

# EMALAHLENI LOCAL MUNICIPALITY



**PROJECT NO: ELM 05/2023**

**TENDER NO: ELM 05/2023: PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

## TENDER DOCUMENT

**NAME OF TENDERER.....**

<p><b>PREPARED FOR:</b></p> <p><b>EMALAHLENI LOCAL MUNICIPALITY</b> CNR Mandela &amp; Arras Street P.O. Box 3 <b>EMALAHLENI,</b> 1035</p> 	<p><b>PREPARED BY:</b></p> <p><b>TECHNICAL SERVICES: ROADS AND STORMWATER SECTION</b> CNR Mandela &amp; Arras Street P.O. Box 3 <b>EMALAHLENI,</b> 1035</p> <p>Telephone: 013 690 6300 Fax: 013 690 6599 Contact: Mr. Eric Sithole e-mail address: sitholete@emalahleni.gov.za</p>
<p>Tenderer: .....</p> <p>CIDB Registration Number: .....</p> <p>Total of the prices inclusive of value added tax: R .....</p> <p>Amount in words: .....</p> <p>CSD Registration Number: .....</p> <p>Preferences claimed for tendered contract participation goal of : NOT APPLICABLE</p>	

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### T1.1 PROJECT NOTICE

EMALAHLENI LOCAL MUNICIPALITY MPUMALANGA INVITES TENDERS PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

It is estimated that tenderers should have a CIDB contractor grading of **2CE or higher**. Enterprises who satisfy criteria stated in the Tender Data may submit Tender offers. Preferences are offered to tenderers who have a grading of **2CE or higher**. In the cases of a Joint Venture every member of the Joint Venture should be registered with the CIDB and the lead partner should have a Contractor grading designation in the CE class of construction work and 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 2CE class of construction work or a value determined in accordance with Regulation 25 (1B) of 25 (7A) of the Construction Industry Development Regulations.

#### **No Briefing shall be conducted**

Tenders will be evaluated in terms of the Supply Chain Management policy of the Emalahleni Local Municipality. The lowest or any tender will not necessarily be accepted and suitably the Emalahleni Local Municipality reserves the right not to consider any tender not suitably endorsed or comprehensively completed, as well as the right to accept the tender in whole or part.

The closing time for receipt of Tenders is **11h00 on 14 June 2023**

The following documents must be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified):

- Copy of current municipal account, for company and individual directors (**not older than 3 months**) – copy of lease agreement - compulsory

Queries relating to the issues of these documents may be addressed to:

Mr E. Sithole  
Tel No. 013 690 6300  
Fax No. 013 690 6207  
E-mail. [sedupaneme@emalahleni.gov.za](mailto:sedupaneme@emalahleni.gov.za)

Or

Ms. L. Zide  
Tel No. 013 690 6503  
Fax No. 013 690 6207  
E-mail. [zidelg@emalahleni.gov.za](mailto:zidelg@emalahleni.gov.za)

Or

Ms. A Mauku  
Tel No. 013 690 6300  
Fax No. 013 690 6207  
E-mail. [maukua@emalahleni.gov.za](mailto:maukua@emalahleni.gov.za)

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (Feb 2008) as published in Government Gazette No: 30692, Board Notice 9 of 2008 of 1 February 2008. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

Clause Number	
F.1.1	<b>The Employer is:</b> <b><i>Emalahleni Local Municipality</i></b> <b><i>P.O Box 3</i></b> <b><i>Emalahleni</i></b> <b><i>1035</i></b>
F.1.2	<b>The Tender documents issued by the Employer comprise the following documents:</b> <b>THE TENDER</b> <b>Part T1 : Tendering Procedures</b> <b>T1.1 Project Notice</b> <b>T1.2 Tender Data</b> <b>Part T2: Returnable Documents</b> <b>T2.1 List of Returnable documents</b> <b>T2.2 Returnable schedules</b>

	<p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract Data</b></p> <p><b>C1.1 Form of offer and acceptance</b></p>
F.1.2	<p>C1.2 Contract Data</p> <p>C1.3 Performance guarantee</p> <p><b>Part C2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b></p> <p>C3 Scope of Work</p> <p><b>Part C4: Site Information</b></p> <p>C4 Site Information</p> <p><b>Part C5 : Relevant Documentation</b></p> <p>Health and Safety Specifications</p> <p>Pro-forma agreement in terms of Occupational Health and Safety Act</p> <p>Notification of construction work</p> <p>Pro-forma contract between contractor and worker</p> <p>Pro-forma attendance register</p> <p>Contract person days calculation format</p> <p>Contractor's monthly report format</p>
F1.3	<p><b>Interpretation</b></p> <p>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 tender conditions.</p>
F.1.5	<p><b>The Employer's right to accept or reject any tender offer</b></p> <p>The employer has the right not to accept the lowest tender and to accept the whole or part of any tender or not to consider any tender not suitably endorsed is fully reserved by EMALAHLENI LOCAL MUNICIPALITY.</p>
F.2.2	<p><b>Compensation of tendering</b></p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.</p>
F.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
F.2.4	<p><b>Confidentiality and copyright</b></p> <p>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.</p>
F.2.5	<p><b>Reference documents</b></p> <p>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.</p>
F2.6	<p><b>Acknowledge Addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.</p>

F.2.7	<p><b>Site briefing meeting</b> Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time.</p> <p>Date: Refer to T1.1 TENDER NOTICE AND INVITATION TO TENDER for date and time.</p> <p>Location: Microsoft Teams</p>
F.2.11	<p><b>Alterations to documents</b> 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.</p>
F2.13	<p><b>Submitting tender offer:</b> No Tender document will be considered unless submitted on Council's Official Tender Document. Return all the returnable documents to the employer after completing them. Tenders must be deposited in the tender box clearly marked with project description.</p> <p><b>TENDER NO: ELM 05/2023: PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY</b></p> <p>Location of tender Box: Main Entrance Ground Floor Emalahleni Local Municipality Building Physical Address: EMALAHLENI LOCAL MUNICIPALITY, CNR Mandela &amp; Arras Street EMALAHLENI, 1035</p> <p>Telephonic, telegraphic, telex, facsimile or emailed tenders will not be considered</p> <p>All tender received by the EMALAHLENI LOCAL MUNICIPALITY will remain in the Municipality's possession until after the stipulated closing date and time.</p> <p>Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered</p>
F.2.16	<p>The Tender offer validity period is 90 Days.</p>
F.2.18	<p>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
F2.20	<p>The tenderer is required to submit a Performance Guarantee from an approved insurer within <b>14</b> days from appointment. A format is included in Part C1.3 of this document.</p> <p>The tenderer is to submit to the employer 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.</p>
F.3.11	<p><b>Tender evaluation points</b> The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.</p>

Preference points for this bid shall be awarded for:

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

The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

#### **Evaluation of Tenders**

The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the ELM.

The following steps will be followed in evaluation;

1. Determination of whether or not tender offers are complete.
2. Determination of whether or not tender offers are responsive.
3. Determination of the reasonableness of tender offers.
4. Confirmation of the eligibility of preferential points claimed by tenderers.
5. Determination of expertise and experience of tenderers.
6. Awarding of points for financial offer.
7. Ranking of tenderers according to the total points
8. Performance of risk analysis by checking the credit record of the tenderers

#### **Evaluation Criteria**

Tenders are adjudicated in terms of ELM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

#### **Size of enterprise and current workload**

- Evaluation of the Tenderer's position in terms of:
- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

#### **Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilised on this contract.

#### **Proposed Key Personnel**

In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Staff available named and working on full time basis for the Tenderer. The CV should follow the normal Professional Format.

Each CV should give at least the following:

	<ul style="list-style-type: none"> <li>• Position in the firm and within the organisation of this assignment</li> <li>• PDI status (describing population group, gender and disabilities)</li> <li>• Educational qualifications</li> <li>• Professional Registrations</li> <li>• Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.</li> <li>• Language proficiency and</li> <li>• References (company name, individual name, position held, contact details)</li> </ul> <p>Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services</p> <p><b>Previous experience</b></p> <p>The procedure for the evaluation of responsive Bids will be on the previous projects where the firm was involved for EMALAHLENI LOCAL MUNICIPALITY (ELM) projects or other clients. Reference of clients other than ELM MUST be provided.</p> <p>The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years.</p> <p>Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:</p> <ul style="list-style-type: none"> <li>• Experience in the relevant technical field</li> <li>• Experience of contracts of similar size</li> <li>• Some or all of the references will be contacted to obtain their input.</li> </ul> <p>The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture related projects</p>
	<p>If the Tender does not meet the requirements contained in the ELM Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.</p> <p><b>Penalties</b></p> <p>The EMALAHLENI LOCAL MUNICIPALITY will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Municipal Manager, one or more of the following penalties will be imposed:</p> <ul style="list-style-type: none"> <li>• Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.</li> <li>• Impose a financial penalty at the discretion of Council</li> </ul> <p>Restrict the contractor, its shareholders and directors on obtaining any business from the EMALAHLENI LOCAL MUNICIPALITY for a period of 5 years</p>
F.3.11.5	<p><b>Evaluation Method 4</b></p> <p>Which entails the balance between financial offer, preferences and Quality and 80-20 points system, will be adopted.</p>

F.3.18	The number of paper copies of the signed contract to be provided by the Employer is one.														
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> <li>1 Emalahleni Local Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project.</li> <li>2 The Emalahleni Local Municipality reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li> <li>3 The Emalahleni Local Municipality reserves the right to appoint a different Contractor for each project. The Tenderer shall be required to complete the form of offer (C1.1) and the Bill of Quantities (C2.2) for each project.</li> </ol>														
	<p>The tenderer is to note that the following <b>Additional Relevant Documents</b> attached into Part 5 of this document will form part of this contract:</p> <ol style="list-style-type: none"> <li>(i) Health and Safety Specifications</li> <li>(ii) Pro-forma agreement in terms of Occupational Health and Safety Act</li> <li>(iii) Notification of construction work</li> <li>(iv) Pro-forma contract between contractor and worker</li> <li>(v) Pro-forma attendance register</li> <li>(vi) Contract person days calculation format</li> <li>(vii) Contractor's monthly report format</li> </ol>														
F.3.11.6	<p><b>Evaluation Criteria</b>  The Construction Firm's tender responsiveness in relation to points is therefore summarized as follows:  Only those tenderers who score a minimum score of <b>70 points</b> in respect of the following functionality criteria will proceed to the price and preference goals.</p> <table border="1" data-bbox="395 1211 1461 1608"> <thead> <tr> <th data-bbox="395 1211 1219 1373">Description of Quality Criteria</th> <th data-bbox="1219 1211 1461 1373">Maximum number of tender evaluation points</th> </tr> </thead> <tbody> <tr> <td data-bbox="395 1373 1219 1413">Tenderer's experience</td> <td data-bbox="1219 1373 1461 1413">15</td> </tr> <tr> <td data-bbox="395 1413 1219 1453">Proposed organizational Staffing and Key Personnel</td> <td data-bbox="1219 1413 1461 1453">10</td> </tr> <tr> <td data-bbox="395 1453 1219 1494">Capacity to execute and implement the tender</td> <td data-bbox="1219 1453 1461 1494">15</td> </tr> <tr> <td data-bbox="395 1494 1219 1534">Quality Assurance Plan</td> <td data-bbox="1219 1494 1461 1534">25</td> </tr> <tr> <td data-bbox="395 1534 1219 1574">Technical Approach and Methodology to Implement project</td> <td data-bbox="1219 1534 1461 1574">35</td> </tr> <tr> <td data-bbox="395 1574 1219 1608"><b>Maximum total evaluation points for quality (M<sub>s</sub>)</b></td> <td data-bbox="1219 1574 1461 1608"><b>100</b></td> </tr> </tbody> </table>	Description of Quality Criteria	Maximum number of tender evaluation points	Tenderer's experience	15	Proposed organizational Staffing and Key Personnel	10	Capacity to execute and implement the tender	15	Quality Assurance Plan	25	Technical Approach and Methodology to Implement project	35	<b>Maximum total evaluation points for quality (M<sub>s</sub>)</b>	<b>100</b>
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## SCHEDULE 1

### EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The following is a statement of major works of a similar nature successfully executed by myself/ourselves (see clause 2.1(3) of the tender data.

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER NO: ELM 05/2023: PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY** will be evaluated.

Briefly describe company or individual experience in regard to the above scope of work and attach this to this schedule.

**NB: Proof of previous work history must be attached for e.g. purchase order, appointment or reference letter, completion certificates that indicates the value of work completed etc.**

A summary of the relevant work experience in line with the scope of work should be indicated in the table below: (Any additional information regarding previous work experience can be attached to this schedule).

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The scoring of the tenderer's experience will be as follows:

Non-responsive (score 0)	Tenderer has no experience or no information has been provided
Poor (max score 05)	Roads and Stormwater work completed with contactable references and completed work to a total value of at least R1 000 000 or more
Satisfactory (max score 10)	Roads and Stormwater work completed with contactable references and completed work to a total value of at least R1 500 000 or more
Good (max score 15)	Roads and Stormwater work completed with contactable references and completed work to a total value of at least R2 000 000 or more

**NB: Only**

## SCHEDULE 2

### EVALUATION SCHEDULE PROPOSED ORGANIZATION, STAFFING & KEY STAFF EXPERIENCE

The experience of the tenderer in similar projects or nature or similar areas and conditions in relation to the scope of work for **TENDER NO: ELM 05/2023: PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY BASIS** e.g. (the removal of g and provision of street cleaning) will be evaluated.

The tenderer should indicate the company high level organizational structure and composition of their team responsible for this project. The key staff members involved with their main disciplines and or roles of responsibilities (job descriptions) must be attached to this page as well as the proposed technical and support staff allocated to work on the project to successfully implementation of this tender.

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated from three different points of view:

- a) General experience (total duration of professional activity), level of education and training and positions held of each key staff member / expert member.
- b) The education, training and experience of the key staff members / experts, in the specific sector, field, subject, etc. which is directly linked to the scope of work.

In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The organization, staffing and key staff should be based on the implementation of one area as per project scope. Tenderers should provide organization structure for complete scope of work which includes garden waste removal and street cleaning.

**NB: Please attach proof of the following documentation: Curriculum Vitae, etc. Failure to submit the documents will result in no points given**

The scoring of the proposed organization and staffing will be as follows:

Non-responsive (score 0)	No information has been provided
Poor (max score 03)	The Foreman has proven experience on related roads and stormwater projects. The Foreman has at least 2 years site experience.
Satisfactory (max score 05)	The Foreman has proven experience on related roads and stormwater projects. The Foreman has at least 5 years site experience.
Good (max score 08)	The Foreman has proven experience on related roads, concrete and stormwater projects. The Foreman has between 5- and 7-years site experience on concrete or water even stormwater projects.
Very good (max score 10)	The Foreman has proven experience on related roads and stormwater projects. The Foreman has between 7- and 10-years site experience on concrete or even stormwater projects.

**NB: Only bidders who score a minimum of 70 points will be further evaluated on price**

**SCHEDULE 3**

**EVALUATION SCHEDULE  
CAPACITY TO EXECUTE & IMPLEMENT THE TENDER EVALUATION  
(PHYSICAL RESOURCES)**

The tenderer needs to indicate the lists of equipment that they presently own or lease or will acquire or hire to successfully implement this contract if the tender. The physical resources should include a list of the main requirements as well as the back-up equipment.

Proof of ownership or lease, or quotation to acquire physical resources for main and back-up equipment must be attached to the document. **Failure to attach may result in no point's allocation.** All physical resources indicated in the below schedule or attached must be roadworthy.

The vehicles specified below must solely be committed to the operations of the maintenance of gravel roads, with the exclusion of weekends, provided the schedule will be completed by Friday. Replacing equipment/ vehicles will only be allowed with the prior authorization of the municipality to ensure the capacity and reliability is the same as committed in the tender on which the award was based. **(A new 5-day schedule will be implemented).**

The following equipment will serve as minimum requirements:

- TLB/Excavator /s
- Smooth /Steel Roller/s
- Path foot steel roller/s
- 10 cube Tipper trucks (Minimum of 6 Tipper Trucks)
- Lowbed
- 15000 Watercart
- Grader
- Transport (5 Ton 7 Seaters Double Cab etc.)

**NB: Proof of ownership or lease, or quotation to acquire physical resources for main physical resources, (vehicle & equipment) must be attached to the document.**

**LIST OF MAIN PHYSICAL RESOURCES AND EQUIPMENT TO BE USED ON PROJECT:**

<b>Quantity</b>	<b>Description, size, capacity, manufacturing, etc.</b>	<b>Year/Age of equipment</b>	<b>Registration Number</b>	<b>Owned/ Hired/ Acquired/ Company</b>	<b>Roadworthy/ Condition</b>
Example:					
1	TLB/ Excavator				
2	Static / Steel roller				
3	Water Tanker and Tipper Trucks				

Non-responsive (score 0)	No information has been provided
Poor (max score 03)	There is inadequate information submitted regarding availability of equipment. The contractor will not be in a position to meet the requirements of the contract with the available equipment / supplied equipment does not meet the minimum requirements prescribed above. Vehicles and equipment age are more than 10 years. Tenderer have no access or limited access to backup equipment. Most of the physical resources are hired with no ownership.
Satisfactory (max score 05)	The equipment provided meets the required criteria and is adequate to meet the requirements of the contract age of vehicles and equipment is less than 10 years. Tenderer indicate access to backup equipment to be leased, hired. Contractor proof sufficient access to equipment to be leased or hired.
Good (max score 10)	Besides meeting the “satisfactory” rating, the tenderer is in the position to provide more equipment than is required by the contract. Age of vehicles and equipment is between 5 to 7 years. The tender have owned equipment which can be used as backups. The contractor has a good mix of equipment to be either leased or owned.
Very good (max score 15)	Besides meeting the “good” rating, the tenderer is in a position to provide additional and advanced equipment which will enhance the execution of the contract. Age of vehicle and equipment is less than 5 years. The tenderer has advanced owned physical resources (vehicles and backup equipment.) more than one. All resources are owned.

**NB: Only bidders who score a minimum of 70 points will be further evaluated on price.**

## SCHEDULE 4

### 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 landlords		
6.	<b>Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof</b>		
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			
<b>SIGNATURE:</b>			

**\* IMPORTANT: IF YOU FAIL TO COMPLETE THIS FORM, PLEASE REGARD YOUR QUOTE AS NON – RESPONSIVE**

## SCHEDULE 5

### EVALUATION SCHEDULE

#### QUALITY ASSURANCE PLAN

**NB: Only bidders who score a minimum of 70 points will be further evaluated on price.**

The quality control practices and procedures which ensure compliance with the employer's requirements will be evaluated.

**The tenderer must provide a copy of the tenderer's Quality Management System and Procedures**

Non-responsive (score 0)	No information has been provided. The tenderer did not respond or comply with this evaluation schedule. The tenderer does not have a quality assurance system
Poor (max score 15)	The tenderer's quality control procedures are unlikely to ensure compliance with the employer's requirements
Satisfactory (max score 20)	The tenderer's quality control procedures are possibly able to ensure compliance with stated employer's requirements
Good (max score 25)	The tenderer's quality control procedures meet the quality assurance requirements expected by the employer.

**NB: Failure to attach the Quality Assurance Plan may result in no points allocated.**

## SCHEDULE 6

### EVALUATION SCHEDULE

#### IMPLEMENTATION PLAN & METHODOLOGY TO IMPLEMENT ALLOCATED WORK

**NB: Only bidders who score a minimum of 70 points will be further evaluated on price.**

The tenderer should describe briefly the process and methodology which will be followed to maintain a stormwater drainage using the scenario below:

- Laying of 300m in length of 900mm diameter concrete stormwater pipes, with three (3) junction boxes manholes where the direction changes and install two (2) catch-pits at low catchment areas. (Catch-pits to be kerb master 100% concrete)**

Synchronize the activities with key timeframes until completion of the allocated work. The main activities and roles of responsibilities team members must be highlighted and indicate the technical support that will be provided on the project etc. The information must be attached to the tender document.

Non-responsive (score 0)	No information has been provided
Poor (max score 10)	The implementation plan is sketchy, the key activities are not synchronized. The implementation plan is weak in relation to the project, and inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities and lack of experience.
Satisfactory (max score 15)	The implementation plan is complete with all tasks and activities clearly indicated and synchronized. The composition of the plan are adequate and indicates the type of equipment used with all activities and consistent with both timing and deliverables.
Good (max score 25)	The implementation plan is complete, well balanced i.e. they show good deliverables clear duties, use of equipment, responsibilities, timeframes and staff complement relevant to the project. The allocated work will be executed on time with safety of the road users and stormwater team. The methodology indicates good experience to implement the allocated work.
Very good (max score 35)	Besides meeting the "good" rating, the proposed implementation plan is well integrated and several technical support and experience exist relevant to the scope of work. The timeframes and deliverables are clear and achievable.

**NB: Failure to attach the methodology may result in no points allocated. The methodology shall be evaluated based on the scenario indicated above. Failure may result in no points.**

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

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

The Tenderer must complete the following returnable Schedules:

#### **Returnable Schedules required for Tender evaluation purposes**

Form A	Compulsory Enterprise Questionnaire
Form B	Record of Addenda to Tender Documents
Form C	Authority for Signatory
Form D	Preference Schedule
Form E	Schedule of Previous Experience
Form F	Schedule of Current Projects
Form G	Certificate of Attendance at Site Meeting
Form H	Proposed Key Personnel
Form I	Schedule of Plant and Equipment
Form J	Schedule of Proposed Sub-Contractors
Form K	Financial References
Form L	Certificate of Authority of Joint Ventures/ Close corporations/ Partnership/ Company/ Sole proprietor (Certified Copies of the Identity Documents in the Case of sole proprietor)
Form M	Certificate of Registration with CIDB
Form N	Registration on National Treasury Central Supplier Database
Form O	Municipal Rates and Taxes

MBD1	Tax compliance requirements
MBD 2	Tax clearance
MBD4	Declaration of Intrest
MBD 6.2	Declaration certificate for local production
MBD 7.1	Contrat Form – Purchase of Goods
MBD 7.2	Contract Form – Rendering of Services
MBD 7.3	Contract Form – Sale of Goods/Works
MBD8	Declaration of bidder's past supply chain management practices
MBD9	Certificate of Independent bid determination

**Returnable Documents that will be incorporated into the contract**

C1.1	Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

### T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

#### FORM A COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This questionnaire is to be completed and submitted in respect of each partner.

1. Name of Enterprise: .....
2. VAT Registration number, if any: .....
3. CIDB Registration number: .....
4. Particulars of sole proprietors and partners in partnership:

Name	Identity Number	Personal Income Tax Number

\* Complete only if sole proprietor or partnership and attach separate page if more than 4 partners.

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

Company Registration Number: .....

Close Corporation Number: .....

Tax reference Number: .....

**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 stakeholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

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

Name of Tenderer: .....

Date: .....

Signature: .....

Position: .....

Full name of signatory: .....



**FORM C AUTHORITY OF SIGNATORY**

Details of person responsible for tender process:

Name: .....

Contact number: .....

Office address: .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

**PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:**

"By resolution of the board of directors passed on *(date)*.....

Mr .....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of .....

(BLOCK CAPTIALS)

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

..... :

FULL NAMES OF SIGNATORY .....

AS WITNESSES: 1. ....

2. ....

**PRO-FORMA FOR JOINT VENTURES:**

**Certificate of Authority for Joint Ventures**

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

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead Partner:  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....
  CIDB Reg No: .....		Signature: ..... Name: ..... Designation: .....

**ATTACH HERETO THE DULY SIGNED AND DATED**  
**ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF**  
**SIGNATORY ON COMPANY LETTERHEAD**

## FORM D PREFERENCE SCHEDULE – MBD 6.1

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

#### 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 R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.4 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 “**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;

2.3 “**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;

2.3 “**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;

2.4 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.5 “**EME**” means any enterprise with an annual total revenue of R5 million or less.

2.6 “**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;

- 2.7 **“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, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.8 **“non-firm prices”** means all prices other than “firm” prices;
- 2.9 **“person”** includes a juristic person;
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“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;
- 2.13 **“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
- 2.14 **“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 considering 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 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

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. Points for Specific Goals**

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 specific goals in accordance with the table below:

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	

**5.2 POINTS AWARDED FOR SPECIFIC GOALS**

5.3

5.4 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.5 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

**6. BID DECLARATION**

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as
- iv) shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- v) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....





**FORM G CERTIFICATE OF ATTENDANCE AT SITE MEETING**

I / We acknowledge that the tender briefing was attended by a company representative able to relay the presentation of the works and/ or matters incidental to doing the works in the tender document in order for me/ us to take account of everything necessary when compiling our rates and prices included in the tender.

I/we acknowledge that the attendance register will be used to confirm our company's presence and if found to be absent, will lead to our tender being disqualified.

Name: .....

Signature: .....

Capacity: .....

Date and Time: .....

Capacity: .....

Date and Time: .....

## FORM H PROPOSED KEY PERSONNEL

**Please attach CVs of the proposed key personnel.**

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

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

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:..... ..... ..... .....						

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent, the foreman, safety officer and the project manager. The information is necessary for evaluation of the tender.

Name of Tenderer: .....

Date: .....

Signature : .....

Full name of signatory: .....

## FORM I SCHEDULE OF PLANT AND EQUIPMENT

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

- (a) **Details of major equipment owned by me / us and immediately available for this contract.**

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	YEAR OF MANUFACTURE

*Attach additional pages if more space is required*

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

DESCRIPTION <i>(type, size, capacity etc)</i>	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

*Attach additional pages if more space is required*

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

***Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.***

Name of Tenderer: .....

Date: .....

Signature : .....

Full name of signatory: .....



## FORM K FINANCIAL REFERENCES

### FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the last 3 years' set of financial statements together with my/our Directors' and Auditors' report for consideration by the Client.

### DETAILS OF TENDERERS BANKING INFORMATION

I/We hereby authorise the Client/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>BANK NAME:</b>									
<b>ACCOUNT NAME:</b> <i>(e.g. ABC Civil Construction cc)</i>									
<b>ACCOUNT TYPE:</b> <i>(e.g. Savings, Cheque etc)</i>									
<b>ACCOUNT NO:</b>									
<b>ADDRESS OF BANK:</b>									
<b>CONTACT PERSON:</b>									
<b>TEL. NO. OF BANK / CONTACT:</b>									
How long has this account been in existence:	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px;">0-6 months</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">7-12 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">13-24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">More than 24 months</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> <span style="margin-left: 20px;">(Tick which is appropriate)</span>	0-6 months	<input type="checkbox"/>	7-12 months	<input type="checkbox"/>	13-24 months	<input type="checkbox"/>	More than 24 months	<input type="checkbox"/>
0-6 months	<input type="checkbox"/>								
7-12 months	<input type="checkbox"/>								
13-24 months	<input type="checkbox"/>								
More than 24 months	<input type="checkbox"/>								

Name of Tenderer: .....

Date: .....

Signature: .....

Full name of signatory: .....

**FORM L Certificate of Authority of Joint Ventures/ Close Corporations/ Partnership/ Company/ Sole proprietor**

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

**(I) CERTIFICATE OF COMPANY**

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms ....., acting in the capacity of....., was authorized to sign all documents in connection with the tender for Contract No. ELM 05/2023 and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as.....

..... hereby authorize Mr/Ms ....., acting in the capacity of....., to sign all documents in connection with the tender for Contract No. ELM 05/2023 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(III) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as, ....., hereby authorize Mr/Ms .....

....., acting in the capacity of ....., to sign all documents in connection with the tender for Contract No. ELM 05/2023 and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .

....., authorised signatory of the company . . . . .  
 .....

....., acting in the capacity  
 of lead partner, to sign all documents in connection with the tender offer and any contract  
 resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. . . . . Name ..... Designation..... .....
		Signature. . . . . Name ..... Designation..... .....
		Signature. . . . . Name ..... Designation..... .....
		Signature. . . . . Name ..... Designation..... .....

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

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, ....., hereby confirm that I am the sole owner of the  
 Business

trading as .....

**Signature** of Sole owner: .....

As Witnesses:

Date:

1.....

2. ....

**FORM M Certificate of Registration with CIDB**

The tenderer shall provide a printed copy of the Active Contractor's Listing off the CIDB website. ([www.cidb.org.za](http://www.cidb.org.za)). Tenderers whose CIDB registration expires within 21 days after close of tender should attach proof of their application for re-registration (refer to Tender Data Clause F.2.1). In the case of a Joint Venture, a printed copy of the Active Contractor's Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Contractor Grading Designation: .....

CIDB Contractor Registration Number: .....

Expiry Date: .....

**FORM N Registration on National Treasury Central Supplier**

The tenderer shall provide a printed copy of the Active Supplier Listing on the National Treasury Central Supplier Database. ([www.treasury.gov.za](http://www.treasury.gov.za)). Tenderers who are not registered on the Central Supplier Database should attach proof of their application for registration. In the case of a Joint Venture, a printed copy of the Active Supplier Listing must be provided for each member of the Joint Venture.

Name of Contractor: .....

Central Supplier Database Supplier Number: .....

Expiry Date: .....

## FORM O Municipal Utility Account

**DECLARATION BY THE TENDERER**

I the undersigned \_\_\_\_\_, has been duly authorized to sign all documents with the Tender for Contract Number \_\_\_\_\_ on behalf of \_\_\_\_\_ hereby make a declaration as follows:

(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
  
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

\_\_\_\_\_

IN HIS CAPACITY AS

\_\_\_\_\_

DATE

\_\_\_\_\_

FULL NAMES OF SIGNATORY

\_\_\_\_\_

Utility Account Number	Name of Municipality	Name of Owner

**ATTACH AN ORIGINAL OR A CERTIFIED COPY OF A MUNICIPAL UTILITY ACCOUNT (NOT OLDER THAN THREE (3) MONTHS)**

**Important: Note the following**

- List Account(s) registered either in the name(s) of the Director(s) or the Company on the declaration form attached hereto.

Attach Municipal Utility account of Company's registered office (if applicable) and in case of leased premises, attach lease agreement and the services account of leased premises. (issued in the name of the bidding company)



**MBD 4**

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
.....

2.4 Company Registration Number : .....

2.5 Tax Reference Number : .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

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

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....



**4 DECLARATION**

I THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF

CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

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

a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
<b>The Municipality will utilize the CSD report for the above-mentioned information.</b>			

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- vi) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## MBD 8

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the <i>audi alteram partem</i> rule was Applied).	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

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

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

## MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**MBD 9**

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

### C. THE CONTRACT

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

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

#### **Part C2: Pricing Data**

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

#### **Part C3: Scope of Work**

- C3 Scope of Work

#### **Part C4: Site Information**

- C4 Site Information

#### **Part C5 : Relevant Documentation**

- C5 Health & Safety Specifications

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

### **C1 AGREEMENTS AND CONTRACT DATA**

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

## C1.1 FORM OF OFFER AND ACCEPTANCE

### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

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

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

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

.....

..... 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(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_  
(Name and address of organisation)

Name & Signature  
Of Witness \_\_\_\_\_  
Name Date

**ACCEPTANCE**

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

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the tenderer \_\_\_\_\_

(Name and address of organisation)

Name & Signature

Of Witness

\_\_\_\_\_

Name

\_\_\_\_\_

Date

# SCHEDULE OF DEVIATIONS

**Notes:**

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

**1 Subject**

---

Details

---

**2 Subject**

---

Details

---

**3 Subject**

---

Details

---

**4 Subject**

---

Details

---

**5 Subject**

---

Details

---

**6 Subject**

---

Details

---

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE TENDERER:**

Signatures (s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Organisation)

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE EMPLOYER**

Signatures (s) \_\_\_\_\_  
Name(s) \_\_\_\_\_  
Capacity \_\_\_\_\_

\_\_\_\_\_  
**(Emalahleni Local Municipality – Mandela Street)**

Name & Signature  
Of Witness \_\_\_\_\_ Date \_\_\_\_\_

## C1.2 CONTRACT DATA

### PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering (Tel: 011 805 5947).

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

#### **PART 1: Data provided by the Employer**

<b>Clause</b>	<b>Data</b>
<b>1.1.1.15</b>	The Name of the Employer is <b>Emalahleni Local Municipality</b>
<b>1.2.1.2</b>	The address of the Employer is: CNR Mandela & Arras Street eMalahleni 1035 Telephone: 013 690 6300 Facsimile: 013 690 6207
<b>5.8.1</b>	The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on <b>15 December</b> and ends on <b>5 January</b> .
<b>5.13.1</b>	The penalty for failing to complete the works is 3,75c per R100 per day of the contract value.
<b>6.2.1</b>	Public liability insurance to a maximum of R1 million.
<b>5.2.1</b>	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
<b>5.5.1</b> <b>1.1.1.14</b>	The Works shall be completed within the timeframe stated by the contractor at tender stage.
<b>5.6.1</b>	The Contractor shall deliver his programme of work within 14 days.
<b>8.6.1.1.2</b>	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>8.6.1.1.3</b>	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
<b>5.1.1</b>	The Works shall be completed within <b>the timeframe stated by the contractor</b>

**PART 1: DATA PROVIDED BY THE CONTRACTOR**

The Contractor is advised to read the *General Conditions of Contract for Construction Works (3<sup>RD</sup> EDITION 2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

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

<b>Clause</b>	<b>Data</b>
<b>1.1.1.9</b>	The Contractor is: Name: .....
<b>1.2.1.2</b>	The Address of the Contractor is:  Address (physical): ..... .....  Address (postal): .....  Telephone: ..... Facsimile: .....  E-mail: .....
<b>6.5.1.2.3</b>	The percentage allowance to cover overhead charges is .....

**C1.3 FORM OF GUARANTEE**

**FORM OF GUARANTEE**

**Tender No: ELM 05/2023**

**PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

WHEREAS .....at  
**EMALAHLENI LOCAL MUNICIPALITY**  
(Hereinafter referred to as "the Employer")

entered into, on the ..... Day of .....2023, at .....

a Contract with .....  
at .....  
(Hereinafter called "The Contractor")

for the **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY** as per Scope of work AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of suretyship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS .....  
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE, .....  
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and execution 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 authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due 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 Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.

3. 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 or liquidated.

4. Our total liability hereunder shall not exceed the sum of (R.....).

5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

.....

**IN WITNESS WHEREOF** this guarantee has been executed by us at ..... on

this..... day of ..... 20 .....

As witnesses:

1. .... Signature .....

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

Address .....

.....

.....

# EMALAHLENI LOCAL MUNICIPALITY



**TENDER NO: ELM 05/2023**

**PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

## **C2 PRICING DATA**

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

### C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SABS/SANS 1200 sections for Civil Engineering parts of the works and the Building Works in accordance with the standard system of measuring building works as recognized by the Association of South African Quantity Surveyors (ASAQS).
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum

t = ton (1000 kg)  
W/day = Work day

3. For the purpose of these Bills 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 SABS/SANS 1200.

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

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards)
6. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
11. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
12. The payment reference numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the SABS/SANS 1200.

13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letter L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letter L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
15. The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.

#### 15.1 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 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) 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.
- d) 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.
- e) **ALL SUCCESSFUL BIDDERS PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM**

# EMALAHLENI LOCAL MUNICIPALITY



**TENDER NO: ELM 05/2023**

**PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

<b>C2.2 BILL OF QUANTITIES</b>
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**The quantities allocated in the Bill of quantities are for evaluation purposes only, therefore the allocation of work will be subject to the availability of the budget in the financial year.**

PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY				SECTION 1300	
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1300	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
B13.01	<b>The Contractor's general obligations</b>				
	(a) Fixed obligations	Lump Sum			5000.00
	(b) Time related obligations	Lump Sum			5000.00
	(c) Health and Safety obligations <i>(Health and Safety obligations to be paid <b>once off</b> during the commencement period after the Safety file has been approved by the Employer)</i>	Lump Sum			10000,00
<b>TOTAL SECTION 1300 CARRIED TO SUMMARY</b>				<b>R</b>	







PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY				SECTION 2100	
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>DRAINS</u></b>				
B21.01	<b>Excavation for open drains:</b>				
	(a)Excavating soft material situated within the following depth ranges below the surface level:				
	(a) 0 m up to 1,5 m	m <sup>3</sup>	10		
	(ii) Exceeding 1,5 m and up to 3,0 m	m <sup>3</sup>	10		
	(ii) Extra over subitem B21.01(a) for excavation in hard material, irrespective of depth	m <sup>3</sup>	10		
21.02	Clearing and shaping existing open drains	m <sup>3</sup>	10		
21.03	<b>Excavation for subsoil drainage systems:</b>				
	Excavating soft material situated within the following depth ranges below the surface level:				
	(b) 0 m up to 1,5 m	m <sup>3</sup>	10		
	(ii) Extra over subitem 21.03(a) for excavation in hard material irrespective of depth	m <sup>3</sup>	10		
21.04	<b>Impermeable backfilling to subsoil drainage systems</b>				
	(a) Unsterilized natural gravel	m <sup>3</sup>	5		
	(b) G5 material stabilised with 4% stabilising agent	m <sup>3</sup>	5		
21.05	<b>Natural permeable material in subsoil drainage systems (crushed stone):</b>				
	(a) Crushed stone obtained from commercial sources	m <sup>3</sup>	5		
	(b) 19mm nominal size stone	m <sup>3</sup>	5		
<b>TOTAL SECTION 2100 CARRIED FORWARD</b>				<b>R</b>	

PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY					SECTION 2100
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 2100: DRAINS</b>				
21.08	Pipes in subsoil drainage systems:				
	(a) Pitch-fibre pipes and fittings complete with couplings (perforated)				
	(i) 110 mm internal dia. perforated or slotted	m	100		
	(ii) 160 mm internal dia. perforated or slotted	m	100		
	(b) Un-plasticised PVC pipes and fittings, normal duty completes with couplings				
	(i) 150 mm internal dia. perforated or slotted	m	50		
	(ii) 150 mm internal dia. unperforated	m	50		
21.09	Polyethylene sheeting 0,15 mm thick, or similar, approved material, for lining subsoil drainage systems	m <sup>2</sup>	100		
21.10	Synthetic-fibre filter fabric - grade 2: Kaytech U14 or approved equivalent	m <sup>2</sup>	100		
B21.12	Concrete outlet structures, manhole boxes, junction boxes and cleaning eyes for subsoil drainage systems:				
	(a) Outlet structures	No	10		
	(d) Cleaning eyes	No	10		
21.13	Concrete caps for subsoil drain pipes	No	10		
21.15	Overall for material hauled in excess of 1,0km free-haul (normal overhaul)	m <sup>3</sup> -km	500		
B21.20	Clearing of subsoil drains	m	200		
B21.21	Cleaning facilities for subsoil drainage systems				
	(a) Long Radius Bends	No	10		
	(b) 45° tees	No	10		
	(c) Concrete caps	No	10		
	(d) Cast iron surface boxes	No	10		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY				SECTION 2200	
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>PREFABRICATED CULVERTS</u></b>				
22.01	<b><u>Excavation</u></b>				
22.01	(a) <u>Excavating soft material situated within the following depth ranges below the surface level</u>				
	(i) 0m up to 1,5m	m <sup>3</sup>	10		
	(ii) Exceeding 1,5m and up to 3,0m	m <sup>3</sup>	10		
	(iii) Exceeding 3,0m and up to 4,5m	m <sup>3</sup>	10		
22.01	(b) Extra over sub item 22.01(a) for excavation in hard material irrespective of depth	m <sup>3</sup>	10		
	<b><u>BACKFILLING</u></b>				
22.02	<b><u>Backfilling</u></b>				
	(a) Using the excavated material	m <sup>3</sup>	10		
	(b) Using imported selected material	m <sup>3</sup>	10		
	(c) Using Crushed stone	m <sup>3</sup>	5		
	(d) Using 19mm nominal size	m <sup>3</sup>	5		
22.02	(c) <u>Extra over sub items 22.02(a)&amp;(b) for soil cement backfilling</u>				
	(ii) 5% OPC	m <sup>3</sup>	10		
22.03	<b><u>CONCRETE PIPES (Supply and Install)</u></b>				
	(a) <u>On class B bedding</u>				
	(b) (i) <u>Ogee class 50 D</u>				
	(ii) 450mm dia Class 50D	m	10		
	(iii) 600mm dia Class 50D	m	10		
	(iv) 750mm dia Class 50D	m	10		
	(v) 900mm dia Class 50D	m	10		
	(vi) 1050mm dia Class 50D	m	10		
	(vii) 1200mm dia Class 50D	m	10		
<b>TOTAL SECTION 2200 CARRIED FORWARD</b>				<b>R</b>	

PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY				SECTION 2200	
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>CONCRETE BACKFILL</u></b>				
	(a) Class 20/19	m <sup>3</sup>	5		
	<b><u>REINFORCEMENT</u></b> Steel reinforcement				
	(c) Welded steel fabric	kg	10		
22.12	<b><u>REMOVE CONCRETE</u></b>				
	Removing existing concrete				
	(a) Plain concrete	m <sup>3</sup>	5		
	(b) Reinforced concrete	m <sup>3</sup>	5		
22.17	<b><u>MANHOLES, CATCHPITS, ETC</u></b>				
	<b><u>(a) Manholes, catch-pits, precast inlet and outlet structures complete with brickwork (supply and install)</u></b>				
	Cast in-situ base slab, 100mm thick, 25Mpa concrete including 2 layers of ref.193 mesh, on bedding prepared under item H.7				
	(a) Ranging between 1.0m to 1,5m up to 1,5m deep.	No	10		
	(b) Ranging between 1.5m to 2,5m up to 3,0m deep.	No	10		
	(c) Ranging between 2.5m to 3,5m up to 4,0m deep.	No	10		
	<b><u>(b) Catch-pits (Polymer modified kerb inlet or similar complete with all the components with installation and finishing off site.)</u></b>				
	2,8m to 3,0m long for outgoing pipe up to 900mm diameter	No	5		
	3,35m up to 9,0m long for outgoing pipe up to 900mm diameter	No	5		
	9,0m up to 12,0m long for outgoing pipe up to 900mm diameter	No	5		
22.18	<b><u>BRICKWORK (Supply and build)</u></b>				
	(a) 115mm Thick	m <sup>2</sup>	10		
	(b) 230mm Thick	m <sup>2</sup>	10		
	(c) 345mm Thick	m <sup>2</sup>	10		
22.19	<b><u>PLASTER AND BENCHING</u></b>				
	Plaster	m <sup>2</sup>	10		
	Benching 20mm average thick	m <sup>2</sup>	10		
<b>TOTAL SECTION 2200 CARRIED FORWARD</b>					

PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY				SECTION 2200	
22.21	<b><u>ACCESSORIES (Supply and Install)</u></b> <b><u>Heavy Duty Polymer Grit Inlet</u></b> (b) Inlet grid with frame	No	10		
B21.22	<b><u>SUBSOIL DRAINAGE COMPLETE (Supply and Install)</u></b> Pitch-fibre pipes and fittings complete with couplings (perforated)				
	(a) 110 mm internal dia. perforated or slotted	m	10		
	(b) 160 mm internal dia. perforated or slotted	m	10		
	Polyethylene sheeting 0,15 mm thick, or similar, approved material, for lining subsoil drainage systems	m <sup>2</sup>	10		
B22.23	<b><u>ANCILARY WORK</u></b>  (a) <b>Removal, replacement of existing catch-pits:</b>  <b>(Alignment and reconstructing the transitions with double sumps including any brickwork and concrete work)</b> (b) Cleaning or unblocking of existing catch-pits	No	10		
	(c) Cleaning of existing storm water channels with depth ranging between 1.0m and 2.0m deep	No	10		
	(d) Installation only of catch-pits, complete with transitional kerbs	No	10		
22.24	<b><u>OVERHAUL</u></b> Overhaul on excavated material carted to spoil, backfill existing structures demolished and removed to spoil, and removing and relaying, and removing and stacking existing prefabricated culverts, for haul in excess of the free haul distance	Km/m <sup>3</sup>	10		
22.27	<b><u>ROAD CROSSINGS</u></b> <b>Reinstating trenches crossing roads:</b>				
	(a) 150mm Thick G7 selected layer to 93% mod AASHTO density	m <sup>2</sup>	10		
	(b) 150mm Thick G5 subbase layer to 95% mod AASHTO density	m <sup>2</sup>	10		
	(c) 150mm Thick G2 crushed stone base layer to 88% solid density including prime coat	m <sup>2</sup>	10		
<b>TOTAL SECTION 2200 CARRIED FORWARD TO SUMMARY</b>				<b>R</b>	







# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

## PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY

### SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
1200	General requirements and Provisions	R
1500	Accommodation of Traffic	R
1700	Clear and Grub	R
1800	Day works	R
2100	Drains	R
2200	Prefabricated Culverts	R
2300	Concrete Kerbing, Concrete Channelling, Chutes and downpipes concrete linings for open drains precast concrete kerbs.	R
5100	Pitching, Stonework and protection against erosion	R
5900	Finishing the road and road reserve treating old roads	R
<b>TENDER (CONTRACT) SUM</b>		<b>R</b>
2) ADD 10% FOR CONTINGENCIES (This amount is under the sole control of the employer)		R
SUBTOTAL		<b>R</b>
ADD: 15% VAT		R
<b>TENDER (CONTRACT) PRICE (Page C.3)</b>		<b>R</b>

# EMALAHLENI LOCAL MUNICIPALITY



**TENDER NO: ELM 05/2023**

## **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

### **C3 SCOPE OF WORK**

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work (2015) (3<sup>rd</sup> edition) are applicable.

#### **C 3.1 DESCRIPTIONS OF WORKS**

##### **Purpose**

Emalahleni Local Municipality has an objective to maintain the roads within its jurisdiction. In order to do this, the Municipality is requesting the Bids for the: **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

**The works will be done under traffic and pedestrians. Some traffic may be diverted after due notice to the road users**

##### **Extent of the Works**

This specification covers the: **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON “AS AND WHEN BASIS” FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

The description of the work contained in the Scope of Work is merely an outline of the work to be executed in terms of the contract, and shall not limit the work to be carried out by the Contractor.

The Works included in this contract mainly consist but not limited to the following:

- a. Accommodation of traffic
- b. Upgrading of stormwater drainage
- c. Construction of manholes and catch-pits
- d. Unblocking of stormwater drainage.

### **Construction Area**

The construction area will be demarcated in accordance with the Road Signs Manual and the required temporary signs, markings erected and/or applied in close co-operation with the Traffic Department of the Emalahleni Local Municipality.

### **Access to site**

Tenderer's must allow for all conditions on site in their tenders, since extra claims arising from difficult site conditions in respect to transporting, handling, loading, off-loading, labour, housing, etc., will not be entertained.

Access routes to the site shall at all times be kept serviceable, or alternatives shall be provided. These include road entrances.

### **Laboratory facilities**

The contractor shall furnish test results to the Employer as part of his quality control on site. Payment shall be deemed to be covered under the tendered rates. SANAS Accredited Laboratory to be used.

### **Allocation of daily work**

Work shall be allocated in writing by the representative of Emalahleni Local Municipality, authorised in writing by the Roads and Stormwater Manager. Work done without the approval of the Roads and Stormwater Manager shall not form part of payment.

Allocated work shall be completed within 24hrs from the time of allocation.

### **Submission of Bids**

The proposal must be sealed in an envelope clearly marked: **PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY** must be deposited in the tender box of Emalahleni Local Municipality on or before the closing date.

## **B SCOPE OF WORK**

The repair of stormwater drainage shall be conducted according to COLTO, SANS 1200M and SANS 731 specifications

The scope of work entails the following:

- Cleaning and unblocking stormwater drainage pipes.
- Cleaning and unblocking catch pits
- Cleaning stormwater pipes using a jetting machine
- Replacement of damaged catch pits
- Building POLYMER MODIFIED catch pits
- Cleaning of streams and stormwater channels and culverts
- Relaying of stormwater drainage pipes as and when required
- Building of junction boxes and replacement of damaged concrete covers
- Supply of stormwater materials as and when required
- Construction of transitions for catch pits
- Reinstating transition kerb inlets
- Construction transitional kerb inlets
- Provide CCTV Stormwater Drainage Inspection

### **Kerb and channel**

- Transitional Kerbing shall comprise of barrier and or mountable kerbs.
- Kerbs and channels shall be constructed before installing a catch-pit. Where the road is existing has the contractor shall construct according to client specifications.
- Channels shall be cast in-situ and concrete to comply with SANS 1200 specifications.
- Trench for kerbs and channel shall be excavated on an approved base at a depth of 150mm. The excavated area shall be re-compacted to 93% Mod AASHTO.

- Channel decks shall be constructed on alternative days to avoid construction joints.
- Expansion joints shall be made every 10m using a soft board.
- Channels shall be made of a 19/20Mpa concrete.
- Backfilling shall be made at the back of the kerbs using a G7 material laid at every 150mm thick layer and compacted to 93% Mod AASHTO.

### **Road signs**

- Road signs shall be made of galvanized steel tube poles which are complying to SANS657 specifications
- Steel and bolts shall comply to SANS 135
- Road sign plates shall be 1.4mm thick pre-painted galvanized steel plates
- All paints shall comply to CKS193 and their reference coding shall be:
  - Golden yellow – B49
  - Signal red – A11
  - Dark grey – G13
  - National flag blue – F04
  - Flag green – E08
  - Dark brown – B03
  - Cloud white – G80

Retro-reflective shall comply with SANS1519 and adhesions to CKS191

### **Supply of road related materials**

The materials to be supplied shall be the approved by the **Roads and Stormwater Manager** prior to be supplied.

### **C3.2.2 Drawings**

A full set of drawings will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

### **C3.3 PROCUREMENT**

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Emalahleni Local Municipality and The Standard Conditions of Tender as contained in Annexure F of the September 2005 edition of the CIDB Standard for Uniformity in Construction Procurement.

### **C3.4 SUB-CONTRACTING**

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

### **C3.5 CONSTRUCTION**

#### **C3.5.1 Work Specifications**

Although not bound in nor issued with this document, the following standardised specifications will form part of the contract document:

SABS/SANS 1200.

#### **C3.5.2 Plant and materials**

All materials shall comply with the requirements of the South African Bureau of Standards and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

#### **C3.5.3 Construction Equipment**

All equipment on site shall be in a good working order and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

#### **C 3.5.4 Existing Services**

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out

existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractor's negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

### **C3.5.5 Site Establishment**

- Source of Water Supply

Water is available from the existing water network. The Contractor is to arrange with the Local Authority for a connection point. The Contractor will be responsible for the costs of the connection as well as the use of water for construction purposes. The Contractor's attention is drawn to the fact that the potable water supply is erratic in this area. Under no circumstances may potable water be used for construction, unless written permission is granted by the Engineer.

- Sources of power supply

Electricity is available from the existing network. The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

- Location of camp and depot

The Contractor's camp is to be located on a site acceptable to Emalahleni Local Municipality. Written approval needs to be obtained from Emalahleni Local Municipality. No workers will be permitted to live in this camp.

- Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

It is not required that specific sanitary facilities be provided for the Engineer, and the facilities for the Contractor will be shared by both parties. The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

- Temporary offices

The Contractor is not required to provide any specific office space for the Engineers, but the Contractors' offices shall have adequate space and facilities for the holding of site meetings, and for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

- Name Boards

One name board shall be provided at the position as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

- Survey assistant and equipment

The Contractor will not be required to make any survey equipment available specifically for the use of the Engineer. The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as the theodolite and/or level plus accessories

### **C3.5.6 Site Usage**

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take

sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
  - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators re provided and worn by the workers.

### **3.5.7 Permits and Way leaves**

To be arranged with the relevant authorities.

## 3.6 MANAGEMENT

### C3.6.1 Management of the Works

- Setting out of the works

Generally, the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

- (i) Adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

- Inspection by Engineer

No stage of construction 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 has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

- Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Emalahleni Local Municipal area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The Contractor's attention is drawn to the standard rates specification found on the SAFSEC website at [www.safcec.org.za](http://www.safcec.org.za). These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

- Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

- Communication

The Engineer's representative on this project will be: Mr. I. Dlamini

Contact No: 082 354 1903

The contact person for the Employer is: Mr. Edwin Sedupane

Contact No: 013 690 6911

- Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

- Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

- Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

- Clearance of site

On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

## EPWP labour intensive specification

### Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 2 CE PE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the full duration of the contract, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 2CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the full duration of the contract be registered on a skills programme for, the NQF level 2-unit standards or NQF level 4-unit standards.

**Table 1: Skills programme for supervisory and management staff**

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, <b>and</b>  } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, <b>and</b>  } any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour Intensive Construction Processes	Skills Programme against this single unit standard

### **C3.7 HEALTH AND SAFETY**

- Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

### **C3.8 PROJECT SPECIFICATIONS**

#### **C3.8.1 Work Specifications**

- a) SABS or BS Specifications and Codes of Practice  
Wherever any reference is made to the South African Bureau of Standards (SABS) and the British Standards Specification (BSS) in either these Bill of Quantities or the Specification of Materials and Methods to be Used (OOG-001E), this reference shall be deemed to read "SABS or Equivalent standard" and "BS or equivalent standard" respectively.
- b) Various other specifications specified in the SABS Standard Specifications or the Project Specifications.

- c) Latest **Sabita Manual**, Manual 25 entitled “Quality Management in the Handling and Transport of Bituminous Binders”.
- d) Latest **Sabita Manual**, Manual 26 entitled “Interim Guidelines for primes and stone precoating fluids”.

**PS 1 CONSTRUCTION PROGRAM**

The successful Tenderer shall submit a program, within the time stated in the appendix to the General Conditions of Contract in consultation with the Engineer, showing the order of procedure and method in which, he proposes to carry out the Works. This program shall reflect the completion time as stated in the Appendix to the Tender and the program shall include a bar chart to show the proposed scheduling and methods of execution of the works and the resources to be allocated to each item or phase of the work.

Quantities proposed for execution each month and the anticipated cash flow based upon these quantities should be shown, due allowance being made for price escalation and retention monies. This program will be used to monitor progress. The successful Tenderer will therefore be held responsible to complete the Works within the stipulated time.

**PS 2 SITE FACILITIES AVAILABLE**

**PS 2.1 Water Supply**

Water is available. The Contractor must make his own arrangements with the Local Municipality. Construction water might be a problem.

**PS 2.2 Electrical Supply**

Electricity is available. The Contractor must make his own arrangement in this regard.

**PS 2.3 Location of Camp**

The Contractor's camp is to be located on a site acceptable to the Local Municipality. No workmen will be permitted to live in this camp.

**PS 3 SITE FACILITIES REQUIRED**

**PS 3.1 Sanitary Facilities**

A water closet must be supplied for the use of the Engineer and separate facilities must be supplied for the use by the Contractor's personnel.

**PS 3.2 Telephone**

Not necessary for the Engineer. The Contractor shall make his own arrangements.

**PS 4 LOCATION OF CONSTRUCTION CAMP**

A site will be pointed out to the Tenderers during the official Site Inspection for the Contractor to erect his construction camp.

**PS 5 SITE FACILITIES REQUIRED**

**PS 5.1 Laboratory Facilities**

A laboratory is not required on Site, but the Contractor shall decide for the testing of materials required in terms of the Contract as and when ordered by the Engineer or as required by the Project Specifications.

**PS 5.2 Sanitary Facilities**

The Contractor shall provide approved toilet facilities on site for all staff and shall remove the same on completion of the Contract and restore the site at his own cost and to the satisfaction of the Engineer.

**PS 6 SPOIL MATERIAL**

No indiscriminate spoiling of material will be allowed. All suitable or surplus material shall be spoiled at sites to be indicated by the Municipality.

**PS 7 SITE MEETINGS**

Site meetings and/or site inspections will be held twice every month to evaluate the progress and to discuss matters pertaining to the Contract. The Contractor or his authorised representative shall attend such meetings on the site with a representative of the Employer, at dates and times to be determined by the Employer.

**PS 8 SAFETY OF WORKMEN**

The safe conduct of the Works shall be a primary consideration, the entire Works shall be carried out in conformity with all the 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.

**PS 9 ABNORMAL RAINFALL**

"It is anticipated that the Contractor will lose working time due to inclement weather over the duration of the contract period. The Contractor is to reconcile any delays, due to inclement weather or resulting conditions with the Municipal Representative within 7 days after incurring such delays. Should the total number of reconciled working days lost, over the duration of the Contract, exceed the anticipated number or working days lost as stipulated in the Appendix to Form of Tender, an extension of time for completion will be granted equal to the working days lost in excess of the anticipated number of days stipulated".

**PS10 PROTECTION OF BEACONS**

The Contractor shall take special precautions to protect any permanent beacon such as property beacons, reference beacons, height beacons, etc., irrespective of whether the referred to beacons were placed before or during the construction period.

Should any of these beacons be disturbed by the Contractor or any person in his employment or under his control the Contractor will at his own cost arrange for the re-establishment of the damaged or disturbed beacon by a registered land surveyor.

The relevant survey information and documentation shall be forwarded to the office of the Engineer for final approval and processing.

The Contractor's attention is drawn to clause 35(i) of the Survey Act No 9 of 1937 (as amended).

**PS11 SCALING FROM DRAWINGS**

Only dimensions shown on the Drawings, or calculated there-from, may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer.

**PS12 CONTRACTOR'S EMPLOYEES**

The Contractor shall employ local labourers for the work under this contract and shall fully acquaint himself and comply with all local laws, statutes, and bylaws in this respect.

**PS13 COST OF TEST SPECIMENS AND TESTS**

It is deemed that the Contractor has made provision in his Tender for all such services and tests that are required from him. It is the duty of the Contractor to, at his own cost, and by means of the necessary tests, to prove to the Engineer that the Works and compaction prescribed, comply with the Specification.

**PS14 EXAMINATION OF WORK BEFORE COVERING UP**

The Contractor shall give the Engineer a reasonable time to accommodate examinations in his programme, in which case a time for inspection can be agreed upon.

**PS15 NOTICE TO BE GIVEN**

If the Engineer attends with the purpose of examining any part or materials of the Works at the time and date as agreed upon with the Contractor, and it is found that the Works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such a visit by the Engineer.

**PS16 WORKMEN'S COMPENSATION**

The Contractor shall provide proof, that he has paid all contributions required in terms of the provisions of the Workmen's Compensation Act (Act No. 30 of 1941, as amended), within 30 days of the Commencement Date.

**PS17 CARE OF WORKS, DAMAGE, INJURY, AND INSURANCE**

If any insurance claim arises, the Contractor shall immediately proceed with the necessary repairs after the damage has been established by the assessor, irrespective of whether the claim has been settled. No extension of time shall be granted if there is a waiting period for the settlement of the claim and all costs or losses which the Contractor may have regarding lost time, shall be deemed as covered by the insurance claim, or shall be borne by the Contractor himself.

**PS18 EXTENSION OF TIME DUE TO SHORTAGE OF MATERIAL**

Add the following Sub-Clause: If, during the preparation of his tender or during construction, the Contractor bases his unit prices on prices obtained from specific material or specific suppliers, it will be accepted that the Contractor has ascertained that such material shall be available on a continuous basis for execution of the contract.

No extension of time shall be granted if material cannot be obtained locally, but is available from other sources in the country, and no additional remuneration shall be granted for increased costs due to obtaining material from sources in other parts of the country.

If suppliers cannot adhere to the quoted delivery dates, any delays resulting from this shall be considered as a matter between the supplier and the Contractor. Extension of time could be granted under such conditions after complete proofs have been submitted to and accepted by the Engineer, but without any financial implications for the Employer.

**PS19 VALUE ADDED TAX (VAT)**

Value added tax (VAT) shall be calculated on each payment certificate, but it shall remain the responsibility of the Contractor to issue a tax invoice for the certified amount. The Contractor is responsible for the payment of VAT.

**PS20 MAKING GOOD OF DEFECTS**

If it is deemed necessary in the opinion of the Engineer, the defects liability period after repairs can be extended for a further period of twelve months or for a period to the discretion of the Engineer, as regards the relevant part of the works that is made good.

## **PS21 FEATURES REQUIRING SPECIAL ATTENTION**

### **PS21.1 Protection of trenches, pipelines, and appurtenant works**

Trenches shall always be effectively protected against the ingress of storm-water and also valve chambers and manholes as wells as structures at road crossings. Pipelines shall be positively protected against the ingress of dirt, foreign matter, storm-water and seepage water. The necessary steps in this regard include the following:

Sealing off pipe and branch ends with tightly sealing covers of strong plastic or other suitable material before loading for delivery to Site. These covers shall be fully maintained until the moment of jointing of the relevant pipe end or branch.

Open pipe ends in the trench shall be sealed off whenever work is stopped and shall be kept sealed off until closure by further pipe laying is affected. These sealing covers shall be tight sealing and sufficiently strong in fibre strength and attachment to the pipe, to withstand a water pressure corresponding to a head of 3m.

Air valves shall be consigned to Site sealed in strong transparent plastic bags which bags shall only be removed at the moment of installation.

Seepage water in the trench shall not be allowed to accumulate and shall be dealt with forthwith as provided for in Specification SABS 1200DB.

### **PS 21.2 OPENING UP OF EXISTING SERVICES**

Wherever connection to the existing pipes is to be made, the existing pipes shall be opened up by means of hand excavation under the direction of the Resident Engineer.

### **C3.8.2 Variations to Standard Specifications**

#### **PS A GENERAL AND PSAB ENGINEERS OFFICE**

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Clause in SABS VARIATION  
1200A

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#### **PS A 3 MATERIALS:**

##### **PS A 3.1 Quality of Materials and Workmanship:**

All materials used in the works shall, where such a mark has been awarded for a specific type of material, bear the SABS/SANS mark. All materials shall be new and of the best quality available unless otherwise specified.

All storage, handling, transport, erection or installation of plant, equipment and materials shall be carried out in accordance with the supplier's or manufacturer's instructions, provided that the Engineer may vary such instructions should he deem such variations necessary. Where supplier's or manufacturer's instructions are in conflict with the Specifications, the requirements of the Specifications shall apply unless otherwise agreed to by the Engineer. Any such conflict shall be brought to the attention of the Engineer by the Contractor.

#### **PS A 5 CONSTRUCTION:**

##### **PS A 5.1.2 Preservation and Replacement of Beacons and Pegs subject to the Land Survey Act:**

Add the following:

- c) Within one week of taking possession of the Site the Contractor shall satisfy himself that all reference pegs and other survey reference marks shown on the Drawings or advised by the Engineer, are in place. The Contractor shall immediately report any missing survey marks to the Engineer. Any survey marks not reported as missing shall be deemed to be in place.
- d) The Contractor shall protect and reserve all survey marks for the duration of the Contract. Any survey marks (other than the pegs falling within the excavation lines shown on the

Drawings) disturbed or removed during the course of the Contract without prior written consent of the Engineer, will be replaced at the Contractor's expense.

**PS A 5.5 Dealing with water on works:**

Add the following:

The Contractor shall at all times ensure that all open ends of pipes and branches are sealed off against the ingress of water.

**PS A 8 MEASUREMENT AND PAYMENT:**

**PS B GENERAL**

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**Clause in SABS VARIATION  
1200B**

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**PS B 3 FINISHING OF ROAD RESERVE**

Shapes and drainage ditches shall be rounded as ordered. The newly constructed portion shall be adjusted as to harmonize with the existing landscape features. The transition to slope adjustments shall be gradual. Cleaning up of site, tamping of slopes.

**PS C SITE CLEARANCE**

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**Clause in SABS VARIATION  
1200C**

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**PS C 3 MATERIALS:**

**PS C 3.1 Disposal of Material:**

The free haul shall be 5,0km.

**PS C 5 CONSTRUCTION:**

**PS C 5.1 Areas to be cleared and grubbed:**

The Contractor shall observe the restrictions in SABS 1200 DB.

**PS C 5.2 Cutting of trees:**

**PS C 5.2.1 Protection of Persons, Animals and Structures:**

Before commencing work in any particular area, the Contractor shall in conjunction with the Engineer's Representative compile a report on the state of repair of all adjoining fences and structures that could be affected by the Contractor's operations.

**PS C 5.2.3.2 Individual trees:**

The penalty shall be R1,000-00 per tree.

**PS C 5.3 Clearing:**

- (a) The width or area to be cleared shall be the width or area required by the Contractor for excavation, stockpiling of excavated material and construction activities, subject to the prior approval of the Engineer.
- (c) No structures, buildings, huts or other man-made obstructions shall be cleared without the written consent of the Engineer.

The contractor shall, if required, leave undamaged all obstructions and vegetation further than 4 metres from the pipe centre line and 5 metres from a structure. Where obstructions and trees are closer than the aforementioned distances the Engineer shall direct whether these are to be removed or not. In the latter case, the Engineer shall decide on the additional compensation (if any) due to the contractor for not disturbing the obstruction.

- (d) All fencing materials shall be preserved for subsequent re-erection to the original standard by the Contractor. or be replaced by the Contractor at his own cost.

Prior to cutting an existing fence a straining post with stay shall be erected at the two ends of the opening and the existing wires shall be secured to these posts. The opening shall then temporarily be closed with a folding wire gate until completion of construction when the fence shall be reinstated between the two straining posts

## **PS DB EARTHWORKS (PIPE TRENCHES)**

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### **Clause in SABS VARIATION 1200DB**

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#### **PS DB 2.3 Definitions:**

Add the following: The bedding cradle shall be all the bedding below the selected fill blanket as shown on the Drawings prepared by the Engineer.

#### **PS DB 5 CONSTRUCTION:**

##### **PS DB 5.1.2 Water in Trenches:**

Water in pipe trenches may cause movement of the pipes due to flotation and backfilling must therefore be carried out as soon as possible. Should movement of pipes occur the Contractor shall, unless otherwise directed by the Engineer, remove the pipes from the trench and relay the same, in accordance with the Specification, all at his own expense.

##### **PS DB 5.1.3 Accommodation of Traffic and Access to Properties:**

The construction procedure to be followed by the Contractor at road and rail crossings shall be subject to the prior approval of the Engineer.

##### **PS DB 5.4 Excavation:**

Replace in the second and third lines, the words "provide at least the appropriate side allowance given in Clause 8.2.3", by the following:  
"ensure that the trench sides (within trench supports and walls, if any) satisfy the alignment requirements relative to the specified pipe centreline as shown on the drawings".

##### **PS DB 5.5 Trench bottom:**

###### **Add the following paragraphs:**

Where pipe trenches are excavated by the Contractor to depths in excess of those specified, directed or indicated on the Drawings, such over-excavation shall be backfilled with suitable approved selected material in layers not exceeding 150 mm un-compacted thickness and compacted to the density of the adjacent undisturbed material or as directed by the Engineer.

Where the Engineer deems this method of backfilling inadequate he may require the over-excavation, or parts thereof, to be filled with mass concrete of the grade as directed.

All backfilling of over-excavation shall be at the Contractors expense.

The Contractor shall submit on a daily basis to the Engineer's Representative a schedule of "as excavated" trench bottom levels for trenching done on the previous day. These levels shall be taken at intervals not exceeding 50m and particularly also at horizontal bends and points of change in grade.

##### **PS DB 5.6 Backfilling:**

###### **PS DB 5.6.1 General:**

Backfilling of trenches shall not commence before the Engineer has approved the preceding operations.

- PS DB 5.6.3 Disposal of Soft Excavation Material:**  
Excess excavation material shall be disposed of in areas to be designated by the Engineer.
- PS DB 6 TOLERANCES:**
- PS DB 6.2 Moisture content and densities:**  
Accuracy Degree III shall apply, except that the requirements of Clause 6.1 of SABS 1200LB shall apply for the bedding i.e. the material below the top of the blanket cover.
- PS DB 8 MEASUREMENT AND PAYMENT:**
- PS DB 8.2 Computation of quantities:**
- PS DB 8.2.5 Please add the following clause:**  
Payment widths and depths are shown on the Drawings. The minimum width and highest permissible invert level of the trench shall be used for measurements.
- PS DB 8.3 Scheduled items**
- PS DB 8.2.2(a) Excavation:**  
Excavate in all materials for trenches, backfill, compact and dispose of surplus material  
The rate for excavation shall also cover the cost of shoring when necessary in terms of Clause 5.1.1.2 of SABS 1200D.

## **PS L MEDIUM-PRESSURE PIPELINES**

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### **Clause in SABS 1200L VARIATION**

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- PS L 2 INTERPRETATIONS:**
- PS L 2.3 Definitions:**  
Add the following:  
Pipe work. Assembled pipe, specials and fittings.
- PS L 3 MATERIALS**
- PS L 3.1 General:**  
Pipes, specials and fittings shall at all times be protected against damage by fire and storm-water.  
Pipes shall be supported during travelling on shaped and padded cradles while pipe specials shall be adequately supported and separated from each other to prevent any damage.  
At the delivery points on Site, pipes, pipe specials and fittings shall be supported on sandbags of sufficient strength, such that the undersides of the pipes and pipe specials are at least 200mm off the ground. The number and positioning of supports under the pipes shall be such as to prevent any undue pipe deflection".
- PS L 3.11 Manholes and surface boxes:**
- PS L 3.11.1 Bricks:**  
Cement bricks with a compressive strength of 14MPa that comply with the requirements of SABS 1215 may also be used.
- PS L 3.11.5 Manhole Covers and Frames:**  
Manhole covers and frames shall be of the types shown on the Drawings prepared by the Engineer. All manhole covers and frames shall have been hot dipped in an acceptable bituminous compound before despatch from the manufacturer's works.  
The bituminous compound shall comply with the recommendations contained in SABS 568.
- PS L3.11.6 Surface Boxes:**

Surface boxes shall be of cast iron and of the types shown on the drawings prepared by the Engineer.

**PS L 5**            **CONSTRUCTION:**

**PS L 5.1**        **Laying:**

**PS L 5.1.1**    **General:**

Replace the second sentence by the following:

"It shall be laid centrally on the specified pipe centreline as shown on the Drawings to comply with the tolerances of Clause 6 of this Specification".

Add new paragraph:

The Contractor's construction procedures and scheduling of activities during the day shall provide in particular for the large coefficient of expansion of oPVC pipes and the possible pulling out at joints with pipe laying during the warmer part of the day. The pipe manufacturer's requirements in this regard shall be strictly adhered to.

**PS L 5.1.2**    **Keeping Pipelines Clean:**

The Contractor shall construct and maintain the necessary mounds and furrows to prevent the ingress of storm water into the trench at all times.

**PS L 5.1.3**    **Depths and Cover:**

**Add the Following:**

The depth ranges for trenches are shown in the Schedule of Quantities. Full details of trench depths are shown on the Drawings.

Fire hydrant outlets (drain valves) shall be brought up to within the depths from the top of the hydrant cover as shown on the Drawings.

**PS L 5.4**        **Concrete casing:**

The concrete shall be 25MPa/19mm strength concrete. Pipes shall be rigidly fixed to prevent flotation during concreting. Also refer to sub-clause 5.4.5.1 of SABS 1200GA

**PS L 5.6**        **Valve and hydrant chambers:**

Details of the chambers are shown on the Drawings prepared by the Engineer.

**PS L 5.7**        **Manholes:**

**PS L 5.7.1**    **General:**

The applicable drawings shall be the Drawings prepared by the Engineer.

**PS L 6**            **TOLERANCES:**

**PS L 6.2**        **Control points:**

In the third line replace 100mm by 50mm.

**PS L 6.3**        **Alignment (plan and level):**

The deviations in horizontal and vertical alignment shall not exceed 100mm and 50mm respectively.

## **PSGA CONCRETE (SMALL WORKS)**

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**Clause in SABS VARIATION  
1200GA**

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### **PS GA 3.2 CEMENT**

#### **PS GA 3.2.1 Applicable Specifications**

CEM I and II shall not be used without prior approval from the Engineer.

#### **PS GA 3.2.2 Storage of Cement**

Cement shall not be kept in storage for longer than 12 weeks.

### **PS GA 3.4 AGGREGATES**

#### **PS GA 3.4.2 Use of Plums**

The use of plums will not be permitted.

### **PS GA 5 CONSTRUCTION**

#### **PS GA 5.1.2 Fixing**

Welding of reinforcement will not be permitted.

### **PS GA 5.2 FORMWORK**

#### **PS GA 5.2.1 Classification of Finishes**

The finish of exposed concrete surfaces shall be "Smooth" as detailed in paragraph (b) of sub-clause 5.2.1.

### **PS GA 5.4 CONCRETE**

#### **PS GA 5.4.1.2 Consistency**

The slump shall comply with the limits given in Table 2 unless otherwise shown on the Drawings.

#### **PS GA 5.4.1.5 Strength Concrete**

The concrete grade is specified on the drawings and in the Schedule of Quantities by the required minimum strength after 28 days in MPa and the maximum size of coarse aggregate in the mix; for example, Grade 25/19 of concrete denotes a concrete with a minimum crushing strength of 25 MPa after 28 days and with a 19mm maximum size coarse aggregate.

The required mix to obtain the specified strength grade will be confirmed by the Engineer.

# EMALAHLENI LOCAL MUNICIPALITY



TENDER NO: ELM 05/2023

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## **C4 SITE INFORMATION**

*Locality plan*

# EMALAHLENI LOCAL MUNICIPALITY



**TENDER NO: ELM 05/2023**

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## **C5 RELEVANT DOCUMENTATION**

The following documents are attached hereto and form part of the Contract:

- (i) Annexure A - Health and Safety Specifications
- (ii) Annexure B - Pro-forma agreement in terms of Occupational Health and Safety Act
- (iii) Annexure C - Notification of construction work
- (iv) Annexure D - Pro-forma contract between contractor and worker
- (v) Annexure E - Pro-forma attendance register
- (vi) Annexure F - Contract person days calculation format
- (vii) Annexure G - Contractor's monthly report format

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# **ANNEXURE A**

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## **Health and Safety Specifications**

# HEALTH AND SAFETY SPECIFICATIONS

## 1. OH&S MANAGEMENT

Structure and Organization of OH&S Responsibilities

### 1.1.1. 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.

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))
- 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(ii))
- Welding Supervisor (General Safety Regulation 9)
- 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.

### **1.3. 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:**

- 1) Notification of Construction Work (Construction Regulation 3.)
- 2) Copy of OH&S Act (updated) (General Administrative Regulation 4.)
- 3) Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- 4) Copy of health and safety plan (construction regulation 5 (1))
- 5) OH&S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- 6) Designs/drawings (Construction Regulation 5 (8))
- 7) 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)
- 8) 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
- Demolition Inspections
- 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.

### **1.4. 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.

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")

Arrangements for Monitoring and Review

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.

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

### **1.6.3 Reports**

The Principal Contractor is required to provide the Client with a monthly report in the format as per the attached Annexure 4: "SHE 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.

### **1.6.4 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.

Site Rules and Other Restrictions

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.

### **1.7.2. Security and Emergency Arrangements**

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period.

Access control must include the rule that non-employees 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.

### **1.8 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.

General Induction Training

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

Site Specific Induction Training

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

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

### **1.9. 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.

#### OH & S Representatives and Committees

##### 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 is 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.

##### 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.

#### **1.10.3. 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:**

- 1) Opening and welcome
- 2) Present/Apologies/Absent
- 3) Minutes of previous meeting
- 4) Matters arising from the previous minutes
- 5) OH&S Representatives Reports
- 6) Incident Reports & Investigations
- 7) Incident /Injury statistics
- 8) Other matters
- 9) Endorsement of Registers and the statutory documents by a representative of the Principal Contractor
- 10) Close/Next Meeting

## **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
- 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:** Safety Agreement

**Annexure 2:** Construction Occupational Health – Safety – Environment Audit System

**Annexure 3:** Guidelines for the development of a Health and Safety Plan.

**Annexure 4:** Guide to Risk Assessment

**ANNEXURE 1**

**EMALAHLENI LOCAL MUNICIPALITY**

**TENDER NO: ELM 05/2023**

**PANEL OF CONTRACTORS FOR CONSTRUCTION, SUPPLY AND MAINTENANCE OF STORMWATER DRAINAGE ON "AS AND WHEN BASIS" FOR A PERIOD OF 36 MONTHS IN EMALAHLENI LOCAL MUNICIPALITY**

**SAFETY AGREEMENT**

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:  
EMALAHLENI LOCAL MUNICIPALITY  
(HEREINAFTER REFERRED TO AS THE CLIENT)**

herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Client, he being duly authorized thereto

and

\_\_\_\_\_  
*(hereinafter referred to as the Mandatory)*  
herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Mandatory, he being duly authorized thereto

**WHEREAS:**

The Client and the mandatory entered into a written, alternatively oral agreement on the.....Day of  
.....20.....in terms of which the Mandatory undertook to carry out the following  
work for the client, viz. (give a short description of the type of contract work to be done as well as the address where  
work will be done)

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

*(The said contract work is hereinafter referred to as the **Work**)*

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as **the Act**) contains amongst others certain provisions with regard to the health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

## **NOW THEREFOR THE PARTIES AGREE AS FOLLOWS**

### **1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

### **2. ACKNOWLEDGEMENT BY THE MANDATARY**

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

### **3. UNDERTAKING BY MANDATARY**

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

### **4. PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

### **5. FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

### **6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA**

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed before hand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

### **g. SERVICES AND WORKING METHODS**

The written permission of the Chief Executive/Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the City Electrical Engineer of the Client before any equipment is connected to the electrical supply of the Client. All equipment shall be isolated before any equipment is connected to the electrical supply of the Client.

It shall be isolated and be provided with earth leakage protection. Electrical machinery, portable electrical tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

#### **h. EXCAVATIONS**

Written permission for excavations shall be obtained from the City Engineer of the Client and the Mandatory shall make sure of the existence and position of electrical cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

#### **9. RESTRICTION TO WORKPLACE**

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

#### **10. SUBCONTRACTORS**

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

#### **11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

#### **12. FIRST AID**

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.  
All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:
  - A**                   **South-African Red Cross Society**
  - B**                   **St. John's Ambulance Foundation**
  - C**                   **South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

**13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL**

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES/LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

**14. COMPLETION OF WORK**

Before the mandatory or his sub-contractors leaves the site they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

**15. SALVAGED MATERIAL AND EQUIPMENT**

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

**16. BREAKING OF THESE RULES AND POOR CONDUCT**

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

**17. INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

**18. CONFIDENTIALLY**

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

**19. INDEMNIFICATION BY THE MANDATORY**

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

**20. AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

**20. JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.

**PARTICULARS OF THE MANDATORY**

Name (Mandatory) \_\_\_\_\_

C.E.O. (Section 16(1)) \_\_\_\_\_

ID NO. : \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Business \_\_\_\_\_

Address of Business : \_\_\_\_\_

\_\_\_\_\_

Tel number (h) \_\_\_\_\_ (w) \_\_\_\_\_ e-mail \_\_\_\_\_

\_\_\_\_\_

Number of employees employed \_\_\_\_\_

Registration number as allocated to the Mandatory by the Workman's Compensation

Commissioner \_\_\_\_\_

Date allocated \_\_\_\_\_

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses:

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

**THE MANDATORY**

Thus done and signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

As witnesses

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Name in print)

**THE CLIENT**

Acknowledgement of receipt of the agreement:

\_\_\_\_\_  
**THE MANDATORY**

**ANNEXURE 2**  
**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 Compels. 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 actioned by Management.	
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. <b>List of Subcontractors displayed.</b> Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	

<b>Section/Regulation</b>	<b>Subject</b>	<b>Requirements</b>	<b>Yes/No</b>
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointee's competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointee's competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - 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 Structures inspected before each shift. Inspections register kept	
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 Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - 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	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: <ul style="list-style-type: none"> <li>- erect Susp.scaffolding (Scaffold Erector/s)</li> <li>- act as Susp.Scaffold Team Leaders</li> <li>- inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted</li> </ul> Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person <ul style="list-style-type: none"> <li>- after erection and before use</li> <li>- daily prior to use. Inspection register kept</li> </ul> The following tests to be conducted by a competent person: <ul style="list-style-type: none"> <li>- load test of whole installation and working parts every 12 months</li> <li>- hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept</li> </ul> Employees working on Susp.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: <ul style="list-style-type: none"> <li>- before every shift</li> <li>- after any blasting</li> <li>- after an unexpected fall of ground</li> <li>- after any substantial damage to the shoring</li> <li>- after rain. Inspections register kept</li> </ul> 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 & Cofferdams	<b>Competent person appointed in writing to supervise, control &amp; inspect the construction, installation/dismantling of caissons/coffer dams</b> Written Proof of Competence of above appointee available on Site	

Section/Regulation	Subject	Requirements	Yes/No
		Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
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 - <b>daily by operator</b> - Tower Crane/s – <b>after erection/6monthly</b> - Other cranes – <b>annually by comp. person</b> - Lifting tackle (slings/ropes/chain slings etc.) - <b>3 monthly</b> Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - 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	

Section/Regulation	<i>Subject</i>	Requirements	Yes/No
		Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept 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 Emergency Evacuation Plan developed: <ul style="list-style-type: none"> <li>- Drilled/Practiced</li> <li>- Plan &amp; Records of Drills/Practices available on Site</li> </ul> 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	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) 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)	PSE Risk Assessment carried out 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	

Section/Regulation	<i>Subject</i>	Requirements	Yes/No
Construction. Regulation 35/ Hazardous Chemical Substances ( <b>HCS</b> )	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of <b>HCS</b> 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 Inspections & Testing by Approved Inspection Authority (AIA): - 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	Operators/Drivers appointed to: - 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 thereafter. 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.	

## 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
- 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**

## **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/mandatories
- 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)

## ANNEXURE 3

### GUIDE TO RISK ASSESSMENT

#### 1. HOW TO DO IT?

#### 2. 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 considering 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

#### 3. HOW SERIOUS IS IT?

PROBABILITY	CONSEQUENCES
A Common	1 Fatality or permanent disability
B Has Happened	2 Major injury
C Could Happen	3 Average Lost Time Injury
D Not Likely	4 Minor Injury
E Practically impossible	5 Medical Treatment or less

**C  
O  
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S  
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Q  
U  
E  
N  
C  
E**

**PROBABILITY**  
**A      B      C      D      E**

<b>1</b>	1	2	3	4	5
<b>2</b>	2	3	4	5	6
<b>3</b>	3	4	5	6	7
<b>4</b>	4	5	6	7	8
<b>5</b>	5	6	7	8	9

Risk Rating:

1 - 3 = Serious  
 4 - 5 = High  
 6 - 7 = Moderate  
 8 - 9 = Acceptable

**ACTION**  
 Immediate (within 1 week)  
 Within 1 month  
 > 4 weeks  
 No action

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## **ANNEXURE B**

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**Pro-forma agreement in terms of Occupational Health and Safety Act**

**PRO-FORMA AGREEMENT IN TERMS OF**

1.

2. **OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)**

3.

**NEW CONSTRUCTION SAFETY REGULATIONS**

4. The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

5.

6. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

7.

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

8.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

9.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

10.

(d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

11.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

12.

(f) Forward "safety meeting" minutes to the representative/Agent.

For the Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: (1): \_\_\_\_\_ (2) \_\_\_\_\_

For the Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: 1): \_\_\_\_\_ 2) \_\_\_\_\_

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# **ANNEXURE C**

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**Notification of construction work**

## ANNEXURE 1

### APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

[In terms of Regulation 3(2) of Construction Regulations, 2014]

This application must be submitted with the following documents:

1. Health and Safety specification.
2. Health and Safety plan.
3. Baseline risk assessment.

1. Name, postal address and telephone numbers of the client:

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2. Details of the Agent.

- a. Title, Surname and Initials. \_\_\_\_\_
- b. Identity number/ Passport Number \_\_\_\_\_
- c. Registration number with SACPCMP \_\_\_\_\_
- d. Office Tel. number and/or Mobile number \_\_\_\_\_
- e. Postal address. \_\_\_\_\_  
\_\_\_\_\_

3. Name, postal address and telephone numbers of the appointed principal contractor:

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4. Name, postal address and telephone numbers of designer of the project:

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5. Name, postal address and telephone numbers of the following persons:

a. Construction Manager:

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b. Construction Health and Safety Manager:

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c. Construction Health and Safety Officer:

\_\_\_\_\_

6. Exact physical address of the construction and site office:

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

7. Nature of construction work:

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

8. Expected commencement date:

\_\_\_\_\_

9. Expected completion date:

\_\_\_\_\_

10. Estimated maximum number of persons on the construction site:

\_\_\_\_\_

11. Planned number of contractors on site accountable to principal contractor:

\_\_\_\_\_

12. Name(s) of contractors appointed:

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

13.

\_\_\_\_\_  
Signature of Client/Client's Agent

14.

\_\_\_\_\_  
Signature of the Principal Contractor

**FOR OFFICE ONLY**

<b>Authorization</b> <b>/Unique No.</b>	<b>LABOUR CENTRE</b>	<b>OFFICIAL APPROVAL STAMP</b>
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15. Date of application: \_\_\_\_\_

16. Submitted documents prescribed in Construction Regulation 5(4) (Please Tick ):

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	
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17. Result of the application (Please Tick ): **Approved**  **Declined**

18. Reason for declining the application:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

19. \_\_\_\_\_  
Signature of the Supervisor

20. \_\_\_\_\_  
Signature of revoking Officer/ Inspector

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## **ANNEXURE D**

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**Pro-forma Contract between Contractor and Worker**

## SPECIAL PUBLIC WORKS PROGRAMMES

### CONTRACT OF EMPLOYMENT BETWEEN

#### CONTRACTOR

Name:

Address:

ID:

AND

#### WORKER

Name:

Details

ID:

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where you will be employed is located at .....

The contract will start on .....

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

- a) If the contractor does not get additional contracts from the SPWP.
- b) Funding for the programme in your area comes to an end.
- c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a ..... within the team.

7 While you are working you will report to .....

8 Payment

- a) You will be paid a fixed amount of R..... for completing a fixed amount of work.
- b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.
- c) You will only be paid for work completed.
- d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.
- e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.
- f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms your contract may be terminated.

10 Signatures:

Signed on this day ..... of ..... 20...

Contractor: ..... Date: .....

Worker: ..... Date: .....

Witness: ..... Date: .....

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# **ANNEXURE E**

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**Pro-forma Attendance Register**



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## **ANNEXURE F**

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**Contractor's monthly report format**

## CONTRACTOR'S MONTHLY REPORT

### Part 1

Tender number:	ELM 05/2023
Project name:	Panel of contractors for construction, supply and maintenance of stormwater drainage on "as and when basis" for a period of 36 months in Emalahleni Local Municipality
Project description:	Panel of contractors for construction, supply and maintenance of stormwater drainage on "as and when basis" for a period of 36 months in Emalahleni Local Municipality
Contract number:	
Name of Contractor:	
Payment certificate number:	
For month ending:	
Date of report:	

*The Contractor's monthly report comprises an integral part of the Contractor's payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. "NO REPORT – NO PAYMENT".*

Attachments:

**Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project**

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule





## Part 4

## LOCAL LABOUR AND SUPPLIER SCHEDULE

## 1. Summary of day tasks worked and amount spent on local labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked <i>Total of 3(A) from Part 3 for each week</i>	Total Amount Paid <i>Total of 3(B) from Part 3 for each week</i>
1			
2			
3			
4			
5			
Total this month			

## 2. Summary of amount spent on local labour to date

1. Previous amount spent on local labour (from previous claim)	R
2. Amount spent on local labour this month (from total above)	R
3. Total amount spent on local labour to date (3) = (1+2)	R

## 3. Local labour schedule

Summary of Local Labour Employed <i>Refer to Part 2</i>	Number of local workers who worked on the project to date	% of Total
1. Total number of <b>individual local workers</b> who have worked on the project		100%
2. Number of <b>local youth</b> (35 yrs and under) (columns B plus D)		
3. Number of <b>local women</b> (columns A plus B)		

## 4. Summary of amount spent on local suppliers to date

1. Previous amount spent on local suppliers (from previous claim)	R
2. Amount spent on local suppliers this month (from total above)	R
3. Total amount spent on local suppliers to date (3) = (1+2)	R

Completed by:

.....  
*Signed*.....  
*initials and surname*.....  
*Capacity*.....  
*date*


Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2