machinery and safety devices before they are used, every time suspended platforms are erected; and
      4. the performance test contemplated in paragraph (b) of the whole installation of the suspended platform to be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly.
   8. A Contractor must, in addition to sub regulation (8), cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.
   9. A Contractor must ensure that the suspended platform supervisor contemplated in sub regulation (1), or the suspended platform inspector contemplated in sub regulation (8)(c), carries out a daily inspection of all the equipment prior to use, including establishing whether—
      1. all connection bolts are secure;
      2. all safety devices are functioning;
      3. all safety devices are not tampered with or vandalized;
      4. the total maximum mass load of the platform is not exceeded;
      5. the occupants in the suspended platform are using body harnesses which have been properly attached;
      6. there are no visible signs of damage to the equipment; and
      7. All reported operating problems have been attended to.
   10. A Contractor must ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, the client, the client's agent or any employee upon request.
   11. A Contractor must ensure that all employees required to work or to be supported on a suspended platform are—
       1. medically fit to work safely in a fall risk position or such similar environment by being in possession of a medical certificate of fitness;
       2. competent in conducting work related to suspended platforms safely;
       3. trained or received training, which includes at least—
          1. how to access and egress the suspended platform safely;
          2. how to correctly operate the controls and safety devices of the equipment;
          3. information on the dangers related to the misuse of safety devices; and
          4. information on the procedures to be followed in the case of—
          5. an emergency;
          6. the malfunctioning of equipment; and
          7. the discovery of a suspected defect in the equipment; and
          8. Instructions on the proper use of body harnesses.
   12. A Contractor must ensure that where the outriggers of a suspended platform are to be moved, only persons trained and under the supervision of the competent person effect such move, within the limitation stipulated in the operational compliance plan contemplated in subregulation (2) (c), and that the supervisor must carry out an inspection and record the result thereof prior to re-use of the suspended platform.
   13. A Contractor must ensure that the suspended platform is properly isolated after use at the end of each working day in such a manner that no part of the suspended platform presents a danger to any person thereafter.

**8.7.8 Ladders and Ladder Work**

The following requirements shall be complied with regarding Ladders and Ladder work:

* Ladders shall be clearly numbered, and inspected on the register provided.
* A competent person shall be identified and appointed as the ladder inspector.
* Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
* Ladders shall be secured at the top and chocked at the base to prevent slipping.
* Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
* Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
* Proper storage shall be provided for all ladders when not in use.

**8.7.9 General Machinery**

In accordance with General Machinery Regulation 2(1), The Contractor shall:

* Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
* The Contractor shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7) (a), as and when required.
* The Contractor shall ensure that records are maintained of all services conducted.
* The Contractor shall provide to the CLIENT a copy of the above appointments prior to work commencing on site.

**8.7.10 Lighting and Power**

The Contractor shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems and installed by an approved authority.

The Contractor shall ensure that:

* Earth leakage system will be tested monthly.
* Malfunctions shall be repaired immediately or replaced.
* Lighting shall be so positioned as not to interfere with construction activities.
* Lighting shall be provided to ensure adequate visibility under all conditions.
* Lighting and electrical installations shall be weather proof.

**8.7.11 Portable Electrical Tools / Explosive Power Tools**

The Contractor shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

* Minimum compliance with legislation.
* Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
* Persons competent to inspect the equipment must be appointed in writing.
* Persons must be trained to operate such equipment and must be appointed and shall be the only authorised person to operate the equipment.
* The Contractor shall ensure operation of the equipment is in accordance with an approved Risk Assessment and Safe Working Procedure.
* All users shall undergo regular awareness training to ensure compliance.
* The Contractor shall ensure the required PPE and clothing is provided and maintained.

**8.7.12 Public Health and Safety**

In the interests of public safety, The Contractor shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

**8.7.13 Night Work**

Night work shall only be conducted upon approval of the CLIENT, with the same safety standard being applied for these activities as with day work activities.

**8.7.14 Facilities for Safe Keeping / eating areas**

The Contractor shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

* Sufficient seating;
* Seating under cover;
* Protected change room;
* Toilets.
* Hand wash facility.
* Potable water.

No food preparation shall be permitted on site and designated eating areas will be made to allow adequate seating.

Waste bins must be provided with plastic liners and must be strategically placed and cleared regularly.

**8.7.15 Construction vehicles and mobile plant**

1) A Contractor must ensure that all construction vehicles and mobile plant—

* + 1. are of an acceptable design and construction;
    2. are maintained in a good working order;
    3. are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
    4. are operated by a person who—
       1. has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
       2. Has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.
    5. have safe and suitable means of access and egress;
    6. are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
    7. are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
    8. are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
    9. are equipped with an acoustic warning device which can be activated by the operator;
    10. are equipped with an automatic acoustic reversing alarm; and
    11. Are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.
  1. A Contractor must ensure that—
     1. no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
     2. every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
     3. the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
     4. every traffic route is, where necessary, indicated by suitable signs;
     5. all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
     6. all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
     7. whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
     8. tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
     9. vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

All construction vehicles or mobile plant traveling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

**8.7.16 Cranes**

A Contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used—

* + 1. they are designed and erected under the supervision of a competent person;
    2. a relevant risk assessment and method statement are developed and applied;
    3. the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer’s specification;
    4. the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
    5. the tower crane operators are competent to carry out the work safely; and

The tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

**8.7.17 Bulk Mixing Plants**

* 1. A Contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is—
     1. aware of all the dangers involved in the operation thereof; and
     2. Conversant with the precautionary measures to be taken in the interest of health and safety.
  2. No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.
  3. A Contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
  4. A Contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are—
     1. placed in an easily accessible position; and
     2. Constructed in a manner to prevent accidental starting.
  5. A Contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
  6. No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in sub regulation (1).
  7. A Contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.
  8. A Contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

**8.7.18 Material Hoists**

* 1. A Contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.
  2. A Contractor must ensure that the tower of every material hoist is—
     1. erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 millimetres for over travel;
     2. enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 millimetres from the ground or floor level; and
     3. Provided with a door or gate at least 2100 millimetres in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.
  3. A Contractor must cause—
     1. the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
     2. the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
     3. Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.
  4. No Contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.
  5. A Contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
  6. A Contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.
  7. No Contractor may require or permit any person to ride on a material hoist.
  8. A Contractor must ensure that every material hoist—
     1. is inspected on daily basis by a competent person appointed in writing by the Contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
     2. inspection contemplated in paragraph (a), includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
     3. inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
     4. Is properly maintained and the maintenance records in this regard are kept on site.
     5. **Rope Access**

1. A Contractor must—
   * 1. appoint a competent person in writing as a rope access supervisor with the duty of supervising all rope access work on the site, including the duty of ensuring occupational health and safety compliance in relation to rope access work: Provided that the appointment of any such person does not relieve the construction manager of any personal accountability for failing in his management duties in terms of this regulation;
     2. ensure that all rope access work on the construction site is carried out under the supervision of a competent person; and
     3. Ensure that all rope access operators are competent and licensed to carry out their work.
2. No Contractor may use or allow the use of rope access work unless—
   * 1. the design, selection and use of the equipment and anchors comply with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act; and
     2. He or she is in possession of a site specific fall protection plan developed by a competent person applicable to the specific work and environment prior to the commencement of the work, including records of maintenance and inspections of all the equipment used for the work operations.
3. A Contractor must ensure that adequate measures are in place to allow rescue procedures to commence immediately in the event of a fall incident taking place.

**8.7.20 Tunnelling**

No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

**9. MANDATORY AGREEMENT**

|  |
| --- |
| **AGREEMENT WITH MANDATORY** |
| **OCCUPATIONAL HEALTH AND SAFETY ACT, (Act No 85 of 1993)**  **AGREEMENT WITH MANDATORY In terms of Section 37(1) and (2)**  **WRITTEN AGREEMENT ENTERED INTO AND BETWEEN** |
| (Hereinafter referred to as the Company)  AND |
| Contractor  (Hereinafter referred to as The Contractor)  Compensation Fund Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  AGREEMENT WITH MANDATORY TO BE COMPLETED IN BLACK INK AND EACH PAGE AND CHANGE TO BE INITIALLED. |
| **Definition of Mandatory**  Includes an agent, a Contractor or sub-Contractor for work, but without derogating from his status in his own right as an employer or user.  **Occupational Health and Safety Act (No. 85 of 1993)**   1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT 93 and Construction Regulations 2014. 2. Your attention is drawn to “General Duties of Employers to their Employees” as required by Sect 8 of the Act 3. You are required to: 4. Sign a written “Agreement with Mandatory” as required by Sect 37(1)(2) of the Act with us before you commence any work on my / our premises / site. 5. Provide the client / Principal Contractor with a documented health and safety plan. 6. Provide the client / Principal Contractor with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1).   *Note: Electrician to provide copy of certificate of registration as per Elect. Install Reg. 9(3).*   1. Provide the client / Principal Contractor with written designation of your nominated Health and Safety Representative as per Sect 17(1). 2. If you employ more than five (5) persons, you are required to provide your own First Aid Box. (General Safety Regulation 3 (2).) 3. If you employ more than ten (10) persons, you are required to provide your own qualified First Aider as per General Safety Regulation 3(4). 4. When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3. Note: Asbestos and Lead regulations are separate. 5. When using a Materials Hoist, comply with Construction Regulation 19. 6. When using Lifting Machines and Lifting Tackle, comply with Cranes Regulation 22. 7. When using Explosive actuated fastening devices, comply with Construction Regulation 21. 8. When using Scaffolding, Formwork and support work, comply with Construction Regulation 12 and 16. 9. When Excavating and Demolishing work, comply with Construction Regulation 13 and 14. 10. When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9. 11. When working in confined spaces, comply with General Safety Regulation 5. 12. You are responsible for providing your own legal safety documents and registers to comply with the Act’s requirements. A copy of the OHS Act of 1993 should be available in the main Contractors office. 13. Personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing etc. 14. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 26 of the Act.)   **Compensation for Occupational Injuries and Diseases Act (No 130 of 1993)**  You are required to provide the client proof of registration with the Compensation Commissioner/Federated Employer’s Mutual within seven (7) days after signing this agreement. Failure to do so would result in the client notifying the agent of the Commissioner to investigate and make an assessment of your wage return and the applicable levy you have to pay, which will be liable for a deduction from your monthly progress payments and paid over to the Commissioner. (Copies of proof of payment will be provided to the Contractor) See Section 89(1) of the COID Act. |

**AGREEMENT WITH MANDATORY In terms of Section 37 (1) and (2)**

|  |  |  |  |
| --- | --- | --- | --- |
| Section 37 (1)  Section 37 (2) | Whenever an employee does or omits to do any act which it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then unless it is proved that –   1. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user; 2. it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and 3. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,   the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.  The provisions of subsection (1) shall “mutatis mutandis” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Act. | | |
| I,………………………………………….(Responsible person) for, ………………………………………(Company)  Appoint, ………………………… (Contractor) at the following premises / site: ……………………………………..  ………………………………………………………………………………………………………………………………. | | | |
| Period: ……………………………………………………………………………………………………………………………… | | | |
| **AUTHORISED SIGNATORY FOR THE COMPANY (Principal Contractor )** | | | |
| **Signature** | | **Designation** | **Date** |
|  | |  |  |
| **ACCEPTANCE SIGNATORY FOR THE Contractor**  I hereby acknowledge receipt of and accept and understand the requirements of this agreement and shall ensure compliance with the OHS Act 85, of 1993. | | | |
| **Signature** | | **Designation** | **Date** |

**10. MEASUREMENT AND PAYMENT**

**10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in the applicable payment item in the Bill of Quantities for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor’s tendered rate for “Health and Safety Obligations”.

1. Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to shall be members of the Contactor’s personnel, and no additional payment will be made for the appointment of such safety personnel.

1. Records and registers

The keeping of health and safety-related records and registers as described is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor’s tendered rates and prices.

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

**SEE VOLUME 2 OF BILL OF QUANTITIES**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

### PART C2: PRICING DATA

**CONTENTS**

**Section Description Page No**

C2.1 Pricing Instructions C2.1-**1 to 6**

C2.2 Bill of Quantities and Summary of Bill of Quantities C2.2-**1 to 23**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

**PART C2.1: PRICING INSTRUCTIONS**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

**PART C2.1: PRICING INSTRUCTIONS**

1. **GENERAL**
   1. These pricing instructions provide the Tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.
   2. The Bill of Quantities shall be read with all the documents which form part of this Contract.
   3. The following words have the meaning hereby assigned to them:

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

1. **PAY ITEMS**
   1. For Civil works, the method of measurement and payment published in the clauses titled ‘Measurement and Payment’ in the various sections of the Standardized Specification for Civil Engineering Construction, SANS 1200 (1986 version), is applicable, subject to the variations and amendments contained in section C3.4.3.
   2. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard 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 Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
   3. The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the letter case, the item number is prefixed with the letter “PS”. The same applies to new clauses added to the standard specification.

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

mm = millimetre h = hour

m = metre kg = kilogram

km = kilometre t = ton (1 000 kg)

m² = square metre No. = number

m².pass = square metre pass sum = lump sum

ha = hectare MN = meganewton

m³ = cubic metre MN.m = meganewton-metre

m³-km = cubic metre-kilometre PC sum = Prime Cost Sum

l = litre Prov sum = Provisional sum

kl = kilolitre % = per cent

MPa = megapascal kW = kilowatt

**3. QUANTITIES**

* 1. Unless otherwise stated, items are measured net and no allowance is made for waste.
  2. The quantities set out in the Bill of Quantities are the estimated quantities of the Works, and do not necessarily represent the actual amount of work to be done. The quantities shown in the bills of quantities are for all the total estimated work per part of work during the current financial year only. It is anticipated that the budget amount for the next financial year will be similar.
  3. All the work of a specific part may be allocated to one contractor by the municipality or it may be shared between all the appointed contractors for that specific part of the work.
  4. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. 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.

**4. RATES**

* 1. The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
  2. A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

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

* 1. The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
  2. 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.
  3. The Tenderer shall not group together a number of items and tender one rate for such group of items.
  4. All rates and sums of money quoted in the Bill of Quantities shall be in rand and whole cents. Fractions of a cent shall be discarded.
  5. All prices and rates entered in the Bill of Quantities must be **excluding** **Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
  6. Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
  7. Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.

4.10 If 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 unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the unit rate as quoted shall govern, and the line item total shall be corrected.

**END OF SECTION**

**MOHOKARE LOCAL MUNICIPALITY**

**CONTRACT No SCM/MOH/02/2024**

***THE COMPLETION OF THE ROUXVILLE / ROLELEATHUNA WATER TREATMENT WORKS (WTW)***

**PORTION 2: CONTRACT**

**PART C2: PRICING DATA**

**PART C2.2: BILL OF QUANTITIES**