

STEVE TSHWETE



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Civic Centre, Wanderers
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Mpumalanga

LOCAL MUNICIPALITY

ELECTRICAL ENGINEERING SERVICES **REQUEST FOR FORMAL WRITTEN PRICE QUOTATIONS**

CLOSING DATE: Wednesday 23 November 2016

QUOTATION NUMBER: Q18.11.16

HORIZONTAL DRILLING AND INSTALLATION OF SLEEVES AS AND WHEN REQUIRED WITHIN MP313 LICENSED AREAS

CENTRAL SUPPLIER DATABASE NUMBER	MAAA	
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Kindly furnish me with a written quote for the supply of the services as detailed in the enclosed schedule.

The following conditions will apply:

- Price(s) quoted must be valid for at least fifty six (60) days from date of your offer.
- Price(s) quoted must be firm.
- A firm delivery period must be indicated.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose, the enclosed documents must be scrutinized, completed and submitted together with your quotation.
- A compulsory clarification meeting with representatives of the Employer will take place at **Electrical Workshop, C/o Walter Sisulu and Protea Avenue, Middelburg on Friday 18 November 2016 Bidders who will come 10 minutes late will not be allowed to sign the attendance register as such will not be eligible to tender starting at 10H00 hrs. The closing date of the Quotation will be on Wednesday 23 November 2016 time will be 12:00 at Office A225, 1st floor, Electrical dep., Civic Centre, C/o Wanderers Avenue and Walter Sisulu**
- Contract documentation will not be available on site, and the Engineer will not be available for inspection purposes on any other occasion.
- Documents and specifications can be obtained from www.stlm.gov.za **The document will be available from Tuesday 15 November 2016.**
- The successful provider will be the one scoring the highest points.
- The Council is not bound to accept the lowest or any quote.

The following must accompany the Quotation document:

- **Company must be registered on the central supplier database**
- **Certified copy of current municipal account (not older than three months)**
- **Certified valid CIDB certificate grading of 1GB/1CE or higher**
- **Original certified valid B-BBEE certificate (non-compulsory) failure to submit no points will be awarded**

Yours faithfully

SM MNGUNI
ACTING MUNICIPAL MANAGER
Steve Tshwete Local Municipality
Municipal Civic Building
Wanderers Avenue
MIDDELBURG
1050

BIDDER'S QUESTIONNAIRE

Ref no	Question	STLM's Requirement	Bidder's Response
1	Have you initialled all the pages of the tender document?	YES	* YES / NO
2	Have you completed and signed the Returnable Schedules required for Tender Evaluation Purposes (Schedules 1 to 6)?	YES	* YES / NO
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	* YES / NO
4	Have you take note of the contents of par 5 of MBD 6.1 to substantiate your B-BBEE rating claims. Have you submitted an original, valid or certified copy of your Company's B-BBEE certificate to qualify for preference points?	YES	* YES / NO
5	Have you completed and signed the following form: - MBD 7.2 Form - Contract Form for rendering of Services?	YES	* YES / NO
6	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	* YES / NO
7	Have you completed/ signed and submitted the following Schedules / documents: -Execution Programme - Contractor's Health & Safety Declaration - Contractor's Safety Plan - Pro-Forma Notification form into Occupational & Safety Act 1993, Construction Regulations 2003	YES	* YES / NO
8	Have you completed the Form of Offer (C1.1) in WORDS as well as in FIGURES ?	YES	* YES / NO
9	Have you completed and signed Part 2 of C 1.2 (Contract Data)?	YES	* YES / NO
10	Have you completed and signed the Pro-forma: OHS Mandatory Form?	YES	* YES / NO
11	Have you completed and signed the Bill of Quantities as well as C 2.3 Day work Schedule?	YES	* YES / NO
12	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	* YES / NO
13	Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?	YES	* YES / NO
14	Is the Company registered with the Construction Industry Development Board (CIDB) in terms of the category required in this Specification? Have you submit a copy of your CIDB Certificate?	YES	* YES / NO
15	Registration on Central Supplier Database	YES	* YES / NO

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

* Delete whichever is not applicable

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 - Schedule 6: Copy of the Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
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PART T1: TENDERING PROCEDURES

T1.1: TENDER DATA

CLAUSE NUMBER	
	<p>The Conditions of Tender is the Standard Conditions of Tender as contained in Annex F of CIDB Standard Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers in this Tender in the section T1.3 of the Tender Data.</p> <p>The Standard Conditions of Tender for procurement makes several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender for procurement other than disposals.</p> <p>Each item of data given below is cross-referenced to the relevant clause in the above mentioned Standard Conditions of Tender.</p>
F1.1	The employer is the Steve Tshwete Local Municipality
F1.2	<p>The single volume approach is adopted for this contract.</p> <p>The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents including the fully priced Pricing Schedule, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the single volume procurement document back to the Steve Tshwete Municipality bound up as it was when it was received.</p> <p>The tender documents issued by the Employer comprise of the following:</p> <p>TENDER Part T1: Tendering procedures T1.1 - Tender data T1.2 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents T2.1- List of returnable documents T2.2 - Returnable schedules</p> <p>CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data</p> <p>Part C2: Pricing Schedule C2.1 Pricing Instructions C2.2 Pricing Schedule</p> <p>Part C3: Scope of work C3 Scope of work</p> <p>Part C4: Site information</p>
F1.4	<p>The employer's agent is: Name: Danie Lombaard Capacity Snr Technical assistant Address: Steve Tshwete Local Municipality P.O. Box 14, Middelburg, 1050 Tel: 013 249 7283 Fax: 013 249 7065 E-mail: daniel@stlm.gov.za</p>

F.1.5	<p><u>The Employer's right to accept or reject any tender offer:</u></p> <p>The Employer is not obliged to accept the lowest or any tender offer.</p>
F1.6.2.1	A competitive negotiation procedure will not be followed
F2.1.1	<p><u>Eligibility</u></p> <p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) The Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) The Tenderer does not have the legal capacity to enter into the contract; (c) The Contractor submitting the tender is 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 the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract; (g) Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labour intensive competencies for supervisory and management staff are eligible to submit tenders; (h) Only those tenderers who are registered with the CIDB as defined in the Regulations 09 June 2004 and 22 July 2005), in terms of the CIDB Act No 38 of 2000, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1GB/1CE class of construction work, are eligible to submit tenders. <p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> (a) every member of the joint venture is registered with the CIDB; (b) the lead partner has a contractor grading designation in the 1GB/1CE class of construction work; and (c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 1GB/1CE class of construction work
F2.7	<p><u>Site visit and clarification meeting</u></p> <p>The arrangements for the compulsory site inspection visit and clarification meeting are as follows:</p> <p><u>Location:</u> Electrical Workshop, C/o Protea and Walter Sisulu</p> <p><u>Date:</u> Friday 18 November 2016 <u>Starting time:</u> 10H00 and completing time: 10:30</p> <p>Enquiries and confirmation of attendance at least one full working day in advance regarding the meeting and site inspection may be directed to:</p>

	<p>Name: Danie Lombaard Telephone No: 013 249 7238 Fax No: 013 249 7065 E-Mail address: daniel@stlm.go.za</p> <p>Tenderers must sign the attendance list in name of the tendering entity. Addenda will be issued and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F2.8	The closing time for submission of tender offers is as indicated in the tender notice
F.2.10	<p><u>Pricing the tender offer:</u></p> <p><u>Value Added Tax</u></p> <ul style="list-style-type: none"> • The Valued Added Tax (VAT) rate shall be 14% or as otherwise provided for by legislation • The successful Tenderer shall be required to produce a VAT invoice that shall only be prepared once measurements and valuations for work done in terms of the contract offer have been agreed with the Employers agent and a certificate of payment issued. • Payment of VAT to non-VAT vendors shall be processed from the month in which the Tenderer's liability with the South African Revenue Services is effective.
F.2.11	<p><u>Alterations to document</u></p> <p>A Tender offer shall not be considered if alterations have been made to the forms of tender data or contract data (unless such alterations have been duly authenticated by the Tenderer) or if any particulars required therein have not been completed in all respects.</p>
F2.12.1	<p><u>Alternative tender offers</u></p> <p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Tender Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F2.13.3	Additional copies of the tender offer will not be required.
F2.13.5 F2.13.7	<p>The employer's address for delivery of tender offers and identification details to be shown on such tender offer package are:</p> <p>Location of tender box: Steve Tshwete Local Municipality</p>

	Physical address: 2 nd floor, Civic centre, Wanderers Avenue, Middelburg <u>Identification details:</u> As indicated in the tender notice
F2.13.6 F3.5	A two-envelope procedure will not be followed.
F2.19	The site of works is located at Middelburg MP313 licensed area (Hedrina, Komati, Koornfontein, Mhluzi, Middelburg and Doornkop)
F2.22	<u>Return of other documents</u> All retained tender documents must be returned within 28 days after the expiry of the validity period.
F2.23	<u>Certificates</u> The tenderer is required to submit with his tender. 1. A Certificate of Contractor Registration issued by the Construction Industry Development Board; and 2. An original valid Tax Clearance Certificate issued by the South African Revenue Services.
F3.4	The location for opening of the tender offers, immediately after the closing time thereof shall be at: Time: 12:00 hours on Friday 30 September 2016 Location: Civic centre Office A225 Details of the room location where tenders will opened be can be obtained on the day from Office A 206 .
F3.11	The procedure for the evaluation of responsive tenders is Method 2. The total number of tender evaluation points for preferences to may be claimed is indicated in MBD 6.1.
F3.13.1	Tender offers will only be accepted if: (a) the tender offer is signed by a person authorised to sign on behalf of the Tenderer; (b) a valid original Tax Clearance Certificate is included with his tender; (c) the tenderer's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, is included with his tender submission; (d) a tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture Agreement with his tender; (e) the tenderer or a competent authorised representative of the contractor who submitted the tender has attended the compulsory clarification meeting or site inspection; (f) the contractor who submits the tender has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the CIDB Regulations 2003 promulgated in terms of the Act, or if the contractor can submit proof or evidence that he will be

	<p>able to register within 10 days of the closing date for submission of tenders;</p> <p>(g) the tenderer or any of its principals is <u>not</u> listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>(h) the tenderer has <u>not</u> abused the Employer's Supply Chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect;</p> <p>(i) the tenderer or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.</p> <p>(j) the employer is satisfied that the tenderer or any of his principals have <u>not influenced</u> the tender offer and acceptance by the following criteria:</p> <ul style="list-style-type: none"> i) having offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract; ii) having acted in a fraudulent or corrupt manner in obtaining or executing this Contract; iii) having approached an officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the tenderer's favour; iv) having entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this Contract or as to the amount of the tender to be submitted by either party; v) having disclosed to any other person, firm or company other than the Employer, the exact or approximate amount of his proposed tender; vi) the employer may, in addition to using any other legal remedies, repudiate the tender offer and acceptance and declare the Contract invalid should it have been concluded already.
<p>F3.17</p>	<p>The number of paper copies of the signed Contract to be provided by the Employer is one.</p>

T1.3: STANDARD CONDITIONS OF TENDER

CIDB STANDARD CONDITIONS OF TENDER (January 2009 edition) as published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice 12 of 2009 in Government Gazette No 31823 of 30 January 2009.

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 read, copied and recorded. Writing 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 formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

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 re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.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 complies 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

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

F.2.10 Pricing the tender offer

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

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

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

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

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

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

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

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

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

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (not less than 90 days) 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), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial

proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check 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 invite the tenderer to 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 (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

N_p 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) Re-score 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 (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

N_Q 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) Re-score 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 (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with **F.3.11.7**;

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

N_Q 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) Re-score 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:

$$N_{FO} = W_1 \times A$$

Where: N_{FO} is the number of tender evaluation points awarded for the financial offer.

W_1 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 either formulas 1 or 2 below as stated in the Tender Data.

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

$$N_Q = W_2 \times S_Q / M_S$$

Where: S_Q is the score for quality allocated to the submission under consideration;

M_S is the maximum possible score for quality in respect of a submission; and

W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) Is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
- g)

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.3.16.3 Unsuccessful forms / documents will be disposed of after 24 months.

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.

PART T2: RETURNABLE DOCUMENTS

T 2.1: LIST OF RETURNABLE DOCUMENTS

T2.2.1: Returnable Schedules required for tender evaluation purposes

T2.2.1 Compulsory Municipal Bid Documents

T2.2.3 Other schedules and documents that will be incorporated into the contract

Other schedules and affidavits that will be incorporated into the Contract

Offer and Acceptance

Contract Data (Part 2)

Contractor's Safety Plan

Pro forma Notification form in terms of the Occupational Health and Safety Act 1993, Construction Regulations, 2003

T2.2.1: RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

SCHEDULE 1: CERTIFICATE OF ATTENDANCE AT SITE VISIT

This is to certify that (Tenderer)

.....

of (address)

.....

..... was represented by the person(s) named below at the compulsory meeting held for all tenderers at **Electrical Workshop boardroom, C/o Protea avenue and Walter Sisulu Street** for Tender No.{insert number} on **Wednesday 23 November 2016 at 10H00**

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date and Time:

SCHEDULE 2: CERTIFICATE FOR AUTHORITY OF SIGNATORY

Signatories for Companies must establish their authority by attaching a copy of the relevant Resolution of the Board of Directors, duly signed and dated, to this form.

AN EXAMPLE IS SHOWN BELOW:

"By Resolution of the Board of Directors at a meeting on
.....2016

Mr.
has been duly authorised to sign all documents in connection with the Tender on behalf of (Block capitals)
.....

SIGNED ON BEHALF OF COMPANY.....

IN HIS CAPACITY AS.....

SIGNATURE OF SIGNATORY.....

SCHEDULE 3: EVALUATION CRITERIA

Evaluation Criteria

The following evaluation criteria will be used as such it is required that the contractor/service provider should provide sufficient information in this regard.

Description of quality criteria	Maximum number of tender evaluation points
Experience for horizontal drilling and installation of sleeves	40
Experience for key staff	25
Construction Resources / Personnel on site	35
Maximum total evaluation points for quality (M_s)	100

NB: Evaluation criteria are only used once all requirements have been met.

Please note:

A minimum of **60 points score** will ensure qualification for the evaluation of financial proposals.

EXPERIENCE FOR HORIZONTAL DRILLING AND INSTALLATION OF SLEEVES

The following is a statement of major works of a similar nature successfully executed by myself/ourselves (see Clause F.2.1 (e) of the Tender Data).

Employer	Nature of work	Value of work	Year completed

Verifiable references with contact details must be provided. A lack of contactable references may result in the rejection of the proposal.

The scoring of the performance record will be as follows:

Scoring	Evidence must be attached
Non-responsive (score 0)	No information has been provided, or the information provided is not relevant to the project objectives
Poor (15 points)	Completing of three projects for horizontal drilling and installation of sleeves
Satisfactory (30 points)	Completing of four projects horizontal drilling and installation of sleeves
Good (40 points)	Completing of five projects horizontal drilling and installation of sleeves

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that he/she has read and accepted the contents of this schedule.

Signed: _____ Date: _____

Name: _____ Position: _____

EXPERIENCE OF KEY STAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
3. Name of current employer and position in enterprise
4. Overview of post graduate / diploma experience (year, organization and position)
5. Outline of recent assignments / experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

	Knowledge of issues pertinent to the project
Very good (25 points)	Valid certificate for horizontal drilling – 5 Points Horizontal drilling experience – 5 Points Valid certificate for First aid level 1 – 5 Points Valid certificate for Fire fighting level 1 - 5 Points Valid certificate for Certificate for the safety officer - 5 Points

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that he/she has read and accepted the contents of this schedule.

Signed: _____ Date: _____

Name: _____ Position: _____

CONSTRUCTION RESOURCES

1. Construction equipment:

The tenderer must list the following categories of construction equipment:

Construction equipment that is owned by the tenderer (including leased equipment) and will be available immediately for this Contract,

- 5 x Pick -2 points
- 5 x Shovel - 2 points
- 1 x Tape measure - 1 point
- 1 x Axe - 2 point
- 1 x Measuring wheel -2 point
- 1 x Bakkie - 4 points
- TLB - 2 points
- Horizontal Drilling Machine - 4 points
- Cable Locater -4 points
- Truck - 4 point
- Stamper - 2 points
- Concrete cut or asphalt – 2 point
- Plate compactor - 2 point
- Jack hummer - 2 points

The information required for each category should be put in tabular form with the indicated headings.

Major construction equipment owned or hired by the tenderer that will be available for this Contract. Provide proof of ownership, such a certified copy of the company's register of assets:

Quantity	Description, size, capacity, etc.	Equipment hired or owned

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

Signed: _____

Date: _____

Name: _____

Position: _____

SCHEDULE 5: COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal Income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

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

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

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

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

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

* insert separate page if necessary

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

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

Signed: _____ Date: _____

Name: _____ Position: _____

Enterprise _____ Name: _____

SCHEDULE 6: COPY OF WORKMENS' COMPENSATION REGISTRATION CERTIFICATE (OR PROOF OF PAYMENT OF CONTRIBUTIONS IN TERM SOF THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT NO. 130 OF 1993)

[A Certified Copy of the Certificate or Proof of Payment thereof obtained from the Workmen's Compensation Commissioner to be inserted here]

1.

SCHEDULE 7

**NOTICE OF SUPPLY CHAIN MANAGEMENT
APPLICATION FOR REGISTRATION ON CENTRAL SUPPLIER DATABASE**

Par 14(1)(a) of the municipal supply chain management policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements.

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Steve Tshwete Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate).

QUESTIONS		YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to Ms. Martha Makoala and Thembi Jiyane at (013) 2497309 / 2497164		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			
5.	VERIFICATION BY STEVE TSHWETE LOCAL MUNICIPALITY OFFICIAL		
I, (insert full name)			
in the capacity as			
hereby confirms that the information submitted by the service provider was verified with the Central Supplier Database and found as correct to be the best of my knowledge			

SCHEDULE 8

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

QUESTIONS		YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attached proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

T2.2.1 COMPULSORY MUNICIPAL BID DOCUMENTS

MBD 2: TAX CLEARANCE CERTIFICATE

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of form TCC 001 are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.
.....

¹MSCM 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

MBD 6.1

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES

Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

Bidders who do not submit B-BBEE Status T Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points for out of 90 or 80 for price only and zero points out of 10 or 20 for B-BBEE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

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

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

- 9.1 Name of firm :
- 9.2 VAT registration number :
- 9.3 Company registration number :
- 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

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

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

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

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

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2

WITNESSES:

- 1.
- 2.

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

DATE:

ADDRESS:

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.2

(c) CONTRACT FORM - RENDERING OF SERVICES

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

(d) PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CONTRACT FORM - RENDERING OF SERVICES

(e) PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, in my capacity as accept your bid under reference number dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(f) 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:
 - a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (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 <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

Contractor

Witness 1

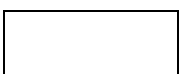
Witness 2

Employer

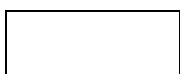
Witness 1

Witness 2

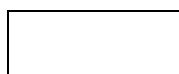
T2.2.3: OTHER SCHEDULES AND DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT



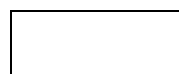
Contractor



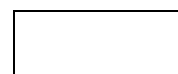
Witness 1



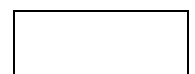
Witness 2



Employer



Witness 1



Witness 2

FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

The following Pro-forma is attached for tenderers to use.

PRO-FORMA FOR A PERFORMANCE GUARANTEE

PERFORMANCE GUARANTEE

Employer: (Name and Address) _____

Contract No: _____

(Contract title) _____

WHEREAS

(hereinafter referred to as "the Employer") entered into, a Contract with

(hereinafter called "the Contactor") on the _____ day of _____ 20 _____
for the construction of (Contract Title)

at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS _____ (hereinafter referred to as "the Guarantor") has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE, _____

Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid of liquidated.
5. Our total liability hereunder shall not exceed the sum of _____ (in words)
R_____ (in figures) (10 % of the tender sum), which amount I/we agree to hold at your disposal.
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.
7. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.
8. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.
9. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.
10. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

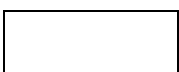
IN WITNESS WHEREOF this guarantee has been executed by us at _____
on this _____ day of _____ 20 _____

As witnesses:

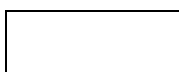
1. _____ Signature _____
2. _____ Signature _____

Duly authorized to sign on behalf of (*Guarantor*) _____

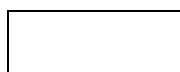
Address _____



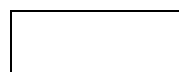
Contractor



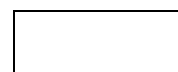
Witness 1



Witness 2



Employer



Witness 1



Witness 2

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorised by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.

2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.

3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist sub-contractors as detailed in 4(c) hereafter: ***Yes / No**

(* = delete whatever is not applicable)

4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:
- (i) By whom will training be provided?
 - (ii) When will training be undertaken?
 - (iii) List the positions to be filled by persons to be trained or hired:
 -
 -
 -

- (c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:
- Name of proposed subcontractor:
- Qualifications or details of competency of the subcontractor:
-
-
-

- 5. I hereby undertake, if my tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my tendered rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONTRACTOR'S SAFETY PLAN

[The contractor shall submit the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003 before commencement of the works.]

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

- 1. (a) Name and postal address of Contractor:.....
.....
- (b) Name of Contractor's contact person:
Telephone number:
- 2. Contractor's workman's compensation registration number:
- 3. (a) Name and postal address of client:
.....
.....
- (b) Name of client's contact person or agent:.....
Telephone number
- 4. (a) Name and postal address of designer(s) for the project:
.....
- (b) Name of designer's contact person:
Telephone number
- 5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
- 6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
.....
- 7. Exact physical address of the construction site or site office:
.....
- 8. Nature of the construction work:
.....
- 9. Expected commencement date:
- 10. Expected completion date:
- 11. Estimated maximum number of persons on the construction site:
- 12. Planned number of subcontractors on the construction site accountable to Contractor:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

13. Name(s) of subcontractors already chosen:

.....

.....

.....

.....

SIGNED BY:

CONTRACTOR: DATE:

CLIENT: DATE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: Form of Offer and Acceptance

C1.2: Contract data

PART C2: PRICING DATA

C2.1: Pricing Instructions

C2.2: Bill of Quantities

C2.3: Daywork Schedule

PART C3: SCOPE OF WORK

C3.1: The Works

PART C4: SITE INFORMATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1 FORM OF OFFER AND ACCEPTANCE

C1.1.1: Form of Offer

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

**HORIZONTAL DRILLING AND INSTALLATION OF SLEEVES
AS AND WHEN REQUIRED WITHIN MP313 LICENSED AREAS**

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

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

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

.....
..... Rand (in words);

R (in figures)

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

Signature Block: Tenderer	
Signature	Date
Name	
Capacity	
Name of organization	
Address of organization	
.....	
Signature of witness	Date
Name of witness	

***BIDDERS HAVE TO COMPLETE THE OFFERED TOTAL OF PRICES IN WORDS AS WELL AS IN FIGURES**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1.2: Form of Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

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

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

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

Signature Block: Employer	
Signature	Date
Name	
Capacity	
for the Employer	Steve Tshwete Local Municipality P.O. Box 14, Middelburg, 1050
Signature of witness	Date
Name of witness	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1.3: Schedule of Deviations

- 1 Subject:
Details:
.....
.....

- 2 Subject:
Details:
.....
.....

- 3 Subject:
Details:
.....
.....

- 4. Subject:
Details:
.....
.....

- 5 Subject:
Details:
.....
.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.2 CONTRACT DATA

Section 1.01 The General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

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.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

C1.2.1 CONDITIONS OF CONTRACT

General Conditions of Contract

The General Conditions of Contract are the **General Conditions of Contract for Construction Works (2004)** published by the South African Institution of Civil Engineering.

Contract Specific Data

The Contract Specific Conditions of Contract are as numbered and set out below. These Clauses are the only variations from and/or additions to the clauses of the General Conditions of Contract. The variables are listed after these clauses in the form of an appendix.

Clause	Contract Data				
1.1	<p><u>Delete Clause 1.1.1 and replaced by:</u></p> <p>“1.1.1 Contract” means the Agreement made in the Form of Offer and Acceptance and the documents referred to herein.”</p> <p><u>Delete Clause 1.1.1.2 and replace by:</u></p> <p>“1.1.1.2 Contract Agreement means the document called Form of Offer and Acceptance.</p> <p><u>Delete Clause 1.1.2 and replaced by:</u></p> <p>“1.1.2 Specification” means that document entitled Scope of work, as included the Contract, and any Variation of such document.”</p> <p><u>Delete Clause 1.1.3 and replaced by:</u></p> <p>“1.1.3 Drawings” means the Employer’s drawings of the works as listed in the Scope of Works and any Variation of such drawings.”</p> <p><u>Delete Clause 1.1.1.18 and replace by”</u></p> <p>“1.1.1.18 “Variation” means a change to the Scope of Work (if any), which is instructed by the Employer under Sub-Clause 10.1.”</p> <p><u>Amend Clause 1.1.3 to read:</u></p> <p>“1.1.3.1 “Certificate of Completion” means the certificate issued by the Engineer signifying that the whole, or portion, of the Works has been sufficiently completed for the Defects Liability Period for the whole, or portion, of the Works to commence, although some minor work may be outstanding.</p> <p>1.1.3.2 “Certificate of Practical Completion” means the certificate issued by the Engineer signifying that the whole, or portion, of the Works has reached the stage of readiness for occupation or use for the purpose intended, although some minor work may be outstanding.”</p>				
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Clause	Contract Data
	<p><u>Amend Clause 1.1.4 to read:</u></p> <p>"1.1.4 "Commencement Date" means the date of delivery to the Contractor of a written notice from the Employer informing him of the acceptance of his offer."</p> <p><u>Clause 1.1.13: Add the following to the end of this definition:</u></p> <p>"This clause shall apply <i>mutatis mutandis</i> to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing."</p> <p><u>Add the following definition:</u></p> <p>"1.1.25 "Schedule of Documents" means the document so designated in and forming part of the Tender Documents."</p>
<p>1.6 & 38.1</p>	<p>Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:</p> <p>New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year - end break.</p> <p>The year - end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.</p>
<p>2.3</p>	<p>The Engineer is, in terms of his appointment by the Employer for the design and administration of the Works included in the Contract, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <p>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 39 or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 45 of these conditions.</p> <p>2.3.2 The issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 36, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of all variation orders in terms of Clause 37 and the adjustment of the sum(s) tendered for General Items in terms of Clause 50.</p> <p>2.3.3 The approval of any claim submitted by the Contractor in terms of Clause 48.</p>
<p>4.2</p>	<p><u>Add the following to the clause:</u></p> <p>The Contractor shall provide the following to the Engineer for retention by the Employer or his assignee in respect of all works designed by the Contractor:</p> <p>4.2.1 a Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice.</p> <p>4.2.2 proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s).</p> <p>4.2.3 design calculations should the Engineer request a copy thereof.</p> <p>4.2.4 engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Engineer to compare the design with the specified requirements and to record any comments he may have with respect thereto.</p> <p>4.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
4.5.2	<p><u>Add the following to the clause:</u></p> <p>The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2003 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan. The Contractor shall submit an approved Health and Safety Plan to the Engineer within 14 days of the Commencement Date.</p>
4.6	<p><u>Add the following new clause:</u></p> <p>Contractor's liability as mandatory</p> <p>Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.</p>
4.7	<p><u>Add the following new clause:</u></p> <p>Contractor to notify Employer</p> <p>The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.</p>
4.8	<p><u>Add the following new clause:</u></p> <p>Contractor's Designer</p> <p>The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.</p>
4.9	<p><u>Add the following new clause:</u></p> <p>The Contract shall be construed to be interpreted in English.</p>
6.3	<p><u>Add at the beginning of Clause 6.3:</u></p> <p>"Except as provided for in 6.6,"</p>
6.4	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>Any consent granted in accordance with Clause 6.2 or appointment of a sub-contractor in accordance with Clause 6.3 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	<p>The Engineer's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Engineer, in which event the Contractor shall forthwith terminate the engagement or that subcontractor on the Works. The withdrawal by the Engineer of his consent in respect of any particular sub-contractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 6.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned.</p>
<p>6.5</p>	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>Unless otherwise stipulated in the Contract:</p> <p>6.5.1 the provision of labour, whether locally employed or not; or 6.5.2 the purchase of materials which are in accordance with the Contract; or 6.5.3 the purchase or hire of Constructional Plant;</p> <p>shall not be regarded as sub-letting, as contemplated in this Clause, for which the Contractor is required to obtain the Engineer's consent in terms of Clause 6.2.</p>
<p>7.1</p>	<p>No Performance Guarantee will be required</p>
<p>9.2</p>	<p><u>Add the following new Clause:</u></p> <p>The copyright in all documents, drawings and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the dictates of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organisation without the prior approval of the Employer to this effect.</p>
<p>10.1</p>	<p>The Contractor shall (subject to the provisions of Clause 4.5.2) commence executing the works within a period of 14 days from the Commencement Date.</p>
<p>11.1</p>	<p><u>Replace Clause 11.1 and the first two lines of Clause 11.1.1 with the following:</u></p> <p>The Employer, or the Engineer acting on his behalf, shall, subject to any requirements in the Contract as to the order in which the Works shall be executed:</p> <p>11.1.1 On the Commencement Date that is applicable to any phase or portion of the Works, give the Contractor right of access to that part of the Site on which such phase or portion is to be constructed, the location of which access shall be stated in the Site Information.</p>
<p>12.1</p>	<p><u>Add the following to the clause:</u></p> <p>In this regard the Contractor shall have regard for the phases and sub-phases (if applicable) for the Development, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Specifications and/or will be indicated on the Phasing Plan which forms part of the Drawings.</p>
<p>12.2</p>	<p>The Contractor shall deliver his programme within 14 days of the Commencement Date.</p>
<p>12.3.4</p>	<p><u>Add the following to the clause:</u></p> <p>The Contractor shall deliver his detailed cash flow forecast within 14 days of the Commencement Date.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
20.3	<p><u>Add the following new clause:</u></p> <p>The Contractor shall use local labour in accordance with the requirements contained within the Scope of Work.</p>
21.1	<p><u>In Clause 21.1, amend the first paragraph to read:</u></p> <p>"The Contractor shall employ, for the purposes of the Contract, only such persons as are careful, competent and efficient in their several trades and callings."</p>
23.1	<p><u>Add at the end of Clause 23.1:</u></p> <p>"Unless otherwise directed in writing by the Engineer, materials for the Permanent Works shall be new and unused."</p>
29.1	<p><u>Add to Clause 29.1:</u></p> <p>"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."</p>
29.2	<p>In Clause 29.2, last line, amend "Works" to read "Permanent Works".</p>
32.1.3	<p><u>Add to Clause 35.1.3:</u></p> <p>"The minimum amount of insurance required in terms of this Clause, as stated in Part 1 of the Contract Data, shall be per event, the number of events being unlimited."</p> <p><u>Amend Clause 35.1.4 to read:</u></p> <p>"Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 49.1.5 hereof."</p>
35.1.1.2.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 9 500.00</p>
35.1.3	<p>The limit of indemnity for liability insurance is R 9 500.00 for any single liability claim. Liability insurance shall include spread of fire risk.</p>
35.6	<p><u>Add the following to the clause:</u></p> <p>Proof of insurance shall be submitted to the Employer prior to Commencement of the Works (Clause 10.1), and copies of the policies and proof of due payment of all premiums shall be presented to the Employer within twenty eight (28) days of the Date of Commencement.</p>
35.9	<p><u>Add Clause 35.9:</u></p> <p>"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Engineer copies of all claims and associated documents. The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 32.2.1 and 32.2.3."</p>

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

Clause	Contract Data
35.10	<p><u>Add Clause 35.10:</u></p> <p>"With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), where applicable, the Contractor shall, within such time as is stated in the Appendix for the production of insurance policies in terms of Sub-Clause 35(6), deliver to the Employer a letter, either</p> <p>(a) from his Insurance Company certifying that the Contractor has effected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or</p> <p>(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."</p>
37.2.2.3	The percentage allowance to cover overhead charges is 15%.
38.1	Special non-working days shall be all South African statutory holidays and the official building holidays.
40.1	<p><u>Add the following to the clause:</u></p> <p>No such instruction by the Engineer to expedite progress shall be the subject of additional compensation to the Contractor unless the instruction explicitly states that the Contractor is entitled to additional compensation, and cites the amount of such compensation or the basis upon which it is to be determined.</p>
42.1	The Works shall be completed within 4 months excluding special non-working days and the year end break.
42.2	<p><u>Add to Clause 42.2:</u></p> <p>"Should the Contractor consider that he may, during the course of the Contract, wish to invoke "abnormal climatic conditions" as a circumstance entitling him to an extension of time for the completion of the Works, he shall, before commencing any of the Permanent Works, establish an approved weather recording station with an approved observer who shall record daily the weather conditions that the Contractor may wish to invoke. The records shall be submitted weekly to the Engineer's Representative, together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal."</p>
42.3	<p><u>Add to Clause 42.3.2:</u></p> <p>"Extension of time in respect of abnormal climatic conditions shall be calculated in accordance with the method and data given in the Specification Data/Scope of Work."</p>
42.4	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>If an extension of time is granted, other than an extension resulting from abnormal climatic conditions in terms of Clause 42.5, the Contractor shall be paid such additional time-related General Items as are appropriate having regard to any other compensation which may already have been granted in respect of the circumstances concerned.</p>
42.5	<p><u>Add the following new clause:</u></p> <p>Extension of time due to Abnormal Rainfall</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data																																										
	<p>Extension of time for completion of the Contract shall be allowed in the event of abnormal rainfall in accordance with the following formula:</p> $V = (N_w - N_n) + (R_w - R_n)/20$ <p><i>Where:</i></p> <p>V = Extension of time in calendar days for the calendar month under consideration N_w = Actual number of days during the calendar month under consideration on which a rainfall of 10mm and more is recorded R_w = Actual total rainfall in mm recorded during the calendar month under consideration N_n = Average number of days, derived from rainfall records, on which a rainfall of 10mm and more was recorded during the relevant calendar month as per the data tabulated hereinafter = Average total rainfall in mm for the relevant calendar month, derived from rainfall records, as tabulated hereinafter</p> <p>Where the extension of time due to abnormal rainfall has to be calculated for portion of a calendar month, pro rata values shall be used. Should V be negative for any particular month, and should its absolute value exceed the corresponding value of N_n, then V shall be taken as being equal to minus N_n. The total extension of time to be granted shall be the algebraic sum of all the monthly extensions, provided that if this total is negative then the time for completion shall not be reduced due to subnormal rainfall.</p> <p>Rainfall records for the period of construction shall be taken on Site. The Contractor shall provide and install all the necessary equipment for accurately measuring the rainfall. The Contractor shall also provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost. The Engineer 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 Engineer's Representative. Access to the measuring gauge(s) shall at all times be under the Engineer's control.</p> <p>Unless otherwise provided in the Site Information, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer.</p> <p>Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with clause 42.5 hereof, exceed the number of "n" normal working days.</p> <p>The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with clause 42.5 hereof.</p> <p>The rainfall records applicable to this Contract are those recorded at Weather Station Belfast</p> <p>The following values of N_n and R_n shall apply:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="background-color: #f4a460;">MONTH</th> <th style="background-color: #f4a460;">R_n (mm)</th> <th style="background-color: #f4a460;">N_n (days)</th> </tr> </thead> <tbody> <tr><td>January</td><td>170</td><td></td></tr> <tr><td>February</td><td>101</td><td></td></tr> <tr><td>March</td><td>83</td><td></td></tr> <tr><td>April</td><td>53</td><td></td></tr> <tr><td>May</td><td>36</td><td></td></tr> <tr><td>June</td><td>7</td><td></td></tr> <tr><td>July</td><td>5</td><td></td></tr> <tr><td>August</td><td>9</td><td></td></tr> <tr><td>September</td><td>33</td><td></td></tr> <tr><td>October</td><td>93</td><td></td></tr> <tr><td>November</td><td>156</td><td></td></tr> <tr><td>December</td><td>152</td><td></td></tr> <tr> <td>TOTAL</td> <td>{insert value}</td> <td>{insert value}</td> </tr> </tbody> </table>	MONTH	R _n (mm)	N _n (days)	January	170		February	101		March	83		April	53		May	36		June	7		July	5		August	9		September	33		October	93		November	156		December	152		TOTAL	{insert value}	{insert value}
MONTH	R _n (mm)	N _n (days)																																									
January	170																																										
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TOTAL	{insert value}	{insert value}																																									
Contractor	Witness 1 Witness 2 Employer Witness 1 Witness 2																																										

Clause	Contract Data
43	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>43.1 If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 51.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty(ies) for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be 0.05 % of the Total Tender Sum per Calendar Day.</p> <p>43.2 If before the issue of a Certificate of Practical Completion for the whole of the Works, or for any specific portion thereof that is identified in the Scope of Works, any further part of the Works has been:</p> <p>43.2.1 certified as complete in terms of a Certificate of Practical Completion; or</p> <p>43.2.2 occupied or used by the Employer, his agents, employees or other contractors (not being employed by the Contractor); then the appropriate penalty for delay referred to in Clause 43.1 above shall be reduced by the amount which is determined by the Engineer to be appropriate under the circumstances.</p> <p>43.3 The imposition of penalties in terms of Clause 43.1 shall not relieve the Contractor from his obligation to complete the Works, nor from any of his obligations and liabilities under the Contract.</p> <p>43.4 All penalties for which the Contractor becomes liable in terms of Clause 43.1 shall be accumulative. The Employer may, without prejudice to any other method of recovery, deduct the amounts of all such penalties from any monies in his possession that are or may become due to the Contractor.</p> <p>43.5 The imposition of any penalties in terms of Clause 43.1 shall not limit the right of the Engineer of the Employer to act in terms of Clause 55.1.5.</p>
45.1	In Clause 45.1.2.1.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 45.1.2.1.2, the third line, after the word "amount" insert ", excluding VAT,"
45.2	In Clause 45.2, line 4, after the word "price", insert ", excluding VAT,"
46.2	The application of a Contract Price Adjustment factor will not apply to this Contract.
46.3	Price Adjustments for variations in the cost of special materials is not allowed.
46.4	In line 6 delete the words "between the Employer and the Contractor".
49.1.5	The percentage limit for materials not yet built into the Permanent Works is 80%.
49.3	The percentage retention on the amounts due to the Contractor is 10 %, excluding contract price adjustment, contingencies and VAT, and limited to 5% of the contract amount, excluding contract price adjustment, contingencies and VAT.
49.4	In line 3 delete the word "said" and insert the word "correct".
49.6	A Retention Money Guarantee is not permitted.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Clause	Contract Data
	Replace the term "Bank" with "Bank or Insurance Company".
50.1	In line 2 of the second paragraph delete "15 percent" and replace it with "25 percent".
53.1	The Defects Liability Period is 12 months measured from the date of the Certificate of Completion.
53.2	In Clause 53.2, paragraph 2, line 2, after the words "Defects Liability Period", insert "within the period specified by the Engineer", and amend "thereafter" to read "after the Defects Liability Period".
55.1.9	<p><u>Delete the contents of the clause and insert the following:</u></p> <p>The Contractor furnished inaccurate information in the Returnable Documents or Returnable Schedules forming part of the Contract.</p>
58.1.4	Disputes are to be referred to Mediation/Arbitration .
58.2	Dispute Resolution shall be by Adjudication.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

C1.2.2 PART 1 - DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE

CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.14: **Name of Employer:** Steve Tshwete Local Municipality

Clause 1.2.2: **Address of Employer:**

Physical:

Postal:

Steve Tshwete Local Municipality
Municipal Building
Wanderers Avenue
MIDDELBURG, 1050

P.O. Box 14
MIDDELBURG, 1050

E-Mail: **daniel@stlm.gov.za.**

Telephone No: **013 249 7283** Fax No: **013 243 7065**

Clause 1.1.15: **Name of Engineer: {insert name of company}**

Clause 1.2.2: **Address of Engineer:**

Physical:

Postal:

{insert street address}
{insert name of town}
{insert postal code}

P.O. Box {insert number}
{insert name of town}
{insert postal code}

E-Mail: **{insert email address}**

Telephone No: **{insert number}** Fax No: **{insert number}**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2.3 PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract:

REFERENCE

CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Clause 1.1.8: **Name of Contractor:**

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

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

E-Mail:

Telephone No: Fax No:

Clause 37.2.2.3

The percentage allowance to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is as stated in the Bill of Quantities / Daywork Schedule.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TRANSFER OF RIGHTS

The Successful Tenderer shall complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this document is not submitted with the progress payment being considered. This form together with the documentary proof of ownership or proof of payment by the Contractor to the supplier shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

**TRANSFER OF RIGHTS AND INDEMNITY
(To be completed during construction by successful Tenderer only)**

Claim for materials on site, Payment Certificate No. **Date:**

Contract No: For (contract title)

I, the undersigned (name of signatory) in my capacity as
..... of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)
Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: **Date:**
for and on behalf of the Contractor.

Witnessed by: **Date:**

 Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

PRO FORMA: OHS MANDATORY FORM

(TO BE COMPLETED AND SIGNED BY ALL MANDATORIES)

**OCCUPATIONAL HEALTH AND SAFETY ACT
NO. 85 OF 1993**

Note: Section 1(1)(xxviii) of the Act defines a "Mandatory" as including "an Agent, a Contractor or a Subcontractor for Work."

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health and Safety Act, Act No.85 of 1993, hereinafter referred to as "the Act", that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

- i. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations in respect of the work included in the Contract, and
- iv. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Signed at on the day of 20.....

WITNESS:

.....
for and on behalf of **Contractor**

WITNESS:

.....
for and on behalf of the **Municipal Manager**
Steve Tshwete Local Municipality

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO FORMA: DECLARATION OF OWNERSHIP OF UNUSED MATERIALS

in

CERTIFICATE OF PAYMENT NO.

I/We, the undersigned,

..... (Name of Contractor)
hereby declare that the materials for which payment is claimed in terms of Clause 49.1.5 of the General
Conditions of Contract are:

(a) as described

* (i) on the copy of Invoice No.: annexed hereto

* (ii) as set out in detail below

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

*delete whichever is not applicable.

(b) located at

.....
.....

(c) totally owned by me/us and that no other party has any claim or right in respect of the above
materials and that I am/we are free to pass ownership upon receipt of payment for such
materials

(d) intended for incorporation into the permanent works of this Contract.

Signed at

on this day of 20

Witnesses:

1.....

2.....

Signature:

Capacity:

On behalf of:

Address:

.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART C2: PRICING DATA

**C2.1: PRICING INSTRUCTIONS
C2.2: BILL OF QUANTITIES
C2.3: DAYWORK SCHEDULE**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C2.1: PRICING INSTRUCTIONS

PREAMBLE TO BILL OF QUANTITIES

1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Tenderer's obligations in pricing the tender offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Tender contained in Annexure F of SANS 294, as amended in and read in conjunction with the Tender Data.

2. Documents Mutually Explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. Definitions

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor contracts to do the work.
Amount	:	The product of the quantity and the rate tendered for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. Descriptions

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. Units of Measurement

The units of measurement indicated in the Bill of Quantities are metric units.

The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m ²	=	square metre
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
m ² -pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. Net Measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. Quantities

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. Currency

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 discounted.

10. Value Added Tax

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. Rates and Prices

11.1 General

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) 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 will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.
- e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

12. Variation in Text

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

13. **Construction**

- a) Attention is drawn to Clause 44.1 of the General Conditions of Contract and the Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the construction drawings or measurement on Site that such quantities are in fact the correct quantities.

- b) Items marked "L" in the Bill of Quantities shall be carried out using labour intensive methods.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

LABOUR COST

Drilling and Installation per pipe: SABS Approved Class 6 and 10 HDPE

TOTAL PRICE SCHEDULE				
DESCRIPTION (In sizes)	QUANTITY	UNIT PRICE (PER METER) VAT EXCLUDED	ESTIMATED QUANTITY	TOTAL PRICE (VAT EXCLUSIVE)
Drilling work				
50mm	1M		600	
110mm	1M		600	
Provision of Material: Class 6 HDPE pipe				
50mm	1M		300	
110mm	1M		300	
Provision of Material: Class 10 HDPE pipe				
50mm	1M		300	
110mm	1M		300	
Total Price for Schedule				
VAT				
Total Price All Inclusive				

C2.3: DAYWORK SCHEDULE

The Tenderer must insert in this Daywork Schedule the percentages which he proposes to claim for labour and on the actual net cost of materials and must state the rates for the use of such Construction Equipment as he proposes to have available upon the Site to use for daily work. (See Clause 37.2.1 of the General Conditions of Contract).

The labour and materials percentages, and rates of hire quoted will be held to include for all items as detailed in Civil Engineering Quantities 1990, Chapter 8 Sub-clauses 8.3 and 8.4.

Rates for the use of Construction Equipment must be the overall charge, excluding VAT, to the Employer.

- (a) Labour:
Percentage allowance on gross remuneration of workmen actually engaged %
- (b) Material:
Percentage allowance on net cost of materials delivered on Site %
- (c) Construction Equipment:

Construction Equipment: (insert details)				Hourly rate (Excluding VAT)	
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

	R	c

Date: Signed on behalf of the Tenderer:

- NOTES:** (i) If the percentage allowances are not stated by the Tenderer in (a) and (b) above, or in the Contract Data, the percentages will be held to be:
- 15% on the gross remuneration of workmen actually engaged,
 - 15% on the net cost of materials.
- (ii) Payments under Items (a) and (b) above will not be subject to price adjustment, but payments based on the rates under Item (c) will be adjusted in terms of Clause 46.2 of the General Conditions of Contract.

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

PART C3: SCOPE OF WORK

C3.1: STANDARD SPECIFICATIONS

C3.2: PROJECT SPECIFICATIONS

C3.3: PARTICULAR SPECIFICATIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 STANDARD SPECIFICATIONS
C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements
- PS-5 Site Facilities Available
- PS-6 Facilities Required on site
- PS-7 Features of the Contract Requiring special attention
- PS-8 Rainfall Figures
- PS-9 Security Clearance of Personnel
- PS-10 Safety
- PS-11 Subcontractors
- PS-12 Deviation from Construction Programme
- PS-13 Delay in Completion
- PS-14 Supply of Materials
- PS-15 Execution of Works

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3.3 PARTICULAR SPECIFICATIONS

PO: Occupational Health And Safety Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the South African Bureau of Standard Standardized Specifications for Civil Engineering Construction SABA 1200. (Note to complier "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 1200)

The Occupational Health and Safety Act 85/1993.

The Code of Practice for Underground cables.

The Code of Practice for Wiring of Premises (SANS 0142).

Relevant regulations of the Steve Tshwete Local Municipality.

Operating Regulations for High Voltage Systems

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.
Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

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

[Signature Box]

Contractor

[Signature Box]

Witness 1

[Signature Box]

Witness 2

[Signature Box]

Employer

[Signature Box]

Witness 1

[Signature Box]

Witness 2

PART A: GENERAL

SCOPE OF WORK

Council requires the services of a private contractor to carry out services for horizontal drilling and installation of sleeves as and when required within MP313 licensed areas

SPECIFICATIONS

Contractor must comply with the following specifications:

1. The contractor must provide his/her own tools and equipment.
2. The contractor must provide his/her own transport and must provide drilling equipment sleeves and different diameter HDPE pipes.
3. All work must be coordinated and scheduled through: Electrical Workshop ,Engineering Technicians, instruction will be done in a form of works order. No work shall commence without a written works order.
4. Risk assessment and Pre-task planning must be done with each task
5. The contractor may be requested to drill after hours and must provide sufficient lighting around the area of work until completion of work, especially at night.
6. Should the contractor not comply with the special conditions of the contract, the Director Electrical Engineering service will give a written warning. All work will be stopped until the contractor has given a written response on how he will rectify the situation to the acceptance of the Director Electrical Engineering service. If there is a reoccurrence, the order will be cancelled.
7. All existing services will be indicated to the contractor and, if necessary, exposed. The contractor is responsible or liable for damage to any existing services (water, gas, telecommunication, electricity and sewer)
8. Contractor must provide water to the site as and when necessary. Written permission must be obtained from the Civil Engineering Services department to withdraw water from the fire hydrant at the services centre.
9. Contractor must provide piping and water and no standing time will be paid due to unavailability of those.
10. The pipe to be supplied and installed must be SABS approved class 10 HDPE for Director Electrical Engineering service.
11. The pipe to be supplied and installed mainly for Electrical Department must be class 6 and 10 HDPE depending on the application.
12. Other departments within the Council may require drilling work to be made and in that case only a vote number where adequate funds are available shall be utilised.
13. A first aid box must be in the vehicle when work is being carried out.
14. All work must be done in accordance with the Occupational Health and Safety Act;

REQUIREMENTS

All documents must be marked as indicated.

1. Relevant experience with references and company profile must be attached (If not included will be disqualified)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2. All workers must be registered at the Workman's Compensation and proof must be provided of such.
3. Operator of the machinery must have been found competent to operate the machinery and proof must be attached (If not included will be disqualified)
4. First aid and fire fighting level 1 valid certificate (If not included will be disqualified)

WORK PROGRAM

1. Work may only be conducted on receipt of a work instruction.
2. Performance to be measured on work given and work completed.
3. Evaluation on work conducted to be carried out by a council official.
4. All equipment, material and labour will be the responsibility of the contractor.
5. The contractor is required to be available 24/7 for standby purposes
6. The Contractor shall respond to the call and be on site as follows: Emergency within 45 minutes and planned work as prescribed by the Council official issuing works instruction.

PAYMENT

1. An order will be issued on a monthly basis for work to be done;
2. One calendar months notice will be given upon issuing the last order, for the cancellation of contract;
3. Tax invoices must be submitted before the 7th of every month in order to receive payment by the end of the month. Work instructions must be attached to invoice.
4. Contractor must take travelling into account when costing
5. Working hours start when the task start and finish when the task finishes i.e. **no payment will be done for standing period**

SAFETY

1. No work will be carried out on live conductors except for testing purposes.
2. Only competent people must be used to do the work.
3. Work must be carried out in accordance to Occupational Health and Safety Act.
4. All necessary arrangements must be made regarding the dealing with traffic when operating within a public road.
5. Contractor not allowed to work on council electrical network

The requirements of the Road Traffic act must be adhered

PS1 PROJECT DESCRIPTION

1. Horizontal drilling and installation of sleeves as and when required within MP313 licensed areas
2. Compulsory procedures

The above identified hazards are not the only dangers and Steve Tshwete Municipality, Electrical Department has the following procedures in place that must be complied with:

- 2.1. There must be a qualified first aider, with his first aid box, on site at all times in terms of Councils' first aid policy;
- 2.2. All workers of the contractor who will be involved with any work or on site must understand and accept the following standing instructions:
 - Pre Task Planning and Risk Assessment
 - Workers Register;
 - Refusal to work
 - Works order

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

No work will commence on site by the contractor until the official of Steve Tshwete who has given instruction for the work to be done, has signed the Pre Task Planning, Risk Assessment and Workers register, confirming that the contractor can commence with the work.

2.4. All workers of the contractor who will be involved with any work or on site must understand and accept the following working procedures:

- Undergo induction
- Cable reel handling
- Knowledge of different types of cable and voltage carrying capacity
- Operating hydraulic equipment
- Use of lifting equipment
- First aid kit requirements
- Operating a vehicle mounted crane
- Working on side walk/road surfaces
- Using of hand tools

2.5. The workers who comply with the above must have an ID card verifying compliance. The card will be valid for the duration of the contract.

3. Monitoring of process

The Council employee who issued the task and has signed the Pre Task Planning, Risk Assessment and workers register is the responsible person from Council who will be responsible for:

- 3.1. The Council Employee who issued the task will be responsible to check the contractors' workers register to ensure that all persons working are on the register for having received the following: Occupational Health and Safety training, Safety induction course, Pre Task Planning, Risk Assessment, workers register, refusal to work and working procedures. This must be verified on the ID card.
- 3.2. With the Pre Task Planning the Council employee who issued the task must verify that the contractor understands the work that must be done, where it must be done and how the work must be done;
- 3.3. Pre Task Planning must indicate all materials, equipment, personnel and skills that will be required;
- 3.4. Checking that the services such as water, sewerage, telkom lines and electrical services have adequately been identified;
- 3.5. Checking that trenches/joint holes have been dug straight, and to the correct depth and width;
- 3.6. The Council employee who issued the task may not allow a contractor to work in an area where direct contact can be made with current carrying components. See Risk Assessment Standard entry unless under supervision of an Authorised Person.
- 3.7. The Council employee who issued the task must verify that the contractor has taken all risks into account that all safety measures are in place to prevent damages to services, accidents and to ensure correct work procedures.
- 3.8. The Council employee who issued the task must measure the actual length of trench and must verify that the length on the invoice is correct.
- 3.9. The Council employee who issued the task must verify that correct rates are being paid for work completed.
- 3.10. The Council Employee who issued the task is responsible to check that the site has been restored and is acceptable to Council.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 3.11. The Council employee who issued the task is responsible to deduct any expenses for the repairs to damaged services from the payment certificate or to issue an account.
- 3.12. Checking that pilot holes were dug to determine the depth of existing services before contractor commences with work;
- 3.13. The Council employee who issued the task for closing will be responsible to verify that the first 300 mm layer of back filling only soil without rocks.

4. The Contractors role and responsibility

- 4.1. The contractor will only work on site with workers that understand, accepted and have signed for the following procedures:
 - First Aid;
 - Safety Induction Course;
 - Pre Task Planning, Risk Assessment, Workers register;
 - Refusal to work;
 - Work Procedure.
- 4.2. The contractor must have a LDV that is licensed.
- 4.3. The contractor must have a mobile toilets licensed on side for the workers.
- 4.4. The contractor is responsible to supply the worker with an overall, safety hat, gloves and safety boots or other personal protective equipment that may be required.
- 4.5. All required road signs for working next to road surfaces must be provided by the contractor.
- 4.6. No contractor or his workers are allowed to work in close proximity or on the following equipment of Council:
 - 4.6.1. Crane truck
 - 4.6.2. Cable jack
 - 4.6.3. Cable car
 - 4.6.4. Cherry picker
 - 4.6.5. Hydraulic equipment.

PS2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of site

Middelburg MP 313 licensed areas

2.2 Access to site

Permission will be made in writing to the contractor/service provider in order to access the equipment. Such permission will be in a form of a permit and/or authorisation by the Steve Tshwete Municipality.

PS3 DETAILS OF THE WORKS

3.1 Brief description of works

Horizontal drilling and installation of sleeves as and when required within MP313 licensed areas

3.2 Nature of stratum on site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The service provider is required to familiarised themselves of the nature of soil

3.3 Construction in confined Areas

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places excavation, construction and filling works will have to be performed in a small ($\pm 1,0$ m width) working space. The method of construction in these confined areas largely depends on the Contractor's constructional plant. The Contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

PS4 CONSTRUCTION PROGRAMME

PS 4.1 General

The submission of a construction programme as stated per Clause 15 of the General Conditions of Contract is compulsory.

Before any work is to be commenced on the site (within a period as stated in Clause 15.2 of the General Conditions of Contract), the Contractor must submit a detailed project programme for the construction of the Works to the Engineer for his approval.

In preparation of the construction programme the Contractor must liaise with the Engineer and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using Clause 50(5) of the Special Conditions of Contract.

The Contractor shall submit to the Engineer a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in bar-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.

The following details must be stated:

- i) The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii) A budget of the value of completed work, month by month, for the full contract period.
- iii) The Contractor's plant commitment on the contract for every fortnight.
- iv) The critical path.

The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The approval of any programme by the Engineer shall have no contractual significance, other than satisfying the Engineer that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Engineer will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

PS 4.2 Time for Completion

The maximum time allowed for the completion of the contract is **3 Months** (excluding special non-working days and the year end break) from the date of Letter of Acceptance.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Water Supply

The Contractor must supply all necessary materials for the water connection at a position pointed out by the Engineer. The availability of water cannot be guaranteed by the Municipality and in the event of water no longer being freely available, the Contractor must make his own arrangements to acquire it.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary. The Contractor will be held responsible for any wastage of water due to negligence.

PS 5.2 Power Supply

The Contractor must make his own arrangements for the provision of electricity.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

PS 6 FACILITIES REQUIRED ON SITE

PS 6.1 Facilities for the Engineer

N/A

PS 6.2 Facilities for the Contractor

The following facilities are required on the site for the Contractor in addition to the facilities required by the Contractor for his own purposes:

Ablution and Sanitary Facilities:

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

Site Establishment:

The Engineer shall indicate the location for the site office before the Contractor establishes site.

PS 6.3 Laboratory Facilities (Clause 7 SABS 1200A)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The contractor shall provide Laboratory facilities at an SABS accredited laboratory to conduct tests as required or as specified/measured in the bills of quantity.

PS 6.4 Municipal Name board

2 Official Name Boards, as per C4.2 Site Information: Construction Notice Board, are required for this contract.

PS 6.5 Housing for the Engineer and/or his Representative

No housing is required for the Engineer or his Representative.

PS 6.6 Telephone Facilities

N/A

PS 6.7 Rail Facilities

The nearest rail siding is Middelburg Railway Station.

PS 7 FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

The execution of this contract is primarily the horizontal drilling and installation of sleeves as and when required within mp313 licensed areas. Construction work is to be conducted in areas of presumably unstable sub-surface conditions and the Tenderer shall provide special insurance to cover the works, machinery and his and the Employer's personnel in the event of ground movement during execution of work.

The Engineer or Employer shall not be responsible or liable for any losses or damages incurred by the Contractor irrespective if it is due to the execution of work as per specifications or as directed in writing or verbally by the Employer or Engineer.

PS 8 RAINFALL FIGURES

The following figures are applicable for Clause 50(5) of the Special Conditions of Contract

INFORMATION SOURCE: National Weather Bureau, Department of Transport
Pretoria, Tel.: (012) 309 3911

RAINFALL STATION: Middelburg

PERIOD: N/A

MONTH	Nn	Rn
JANUARY	170	
FEBRUARY	101	
MARCH	83	
APRIL	53	
MAY	36	
JUNE	7	
JULY	5	
AUGUST	9	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SEPTEMBER	33	
OCTOBER	93	
NOVEMBER	156	
DECEMBER	152	
ANNUAL AVERAGE:	898	

Nn = Average amount of days on which a rainfall of 10 mm or more has been recorded.

Rn = Average monthly rainfall in mm

PS 9 SECURITY CLEARANCES OF PERSONNEL

Tenderers to note that the Steve Tshwete Local Municipality may require that Security Clearance investigations be conducted on any number of the Tenderer's personnel.

If so required, by the Steve Tshwete Local Municipality, the Tenderer must remove personnel as indicated immediately and ensure that they have no access to the works or documentation or any other information pertaining the site.

The Employer shall not be liable for any cost concerning the removal of personnel or the effect thereof on the execution of the work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 10 SAFETY

PS10.1 Safety of Workmen

The safe conduct of the Works shall be a primary consideration and the entire Works shall be carried out in conformity with all applicable statutory regulations and requirements and Tenderers must price their Tenders accordingly.

The Contractor shall provide and maintain in readiness on the Site, all equipment, and materials necessary to render first aid in case of accidents or other emergencies. The Contractor shall also assign to the Works and designate for this purpose, trained employees who are able to render first aid.

PS10.2 Health and Safety Requirements

It is a requirement of this contract that the Contractor shall provide a safe working environment and to direct all his activities in such a manner that his employees and any other persons who may be directly affected by his activities are not exposed to hazards to their health and safety.

To this end the Contractor shall conform to all the stipulations of the Occupational Health and Safety Act (Act 85 of 1993) and the Regulations applicable at the time of tender, which inter alia provide for the designation of a health and safety representative (or representatives) when an employer has more than 20 employees in his employ.

The following shall govern:

1. The Contractor shall execute the work in accordance with the Contract document pertaining to this contract and shall be the Employer's representative regarding occupational health and safety for all activities on the site but without derogating from his status in his own right as an Employer or user in accordance with the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993).
2. This Agreement shall hold good from the commencement date of the Contract up to completion or termination thereof.
3. The Contractor declares himself to be conversant with the following:
 - a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as "the Act". Together with its amendments.
 - b) The procedures and safety rules of the Employer as pertaining to the Contractor and to all his subcontractors.
 - c) The purpose and meaning of this Agreement as envisaged by the provisions of the Section 37(2) of the Act.
4. In addition to the requirements of the Contract documents, the Contractor agrees to execute all the works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
5. The Contractor is responsible for the compliance with the Act by all his subcontractors, whether or not nominated and/or approved by the Employer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6. The Contractor hereby accepts sole liability for the compliance with the relevant duties, obligations and prohibitions imposed by the Act and expressly absolve the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
7. The Contractor shall be obliged to report forthwith to the employer any investigation, complaint, or criminal charge which may arise as a consequence of the provision of the Act pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint of criminal charge.

PS 11 SUB-CONTRACTORS

The Employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of Clause 9 of the General Conditions of Contract.

PS 12 DEVIATION FROM CONSTRUCTION PROGRAMME

The programme of work as required in terms of the "General Conditions of Contract –Sixth edition (1990)" shall be submitted to the Engineer not later than fourteen days after the Commencement Date.

The Contractor shall take into account the requirements of the Occupational Health and Safety Act, as well as the Construction Regulations in the drafting of the programme.

The format shall not be in the form of a bar chart only, but shall also clearly indicate the anticipated quantity of work to be executed each month. The construction programme shall also clearly indicate the local and foreign labour to be utilised for the duration of the Contract.

If during the progress of the work, the quantities of the work performed per month fall below the expected indicated in the Construction programme, or if the sequence of operation is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised construction programme.

Such a revised construction programme shall be based on the tempo of work achieved by the Contractor up to the date of revision. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the "General Conditions of Contract –Sixth edition (1990)".

PS 13 DELAY IN COMPLETION

The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PS 14 SUPPLY OF MATERIALS

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

PS 15 EXECUTION OF THE WORKS

PS 15.1 Inspection by the Engineer

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

PS 15.2 Certificate of Completion

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

PS 16 LIST OF DRAWINGS

Drawing will be issued to the successful bidder.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART B: VARIATIONS, AMENDMENTS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS

{Insert amendments}

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.3 PARTICULAR SPECIFICATIONS

In addition to the Standardised and Project Specifications, the following Particular Specifications shall apply to this contract and are bound in hereafter.

Clause	Description
PO	Occupational Health and Safety Specifications

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PO: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

Specification in terms of the construction regulations 4 (1) (a) of the Occupational Health and Safety Act, no. 85 of 1993.

1. BACKGROUND

In terms of the Construction Regulation 4 (1) (a) of the Occupational Health and Safety Act, No. 85 of 1993, the Steve Tshwete Local Local Municipality, as the Client, is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective tenderer.

The Client's further duties are as 4(1) to 4(6) in The Construction Regulations, July 2003.

2. SCOPE

**HORIZONTAL DRILLING AND INSTALLATION OF SLEEVES
AS AND WHEN REQUIRED WITHIN MP313 LICENSED AREAS**

3. OH&S MANAGEMENT

3.1 Structure and Organization of OH&S Responsibilities

3.1.1. Overall Supervision and Responsibility for OH&S

- The Client is to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved OH&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act is to ensure that the Employer (as defined in the Act) complies with the Act. Annexure 2 - "Legal Compliance Audit" may be used for this purpose.
- Any OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her respective appointment forms.
- The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6.

3.1.2. Further (Specific) Supervision Responsibilities for OH&S

Appointments required by the Act and Regulations:

- OH&S Representatives (Sections 17/18 of the Act)
- OH&S Committees (Sections 19/20 of the Act)
- Risk Assessor (Construction Regulation. 7(1))
- Accident/Incident Investigations Co-ordinator (General Administrative Regulation 9 (2))
- Form/Support work Supervisor (Construction Regulation 10(a))
- Batch Plant Supervisor (Construction Regulation 18(1))
- Stacking & Storage Supervisor (Construction Regulation 26(a))
- Fire Equipment Inspector (Construction Regulation 27(h))
- Electrical Installations, Machinery & Appliances Inspector (Construction Regulation 22)
- Excavations Supervisor (Construction Regulation 11(1))
- Demolition Supervisor (Construction Regulation 12(1))

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- OH&S Officer (where necessary) (Construction Regulation 6(6))
- Person Responsible for Machinery (General Machinery Regulation 2)
- Emergency, Security and Fire Co-ordinator (Construction Regulation 27(h) & Environmental Regulation 9)
- Fire Equipment Inspector (Construction Regulation 27(h) Environmental Regulation 9)
- First Aider (General Safety Regulation 3(2))
- Hazardous Chemical Substances Supervisor (HCS Regulations)
- Ladders Inspector (General Safety Regulation 13A)
- Lifting Equipment Inspector (Construction Regulation 20)
- Operators & Drivers of Construction Plant & Vehicles (Construction Regulation 21 (i))
- Structures Supervisor (Construction Regulation 9)
- Users Operators of Construction Equipment (Construction Regulation 21(i))
- Welding Supervisor (General Safety Regulation 9)

3.2. Communication and Liaison

- OH&S liaison between the Client, the Principal Contractor, the other Contractors, the Consulting Engineer and other concerned parties will be through the OH&S Committee as in **3.10.**
- In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on OH&S matters will be through their Supervisors, OH&S Representatives, the OH&S Committee and their elected Trade Union Representatives, if any.
- The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and the Consulting Engineer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations, etc.

3.3. OH&S File

The Principal Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. The following documents must be kept in the OH&S file:

- Notification of Construction Work (Construction Regulation 3.)
- Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- Designs/drawings (Construction Regulation 5 (8))
- A list of Contractors (Subcontractors) including copies of the agreements between the parties and the type of work being done by each contractor (Construction Regulation 9)
- Appointment / Designation forms as per 3.1.1. and 3.1.2. above.
- Registers as follows:
 - * Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - * OH&S Representatives Inspection Register
 - * Form/Support work Inspection
 - * Excavations Inspection
 - * Lifting Equipment

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- * Demolition Inspections
- * Designer's Inspection of Structures Record
- * Designer's Inspection of Structures Record
- * Batch Plant Inspections
- * Arc & Gas Welding & Flame Cutting Equipment Inspections
- * Construction Vehicles & Mobile Plant Inspections
- * Electrical Installation and Machinery Inspections
- * Fire Equipment Inspection & Maintenance
- * First Aid
- * Hazardous Chemical Substances
- * Lifting Tackle and Equipment Inspections
- * Inspection of Cranes
- * Inspection of Ladders
- * Inspection of Vessels under Pressure
- * Machinery Inspections
- * Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections

The Principal Contractor will be required to submit the abovementioned registers monthly to the chairperson of the OH&S Committee for endorsement.

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Principal Contractor by any subcontractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

3.4. OH&S Goals and Objectives and Arrangements for Monitoring and Review of OH&S Performance

The Principal Contractor is required to maintain a Compensation Incidence Frequency Rate (CIFR) of at least 8 (Refer Annexure 3 - "Measuring Injury Experience") and to report on this to the Client on a monthly basis.

3.5. Identification of Hazards and Development of Risk Assessments, Standard Working Procedures (SWP) and Method Statements

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (Refer to Section 4. below "Project/Site Specific Requirements").

3.6. Arrangements for Monitoring and Review

3.6.1. Monthly Audit by Client

The Client will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Principal Contractor has implemented and is maintaining the agreed and approved OH&S Plan.

3.6.2. Other Audits and Inspections by Client

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Principal Contractor must accompany the Client on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will,

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however, take responsibility for the results of his/her own audit/inspection results.

3.6.3 Reports

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached **Annexure 4**: "OHSE Risk Management Report".

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he/she:

- dies
- becomes unconscious
- loses a limb or part of a limb
- is injured or becomes ill to such a degree that he/she is likely either to die, or to suffer a permanent physical defect, or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed;

OR where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- machinery ran out of control

to the Provincial Director of the Department of Labour within seven days. (Section 24 of the General Administrative Regulation 8). The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act.

The Principal Contractor is required to provide the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 3.9. below.

3.6.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and SWP's at each two weekly site inspection/meeting as the construction work develops and progresses and each time that changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

3.7 Site Rules and Other Restrictions

3.7.1. Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

3.7.2. Security and Emergency Arrangements

The Principal Contractor must establish site access rules and implement and maintain these

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throughout the construction period.

Access control must include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor must appoint a competent Emergency Controller who must develop emergency contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

3.8. Training

The contents and syllabi of all training required by the Act and Regulations must be included in the Principal Contractor's OH&S Plan.

3.8.1. General Induction Training

All employees of the Principal and other Contractors to be in possession of proof of General Induction Training.

3.8.2. Site Specific Induction Training

All employees of the Principal and other Contractors to be in possession of Site Specific OH&S Induction Training.

3.8.3. Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations to be in possession of valid proof of training.

OH&S Training Requirements: (as required by the Construction Regulations and as indicated by the OH&S Specification and the Risk Assessment/s):

- General Induction (Section 8 of the Act)
- Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- OH&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees indicated in 3.1.1. & 3.1.2. above
- Operation of Cranes (Driven Machinery Regulations 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)
- Basic First Aid (General Safety Regulations 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 26)
- Emergency, Security and Fire Co-ordinator

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3.9. Accident and Incident Investigation

The Principal Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she had to be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

3.10.1 OH&S Representatives and Committees

3.10.1. Designation of OH&S Representatives

Where the Principal Contractor employs more than 20 persons (including the employees of other contractors (sub-contractors) he has to appoint one OH&S Representative for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representative are executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6. & 7)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

3.10.2. Duties and Functions of the OH&S Representatives

The Principal Contractor must ensure that the designated OH&S Representatives conduct a minimum monthly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor OH&S representatives must be included in accident/incident investigations.

OH&S representatives must attend all OH&S committee meetings.

3.10.3. Appointment of OH&S Committee

The Principal Contractor must establish an OH&S Committee consisting of all the designated OH&S Representatives together with a number of management representatives (this number is not to exceed the number of OH&S representatives on the committee) and a representative of the Client who shall act as the chairperson without a vote. The members of the OH&S committee must be appointed in writing.

The OH&S Committee must meet minimum monthly and consider, at least, the following Agenda:

- Opening and welcome

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- Present/Apologies/Absent
- Minutes of previous meeting
- Matters arising from the previous minutes
- OH&S Representatives Reports
- Incident Reports & Investigations
- Incident /Injury statistics
- Other matters
- Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

4. PROJECT / SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- Clearing & Grubbing of the Area/Site
- Site Establishment including:
 - Office/s
 - Secure/safe storage for materials, plant & equipment
 - Ablutions
 - Sheltered eating area
 - Maintenance workshop
 - Vehicle access to the site
- Dealing with existing structures (NB: the existing pipeline is also a structure.)
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/Public Liability Exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet & cold conditions
- Dealing with HIV/Aids and other diseases
- Use of Portable Electrical Equipment including
 - Angle grinder
 - Electrical drilling machine
 - Skill saw
- Excavations including
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage of trench
- Welding including
 - Arc Welding
 - Gas welding

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- Flame cutting
- Use of LP gas torches and appliances
- Loading & offloading of trucks
- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving & operation of construction vehicles and mobile plant including
 - Trenching machine
 - Excavator
 - Bomag roller
 - Plate compactor
 - Front end loader
 - Mobile cranes and the ancillary lifting tackle
 - Parking of vehicles & mobile plant
 - Towing of vehicles & mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding of trench floor
- Installation of pipes in trench
- Pressure testing of pipeline
- Installing heat shrink joint sleeves
- Backfilling of trench
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- As discovered by the Principal Contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- As discovered from any accident/incident investigation.

Annexure 1: Construction Occupational Health – Safety – Environment Audit System

Annexure 2: Guidelines for the development of a Health and Safety Plan.

Annexure 3: Guide to Risk Assessment

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ANNEXURE 1

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT AUDIT SYSTEM

(Based on the New Construction Regulations)

*** Denotes items applicable to both Construction sites and Contractors Plant/Storage**

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section / Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified	
		Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site	
		Readily available for perusal by employees	
COID Act Section 80	*Registration with Compensation Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client	
		OH&S plan developed	
		Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded	
		Risk Assessment and Plan drawn up/Updated	
		Risk Assessment Plan available on Site	
		Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as	
		Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as	
		Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees – one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof.	
		Designation in writing, period and area of responsibility specified.	
		Meaningful OH&S Rep. reports.	
		Reports auctioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established.	
		Members appointed in writing.	
		Meetings held monthly.	
		Minutes kept.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Auctioned by Management.	
		Written agreement with Subcontractors.	
		List of Subcontractors displayed.	
		Proof of Registration with Compensation Insurer/Letter of Good Standing	
		Construction Work Supervisor designated	
		Written arrangements concerning	
Construction. Regulation 7	Fall Prevention & Protection	OH&S Reps & OH&S Committee	
		Written arrangements regarding First Aid	
		Competent person appointed to draw up and supervise the Fall Protection Plan	

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Section / Regulation	Subject	Requirements	Yes/No
		Proof of appointees competence available on Site	
		Risk Assessment carried out for work at heights	
		Fall Protection Plan drawn up/updated	
		Available on Site	
Construction. Regulation 8	Roofwork	Competent person appointed to plan & supervise Roofwork.	
		Proof of appointees competence available on Site	
		Risk Assessment carried out	
		Roofwork Plan drawn up/updated	
		Roofwork inspect before each shift. Inspection register kept	
		Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	<u>Information re. the structure being erected received from the Designer including:</u>	
		- geo-science technical report where relevant	
		- the design loading of the structure	
		- the methods & sequence of construction	
		- anticipated dangers/hazards/special Measures to construct safely	
		Risk Assessment carried out	
		Method statement drawn up	
		All above available on Site	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork	
		Design drawings available on site	
		Risk Assessment carried out	
		<u>Support & Formwork inspected:</u>	
		- before use/inspection	
		- before pouring of concrete	
		- weekly whilst in place	
- before stripping/dismantling. Inspection register kept			
Construction. Regulation 11	Scaffolding	<u>Competent persons appointed in writing to:</u>	
		- erect scaffolding (Scaffold Erector/s)	
		- act as Scaffold Team Leaders	
		- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)	
		Written Proof of Competence of above appointees available on Site	
		Copy of SABS 085 available on Site	
		Risk Assessment carried out	
		Inspected weekly/after bad weather.	
Inspection register/s kept			
Construction. Regulation 12	Suspended Scaffolding	<u>Competent persons appointed in writing to:</u>	
		- erect Suspended scaffolding (Scaffold Erector/s)	
		- act as Suspended Scaffold Team Leaders	

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Section / Regulation	Subject	Requirements	Yes/No
		- inspect Suspended Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted	
		Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour	
		<u>The following inspections of the whole installation carried out by a competent person</u> - after erection and before use - daily prior to use. Inspection register kept	
		<u>The following tests to be conducted by a competent person:</u> - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept	
		Employees working on Suspended Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work	
		Written Proof of Competence of above appointee/s available on Site	
		Risk Assessment carried out	
		Inspected:	
		- before every shift	
		- after any blasting	
		- after an unexpected fall of ground	
		- after any substantial damage to the shoring - after rain. Inspections register kept	
Method statement developed where explosives will be/ are used			
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work	
		Written Proof of Competence of above appointee/s available on Site	
		Risk Assessment carried out	
		Engineering survey and Method Statement available on Site	
		Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist	
		Written Proof of Competence of above appointee available on Site.	
		Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Coffer dams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams	
		Written Proof of Competence of above appointee available on Site	
		Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	

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Section / Regulation	Subject	Requirements	Yes/No
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above	
		Empty cartridge cases/nails/fixing bolts returns recorded	
		Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above	
		Risk Assessment carried out	
		Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996)	
		Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment	
		Written Proof of Competence of above appointee available on Site.	
		Cranes & Lifting tackle identified/numbered	
		Register kept for Lifting Tackle	
		Log Book kept for each individual Crane Inspection:	
		- All cranes - daily by operator	
		- Tower Crane/s – after erection/6monthly	
		- Other cranes – annually by comp. person	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Risk Assessment carried out	
		Competent person appointed in writing to inspect/test the installation and equipment.	
		Written Proof of Competence of above appointee available on Site.	
		<u>Inspections:</u> - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept	
		Portable electric tools and -lights and extension leads identified/numbered.	
		Monthly visual inspection by User/Issuer/ Storeman. Register kept.	
Construction. Regulation 2: Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used	
		Written Proof of Competence of above appointee available on Site	
		Proof of registration of all divers present on site available	
		Risk Assessment carried out	
		Diving Manual produced. Available on Site	
		Record of Voice Communications kept	
Diving Operations record kept			

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Section / Regulation	Subject	Requirements	Yes/No
		Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor	
		Decompression tables available on Site	
		Records of any Decompression illness kept	
		Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	*Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures	
		<u>Emergency Evacuation Plan developed:</u> - Drilled/Practiced - Plan & Records of Drills/Practices available on Site	
		Fire Risk Assessment carried out	
		All Fire Extinguishing Equipment identified and on register.	
		Inspected weekly. Inspection Register kept	
		Serviced annually	
		Construction. Regulation 32/ General Safety Regulation 3	*First Aid
First Aid freely available			
Equipment as per the list in the OH&S Act.			
One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)			
List of First Aiders and Certificates			
Name of person/s in charge of First Aid box/es displayed.			
Location of F/Aid box/es clearly indicated.			
Signs instructing employees to report all			
Injuries/illness including first aid injuries			
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)		
		Items of PSE prescribed/use enforced	
		Records of Issue kept	
		Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment	
		Written Proof of Competence of above appointee available on Site	
		Equipment identified/numbered and entered into a register	
		Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS	

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Section / Regulation	Subject	Requirements	Yes/No
Chemical Substances (HCS)		Written Proof of Competence of above appointee available on Site	
		Risk Assessment carried out	
		Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's	
		Written Proof of Competence of above appointee available on Site	
		Risk Assessment carried out	
		Certificates of Manufacture available on Site	
		Register of VUP's on Site	
		<u>Inspections & Testing by Approved Inspection Authority (AIA):</u> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	<u>Operators/Drivers appointed to:</u> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive	
		Written Proof of Competence of above appointee available on Site	
		Record of Daily inspections kept	
Construction. Regulation 38/General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders	
		Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

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ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 Introduction

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

2.2 Contents of an Occupational Health and Safety Plan

2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce

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- The exchange of design information between the Client, engineer, supervisors and contractors on site
- Handling design changes during the project
- Selection and control of contractors
- The exchange of Occupational Health and Safety information between all contractors
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site OH&S rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
- and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- Safety risks
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians
 - Storage of hazardous materials
 - Dealing with existing unstable structures/land
 - Accommodating adjacent land use
 - Other significant safety risks as and when identified

- Health risks
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.2.4 Preparation of an Occupational Health and Safety Operational Reference File/Manual

The following are some of the requirements to be addressed:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

Suggested contents of an OH&S File/Manual
--

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandataries
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees
- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

Steps to Effective Risk Assessment

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising taking into account the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

2. HOW SERIOUS IS IT?

PROBABILITY

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

CONSEQUENCES

- 1 Fatality or permanent disability
- 2 Major injury
- 3 Average Lost Time Injury
- 4 Minor Injury
- 5 Medical Treatment or less

PROBABILITY

		PROBABILITY				
		A	B	C	D	E
C O N S E Q U E N C E S	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

ACTION

- | | | | |
|--------------|---------|------------|---------------------------|
| Risk Rating: | 1 – 3 = | Serious | Immediate (within 1 week) |
| | 4 - 5 = | High | Within 1 month |
| | 6 – 7 = | Moderate | > 4 weeks |
| | 8 – 9 = | Acceptable | No action |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<p>Access Towers Acid Washing Aggregate/Sand Delivery Angle Grinder Arc Welding Armco Barriers - installation Assembling. of elements by boilermaker Back Filling Bag Filling Band Saw Banksman Batch Plant Bench Grinder Bin Scraper Block Feeder Block Machine Boom Scraper Bricks – Laying of Brickwork Bulk Earthworks Cement Spray Truck Clearing & Grubbing of Area/Site Compr. Gas Cylinders-handling Compressors – Air Concrete – placing of (1) Concrete – placing of (2) Confined Spaces – Working in Conveyors Cutting – of Earthworks David Arm Deck Panels – placing Depalletor Operator Diss. Assemble Rejects Distribution Boards – Electrical Drivers – of Vehicles Dry Tile De-racking Dumpers - Concrete Electrical Installation – Maintenance of Elevated Positions Erecting – Install/Shutters Excavations (1) Excavations (2) Explosive Powered Tools Finger Car Fire Fighting Prevention Fire Prevention & Protection Formwork Friction Saw Front End Loader Fuel Supply Gas Cylinders – Handling of Gas Welding-cutting copper Traffic Control/Regulation Trench Excavation Use of angle grinder Use of Port. Elec. Tools Wet tile racking Work confined spaces Work in Elevated Positions Working Platforms Workshops</p>	<p>Gas Welding-cutting operations Guillotine Hand & Spray Painting Hand Tools Jacking – with Hydraulic Pump Hanging scaffolding Hauling High cut operations Jacking Hydraulic Pump (1) Jacking Hydraulic Pump (2) Kerb Laying Landscaping Lathe Layering of (Road work) Materials Layering Process Laying Kerbs Laying of stormwater drains Levelling – of materials Lifting Concrete Beams onto trailers Loading supervisor Loading/Unloading - of Trucks Loffels – placing/laying Machine operator Making of steel items Material delivery Materials Handling Mixer operator Mobile Cranes Pedestal Drill Pedestal Grinder Placing Concrete Plastering Portable Electric Drill Portable Electric Tools Portable Ladders Post Tensioning Radial Arm Drill Refuelling Vehicles/Plant Reinforcing Steel – placement (1) Reinforcing Steel – placement (2) Road Traffic Signs – placement of Road works - Deviations Roof Truss erection Sand Blasting Scaffolding Shuttering – Erection Shuttering – Stripping Site Establishment (1) Site Establishment (2) Skill Saw Spray Painting Storm water pipes - laying Structural Steel – Erection Structural Steel – Laydown Surveying Suspended Scaffolds Termite Proofing Tile Machine Tile stacking Timber Feeder Tower Cranes Traffic Accommodation</p>
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SERVICE LEVEL AGREEMENT

MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN

STEVE TSHWETE LOCAL MUNICIPALITY

herein represented by **STANLEY MANDLA MNGUNI** in his capacity as **DEPUTY MUNICIPAL MANAGER** duly authorised by resolution of Steve Tshwete Local Municipality dated **30 JANUARY 2014**

(hereinafter referred to as the **COUNCIL**)

AND

ID no: / Reg. No: _____

herein represented by _____, ID no. _____
in his / her capacity as _____ of the Close Corporation / Company
/ Organization* duly authorized by a resolution dated _____. (**delete
whichever is not applicable*)

(hereinafter referred to as the **SERVICE PROVIDER**)

WHEREAS the **SERVICE PROVIDER** was awarded a tender for the
_____ under
tender / bid adjudication no. _____ on or about the _____ day of
_____ 20____;

NOW THEREFORE the PARTIES agree as follows:

1.

DEFINITIONS AND TERMINOLOGY:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

In this Agreement, unless the context otherwise indicates, the under mentioned words and expressions shall bear the following meanings:

- 1.1 “Agreement” means this Agreement with all annexures and / or Schedules attached hereto as duly signed by the parties;
- 1.2 “Defects liability period” means the period commencing on the date when the Services have been practically completed and ending _____ (____) year/-s thereafter;
- 1.3 “Effective date” means _____ 20____ notwithstanding The date of signature of this Agreement;
- 1.4 “End date” means the date for final handover and/or termination of this Agreement, being _____ 20____;
- 1.5 “Parties” means the parties to this Agreement mentioned hereinabove;
- 1.6 “Party” means either of the parties to this Agreement mentioned hereinabove;
- 1.7 “Project” means the project and service to be rendered specified in **Schedule A**;
- 1.8 “Services” means the works, services and / or labour to be provided by the Service Provider as specified in **Schedule A**;
- 1.9 “Site” means the area at which or in respect of which the Service Provider has to deliver or render the services, being:

_____;

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INTERPRETATION:

- 2.1 The clause headings in this Agreement shall be deemed to have been included for purposes of reference and convenience only and shall not influence the interpretation or the contents of this Agreement.

- 2.2 In this Agreement, unless the context otherwise indicates, a reference to:
 - 2.2.1 the singular shall be deemed to include a reference to the plural and *vice versa*;
 - 2.2.2 any 1 (one) gender shall be deemed to include a reference to the other gender; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal entity (whether incorporated or unincorporated).

- 2.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

- 2.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

- 2.5 Expressions defined in this Agreement shall bear the meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions.

- 2.6 Reference to day, month or year shall be construed as calendar day, month or year.

- 2.7 All schedules and annexures hereto shall be deemed to be incorporated herein and shall form an integral part hereof, and if there is any conflict between the interpretation of the Agreement and the schedules or the annexures, this Agreement shall prevail.

- 2.8 Where a number of days are prescribed, it shall consist of business days exclusive of Saturdays, Sundays and Public Holidays and shall be reckoned exclusively of the first and inclusively of the last day. If the days are specifically stated to run consecutively, the number of days shall be calculated to include Saturdays, Sundays and Public Holidays.

- 2.9 References in this Agreement to any statute or statutory provision shall include any

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

statute or statutory provision which amends, extends, consolidated or replaces the same and shall include any orders, regulations, instrument or other subordinate legislations made under the relevant statute or statutory provision.

3.

DURATION:

3.1 Notwithstanding the date of signature of this Agreement, this Agreement shall be deemed to have commenced on the Effective Date and shall remain in force until the End Date.

3.2 No extension of the period of this Agreement will be valid unless reduced to writing and signed by both parties.

4.

SCOPE OF SERVICES:

4.1 The SERVICE PROVIDER shall and hereby undertakes to execute the Services as set out more fully in **Schedule A** to the COUNCIL subject to the terms and conditions of this Agreement within the period of duration as set out in clause 3 above.

4.2 The SERVICE PROVIDER is obliged to hand over the Services by and in accordance with the dates specified in the project plan annexed as **Schedule B** hereto.

4.3 The SERVICE PROVIDER is obliged to make good at his / its own expense all incomplete and defective Services within the Defects Liability Period.

4.4 Unless otherwise agreed upon in writing, the SERVICE PROVIDER shall at his / its own risk and expense, provide all labour (including employees), material and facilities required to execute the Services.

4.5 The SERVICE PROVIDER is obliged to:

4.5.1 perform is obligations in terms of this Agreement;

4.5.2 regularly inspect the Services to satisfy itself that the project is being implemented in line with this Agreement, prevailing legislations and industry standards;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.5.3 give any instructions and/or explanations and/or variations to its employees and/or subcontractors including any relevant advice to perform the Services in line with this Agreement as well as the prevailing legislation and industry standards;

4.5.4 report to the COUNCIL in writing on its / his progress on the Services and Project on a monthly basis for the entire duration of the Agreement; and

4.5.5 abide by and/or perform in accordance with all special conditions set out in **Schedule C** hereto.

4.6 The COUNCIL is obliged to:

4.6.1 provide access to the SERVICE PRROVIDER and/or its subcontractors to the Site; and

4.6.2 abide by and/or perform in accordance with all special conditions set out in **Schedule C** hereto.

4.7 The COUNCIL is entitled to continuously monitor and inspect the Services at any reasonable time for compliance and quality control purposes.

5.

SUBCONTRACTORS AND CESSION:

5.1 The SERVICE PROVIDER is not entitled to subcontract the Services or any part thereof to a subcontractor without the prior written consent of the COUNCIL.

5.2 The SERVICE PROVIDER may not transfer, cede or relinquish in any manner any of its rights or duties without the written permission from the COUNCIL.

5.3 Any such sub-contracting permitted by the COUNCIL shall not relieve the SERVICE PROVIDER of its / his liability in terms of this Agreement.

6.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORCE MAJEURE:

- 6.1 Notwithstanding anything to the contrary herein contained, should either of the parties be prevented from fulfilling in whole or in part its obligation in terms of this Agreement, whether such prevention arises from *force majeure*, Acts of God, war, civil commotion, curtailment of electricity, strikes, lockouts, revolutions, fires, explosions, floods, political disturbances, act of any Governmental or local authority, or any other cause whatsoever over which that party has no reasonable control, such Party shall be relieved from liability to the extent and for the period it is thereby prevented from fulfilling its obligations.
- 6.2 The abovementioned term is subject to the conditions that the Party so prevented from fulfilling its obligations hereunder shall immediately notify the other party to that effect in writing, giving a full and complete explanation of the circumstances responsible for such failure or occurrence as well the estimated duration thereof. If requested, the party shall furthermore set out in writing the actions such Party is taking or proposes to take to remove the said circumstances with the least possible delay

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7.

LAWS AND REGULATIONS:

Both parties shall at its own expense comply with all applicable laws, regulations, by laws and requirements of local and other authorities, as well as all relevant policies that may be applicable to this Agreement and both parties hereby guarantees knowledge of and adherence to all such relevant and applicable laws, regulation bylaws and requirements of local and other authorities.

8.

JURISDICTION:

The parties also hereby agree to the jurisdiction of the Magistrate’s Court in respect of any dispute which may arise between them with regard to this agreement or the cancellation thereof notwithstanding that such dispute may fall outside the jurisdiction of the said Court.

9.

WARRANTY:

The SERVICE PROVIDER warrants that:

- 9.1 all equipment used by the SERVICE PROVIDER and/or its subcontractor/-s in the execution of the Services are fit and suitable in all respects for the purposes used; and
- 9.2 it and/or its subcontractor/-s can execute the Services and that it is fit, capable and competent to execute the Project and Services.

10.

BREACH:

10.1 If any of the parties commit a breach of any provision of this Agreement, the other Party may call in writing on the Party in breach to remedy the breach within a period of 14 (fourteen) days.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10.2 If the breach remains unremedied after the aforesaid notice period has expired, the Party calling on the breach will be entitled, but not compelled, in addition to any right it may have in terms of this Agreement and/or common law, to terminate this Agreement with immediate effect in writing to the Party in breach and claim damages from the defaulting Party.

11.

DISPUTE RESOLUTION:

11.1 In the event of a dispute between the parties, in respect of any matter contained herein or pertaining to the interpretation of this agreement –

11.1.1 The aggrieved party will notify the other party in writing about the existence and nature of the dispute and thereafter the parties will negotiate in good faith to settle the dispute in question as expeditiously as possible but in any event within a period of 30 (thirty) days of the matter being referred to them.

11.1.2 Should the other party be unsuccessful in settling such dispute within the aforesaid period or such longer period as the parties may agree to, either party may and will be entitled to refer the dispute to arbitration to be determined under the provisions of the Arbitration Act No. 42 of 1965 and is required to notify the other party of its intention to do so within 10 (ten) days of the expiry of the period specified in clause 11.1.1 above.

11.1.3 The decision of the arbitrator shall be final in all respects and the parties' agreement to such decision may be made an order of court on application by either party. The costs of any such arbitration shall be awarded by the arbitrator.

11.1.4 The arbitrator shall be an independent person mutually nominated by both parties. Should the parties not agree on a specific arbitrator within 10 (ten) days of notice being given of a dispute and request for arbitration, the selection shall be made by the president of the Law Society of the Northern Provinces as soon as possible after the expiry of the 10 (ten) day period referred to herein.

11.2 This clause is severable from the rest of this Agreement and will remain in effect even if this agreement is terminated or cancelled for any reason.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 11.3 This clause will not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 11.4 Notwithstanding any dispute being referred to arbitration in terms of this clause, both parties will continue to carry out their obligations under this agreement, pending the resolution of such dispute or difference.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12.

NOTICES AND DOMICILIA:

12.1 Any notice, request, order, statement or other communication required or permitted to be given in terms of this Agreement shall be in writing and may be given by means of registered post, facsimile or electronic mail to the following addresses:

12.1.1 Notices addressed to the SERVICE PROVIDER:

P.O. Box _____

Postal code: _____

Fax: _____

E-mail: _____

12.1.2 Notices addressed to the COUNCIL:

P.O. Box 14

Middelburg

1050

E-mail: council@stevetshwetelm.gov.za

12.2 For the purposes of this agreement and all actions arising there from, the parties accept the following addresses as their respective *domicilium citandi et executandi* for service of all court issued processes and/or documents:

12.2.1 *Domicilium* of the SERVICE PROVIDER:

12.2.2 *Domicilium* of the COUNCIL:

Corner of Walter Sisulu & Wanderers Streets

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Municipal buildings, Civic Centre
Middelburg, Mpumalanga

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12.3 The SERVICE PROVIDER undertakes to notify the COUNCIL in writing within 10 (ten) days of a change of *domicilium* or address for purposed of notices. The SERVICE PROVIDER also undertakes to notify the COUNCIL of a change of management within the same period as above.

13.

ENTIRE AGREEMENT:

13.1 This document embodies the entire Agreement between the Parties and no alteration or variation of any of the terms or conditions of this Agreement shall be of any force or effect unless it is recorded in writing and signed by both Parties. This Agreement shall, with specific reference to the service, supersede any former Agreements between the Parties, whether it be oral, written or implied.

13.2 The Parties, by signing this Agreement, shall be deemed to have satisfied themselves as to all the terms and conditions of this Agreement.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY
OF _____ 20____.

AS WITNESSES:

1. _____
SERVICE PROVIDER / AGENT

2. _____
SERVICE PROVIDER / AGENT

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY
OF _____ 20____.

AS WITNESSES:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

1. _____

2. _____

COUNCIL

SCHEDULE A: SPECIFICATION OF SERVICES

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SCHEDULE B: PROJECT PLAN & SCHEDULE



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

SCHEDULE C: SPECIAL CONDITIONS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2