



Contract No.: BM02/21/22

A Tender for Category 6GB PE or higher CIDB Registered Contractors

## CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6

The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:  
(section related to the table below be fully completed, however it will not form part of the evaluation criteria)

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Office furniture</b>	
• Office desk (drawers) with timber top on steel frame	100%
• Stacker upholstered chair- 4 legged without arms	100%

Name of Tenderer : \_\_\_\_\_

Name of duly authorised person : \_\_\_\_\_

Address : \_\_\_\_\_

Tel. Number : \_\_\_\_\_

Cell number : \_\_\_\_\_

Fax number : \_\_\_\_\_

E-mail : \_\_\_\_\_

Receipt number : \_\_\_\_\_

ISSUED BY:

PREPARED BY:

**BLOUBERG MUNICIPALITY**  
P.O.BOX 1593  
**SENWABARWANA**  
0790

**SIZEYA CONSULTING ENGINEERS**  
P/Bag X9676  
**Polokwane**  
0699

Tel: (015) 505 7100  
Fax: (015) 505 0296

Tel: 015 291 1020  
Fax: 015 295 7756



**Contract No.: BM02/21/22**

# **THE TENDER**

**for**

**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**

**CLOSING DATE: 14 MAY 2020**

**CLOSING TIME: 11h00**

**ISSUED BY:**



Blouberg Municipality  
P.O.Box 1593  
Senwabarwana  
0790

Tel: (015) 505 7100

**PREPARED BY:**



Sizeya Consulting Engineers  
Postnet Suite 141  
Polokwane  
0700

Tel: (015) 291 1020

Fax: 015) 295 7756

E-mail: [info@sizeya.co.za](mailto:info@sizeya.co.za)

## CHECKLIST WHEN SUBMITTING BID PROPOSAL/DOCUMENT

### DESCRIPTION OF TENDER: CONSTRUCTION SENWABARWANA SPORTS COMPLEX PHASE 6 (BM02/21/22)

#### A TENDER FOR CATEGORY 6GB PE OR HIGHER REGISTERED CONTRACTORS ENSURE THAT PRIOR TO SUBMITTING THE TENDER TO THE MUNICIPALITY THE FOLLOWING INFORMATION IS COMPLETED AND ATTACHED

Please indicate <b>YES</b> or <b>NO</b> ✓ Place a Tick in the appropriate column	<b>YES</b>	<b>NO</b>
Attach Valid Proof of registration with the Construction Industry Development Board (CIDB), Joint Venture Agreement in cases of a Joint Venture (in case of JV, ENSURE THAT THE LEAD PARTNER'S AS WELL AS JV PARTNERS CRS NUMBERS ARE INDICATED ON THE FORM (printouts may be submitted as well)		
Attach Joint Venture Agreement in cases of a Joint Venture		
Signed Letter of authority on Company Letterhead is attached		
Attached Company Profile with list of experience projects and traceable references		
Valid Tax Clearance Certificate: In the case of Bidder/ Consortia/JV: Did each party submit a separate proof of TCS / PIN / CSD numbers		
B-BBEE Certificate IN Cases of Joint Ventures submit CONSOLIDATED CERTIFICATE		
B-BBEE Certificate: In the case of Bidder/ Consortia/JV:		
Attached Company Registration certificate, Certified copies of ID Documents for members/ Directors of Company		
Attached proof of Municipal account in good standing for both company and Directors		
Submit B-BBEE Certificate for Sub-contracting companies/Certified Copy/Original.		
Did you Tamper with the document		
Is the tender document printed as per colour coding shown on table of content (Content Volume 1)		
Used correction fluid		
Are mistakes made on the prices/form of offer inclusive of vat crossed out in ink and altered on each and every price		
Is the form of offer fully completed and signed by the authorized signatory		
Attach Valid Proof of registration with the Compensation for Occupational Injuries and Diseases Act (COIDA)		
Proof of Registration on the National Treasury Website (Summary of Central Supplier Database/CSD report) Report)		
Are all addenda issued completed and returned (if applicable)		
Certified Copies of Appointment Letter(s) and Completion Certificate(s) of Relevant Projects		
Fully completed and signed MBD1to MBD 9 forms (Section T2.2 Returnable on the tender document)		
Did Bidder attach, Signed audited annual financial statements, for the past three financial years		
Did the bidder attend the compulsory site briefing?		

## DOCUMENT LAYOUT

### CONTENT VOLUME 1

SECTION	HEADING	COLOUR
<b>PART 1: THE TENDER</b>		
<b>PART T1</b>	<b>TENDERING PROCEDURES</b> SECTION T1.1: TENDER NOTICE AND INVITATION TO TENDER SECTION T1.2: TENDER DATA SECTION T1.2.1: CONDITIONS OF TENDER SECTION T1.2.2: TENDER DATA SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER	WHITE PINK PINK PINK WHITE
<b>PART T2</b>	<b>RETURNABLE DOCUMENTS</b> SECTION T2.1: LIST OF RETURNABLE DOCUMENTS SECTION T2.2: RETURNABLE SCHEDULES	YELLOW YELLOW
<b>PART 2: THE CONTRACT</b>		
<b>PART C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b> SECTION C1.1: FORM OF OFFER AND ACCEPTANCE SECTION C1.2: CONTRACT DATA SECTION C1.2.1: EMPLOYER TO CONTRACTOR (EC) SECTION C1.2.2: CHANGES TO JBCC PBA SECTION C1.2.3: CONTRACTOR TO EMPLOYER (CE) SECTION C1.3: CONSTRUCTION GUARANTEE (PRO-FORMA) SECTION C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT BETWEEN EMPLOYER AND CONTRACTOR SECTION C1.5: SAMPLE AGREEMENT BETWEEN CONTRACTOR AND COMMUNITY LIASON OFFICER (CLO)	YELLOW  YELLOW YELLOW YELLOW WHITE WHITE  WHITE
<b>PART C2:</b>	<b>PRICING DATA</b> SECTION C2.1: PRICING INSTRUCTIONS SECTION C2.2: BILLS OF QUANTITIES	YELLOW YELLOW
<b>PART C3:</b>	<b>SCOPE OF WORKS</b> SECTION C3.1: DESCRIPTION OF WORKS SECTION C3.1.1: EMPLOYER'S OBJECTIVES SECTION C3.1.2: LOCATION OF WORKS SECTION C3.1.3 OVERVIEW AND EXTENT OF WORKS SECTION C3.2: ENGINEERING SECTION C3.2.1: DRAWINGS SECTION C3.3: PROCUREMENT SECTION C3.3.1: PREFERENTIAL PROCUREMENT PROCEDURES SECTION C3.3.2: COMMUNITY LIAISON OFFICER SECTION C3.4: CONSTRUCTION SECTION C3.4.1: WAYLEAVES, PERMISSION AND PERMITS SECTION C3.4.2: CONSTRUCTION STANDARDS SECTION C3.5: MANAGEMENT SECTION C3.5.1: PLANNING AND PROGRAMMING SECTION C3.5.2: HEALTH AND SAFETY SECTION C3.6: POLICY SUPPLY CHAIN MANAGEMENT SECTION C3.7: MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES	BLUE BLUE BLUE  BLUE  BLUE BLUE  BLUE BLUE  BLUE BLUE WHITE WHITE
<b>PART C4:</b>	SECTION C4 : SITE INFORMATION	WHITE

**CONTENT VOLUME 2  
DRAWING LIST**

NO.	DRAWING NO. AND DISCRIPTION		COLOUR
<b>PART 3: DRAWING LIST</b>			
<b>SECTION A. GENERAL DRAWINGS</b>			
1	S35.2-G-DL-000	DRAWING LIST	White
2	S35.2-G-LP-001	LOCALITY PLAN	White
3	S35.2-G-GL-001	GENERAL LAYOUT PLAN	White
<b>SECTION B. GRANDSTAND DRAWINGS</b>			
4	S35.2-B-LP-001	3256 SEATER GRAND STAND LAYOUT PLAN	White
5	S35.2-B-EL-001	GRAND STAND ELEVATION 3D (CONCEPT)	White
6	S35.2-B-EL-002	GRAND STAND FRONT AND BACK ELEVATIONS (CONCEPT)	White
7	S35.2-B-EL-003	GRAND STAND SECTIONS (CONCEPT)	White

# THE TENDER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## TABLE OF CONTENTS

<u>Reference</u>	<u>Colour</u>	<u>Page No</u>
<b><u>Volume 1:</u></b>		
<b>THE TENDER.....</b>		<b>1</b>
<b>PART T1: TENDERING PROCEDURES .....</b>		<b>3</b>
Section T1.1: Tender Notice and Invitation to Tender	White .....	4-6
Section T1.2: Tender Data	Pink.....	7
Section T1.2.1: Conditions of Tender	Pink.....	
Section T1.2.2: Tender Data	Pink.....	7-25
Section T1.2.3: CIDB Standard Conditions of Tender	White .....	26-41
<b>PART T2: RETURNABLE DOCUMENTS .....</b>		<b>42</b>
Section T2.1: List of Returnable Documents	Yellow .....	43-46
Section T2.2: Returnable Schedules	Yellow .....	48-125

# PART T1: TENDERING PROCEDURES

For a proposed **BLOUBERG MUNICIPALITY**  
contract between

**(the Employer)**

and

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**(the Contractor)**

for **CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX  
PHASE 6**



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

**FOR:**  
**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**

**BID NO.: BM02/21/22**

**INVITATION AND SCOPE OF WORK:**

The project entails the upgrading of Senwabarwana sports complex situated in Blouberg Municipality within the jurisdiction of Capricorn District

**CONDITIONS:**

Bidders shall be registered with the Construction Industry Development Board (CIDB) and should have a minimum CIDB Contractor grading of **6GB PE** or higher.

**Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond:**

- a) **An EME or QSE**

Preferential Procurement Policy Framework Act (PPPFA), Act no. 5 of 2000 and its associated Regulations of 2017. The **80/20** Preference Point system will be applied where a maximum of Eighty (80) tender adjudication points will be awarded for price and Twenty (20) points will be awarded for preference.

Bid documents shall be made available on the website from, the 21<sup>ST</sup> April **2021**.

**A COMPULSORY TENDER BRIEFING/ SITE INSPECTION MEETING** Briefing will be held on the 21<sup>st</sup> April 2021 at Senwabarwana sports complex

**Closing date and time** for the receipt of completed bid documents are 14 May **2021** at **11H00 am**

Tenders must remain valid for a period of **90 days** after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the client.

The original and completed bid document shall be placed in a sealed envelope clearly marked:

## **CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**

**SUBMITTING OF TENDERS – PLEASE NOTE:** Tenders can only be submitted in the Tender Box in **BLOUBERG MUNICIPALITY, RECEPTION AREA.**

Tenders will be received on the closing date and time shown above. All tenders must be enclosed in sealed envelopes bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be deposited in the tender box at the reception area of the Municipal Office in Senwabarwana.

**No telephonic or any other form of communication relating to this bid will be permitted with any other staff by bidders other than with the named individuals stated below.**

**All enquiries regarding this bid must be directed to:**

**ENQUIRIES – TECHNICAL RELATED:**

Sizeya Consulting Engineers

**Mr Rofhiwa Ravele**

Tel: (015) 291 1020

Fax: (015) 295 7756

E-mail: [info@sizeya.co.za](mailto:info@sizeya.co.za)

Or

**Rabumbulu MH (PMU Manager)**

Tel: (015) 505 7100,

Fax: 015 505 0568/0296

E-mail: [RabumbuluM@blouberg.gov.za](mailto:RabumbuluM@blouberg.gov.za)

**ENQUIRIES – SUPPLY CHAIN MANAGEMENT RELATED:**

**Makobela MM (SCM Manager)**

Tel: (015) 505 7100,

Fax: 015 505 0568/0296

E-mail: [MakobelaM@blouberg.gov.za](mailto:MakobelaM@blouberg.gov.za)

public opening will be held ON THE 14<sup>TH</sup> May 2021 at the municipal council chamber. No late submissions will be considered. Telegraphic, telexed, facsimiled or e-mail submissions will not be accepted. Failure to meet the

**mandatory requirements** required in this Bid will result in the submissions being deemed null and void and shall be considered non-responsive.

#### TENDER BOX INFORMATION

**BID NO.:** BM02/21/22                      **CLOSING DATE:** 14 MAY 2021

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA  
(BLOUBERG MUNICIPALITY)**

**TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT  
BE ACCEPTED FOR CONSIDERATION.**

**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE**

Tender Documents must be deposited in the tender box at the reception area of our Municipal Office in Senwabarwana, in a sealed envelope clearly marked with Project Name and Number

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

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***SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE***

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**\*Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed to have the same meaning as the words "Tender" or "Tenderer"

# SECTION T1.2: TENDER DATA

## SECTION T1.2.1: CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender July 2015** as contained in **Section T1.2.3**.

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 July 2015 to which it mainly applies.

## SECTION T1.2.2: TENDER DATA

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

**The additional Conditions of Tender are:**

Item	Data
<b>F.1</b>	<b>GENERAL ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</b>
F.1.1	<p><b>Actions</b></p> <p>The Employer is the “Blouberg Municipality”.                      The term “bid” in the context of this standard is synonymous with term “tender”.</p>
F.1.2	<p><b>Tender Documents</b></p> <p>This document (<b>Volume 1 &amp; 2</b>) in which are bound the Tendering Procedures, Returnable Documents, Agreements and Contract Data, Pricing Data, Scope of Works, Site Information and Drawings</p>
F.1.3	<p><b>Interpretation</b></p> <p>Add the following new clause: “1.3.3”                      The tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.</p>
F.1.4	<p><b>Communication and Employer’s Agent:</b></p>
	<p><b>The Employer’s Agent is:</b></p> <p><b>Company</b> : Sizeya Consulting Engineers</p> <p><b>Address</b> : 06 Hans van Rensburg, Office No. 14, Polokwane, 0700</p> <p><b>Tel No.</b> : 015 291 1020  <b>Fax No.</b> : 015 295 7756</p> <p><b>E-mail</b> : <a href="mailto:info@sizeya.co.za">info@sizeya.co.za</a></p>

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.1	<b>Eligibility:</b>	<p>Only those Tenderers who are registered with the CIDB, or are capable of doing so prior to the evaluation of submissions in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>6 GB PE</b> or Higher Class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that they comply with all three of the following conditions:</p> <ol style="list-style-type: none"> <li>1. Every member of a joint venture is registered with the CIDB.</li> <li>2. The lead partner has a contractor grading designation of <b>not lower than one level below</b> the required grading designation of <b>6GB PE</b> of construction work.</li> <li>3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation determined in accordance with the sum tendered for a <b>6GB PE</b> class of construction work, is eligible to submit tenders.</li> </ol>
F.2.2	<b>Cost of Tendering:</b>	<p>Add the following to the clause:</p> <p>“Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer’s Agent.”</p>
F.2.5	<b>Reference documents:</b>	<ul style="list-style-type: none"> <li>• The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 (Government Gazette No 37305 of 7 February 2014, Notice No R10113). This document is obtainable separately, and Tenders shall obtain their own copies.</li> <li>• COVID 19 occupational Health and Safety measures in workplaces COVID-19 (C19 OHS), 2020</li> <li>• The standard specifications for civil engineering construction (SANS 1200). This document is available separately from the South African bureau of standards and tenderers shall obtain their own copy.</li> <li>• Part of Joint Building Contract Committee</li> <li>• General Condition of Contract (3<sup>rd</sup> edition 2015).</li> <li>• Civil Engineering Quantities 1990(H005/90).</li> <li>• SANS 1921-1: 2004 parts 1,2, &amp; 3 and Construction &amp; Management requirements for works contract.</li> </ul> <p>Tenderers, Contractors and Sub-contractors shall obtain their own copies of this document for tendering purposes and for use for the duration of the Contract</p>
F.2.7	<b>Clarification meeting:</b>	<p>Compulsory clarification meeting will be held on the 21<sup>ST</sup> April 2021 at 11h00 in Senwabarwana sports complex</p>
F.2.8	<b>Seek clarification:</b>	<p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Official or the Employer’s Agent indicated in the Tender Notice and Invitation to Tender in writing at least 5 (five) working days before the closing time stated in the foregoing notice and clause 2.15.”</p>

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.9	<b>Insurance:</b>	<p>Add the following to the clause:  "Accept that the submission of a Tender shall be construed as an acknowledgement by the Employer that he/she is satisfied with the insurance cover that the Contractor will have to effect Contract Works Insurance to be limited to the the Tender amount including VAT plus 20%, and Public Liability to be limited to <b>R 2 000 000,00</b> under the contract</p> <p>The Employer will not provide for any insurance as it will be provided for by the Contractor.</p>
F.2.11	<b>Alterations to documents:</b>	<p><b>Add the following to the clause:</b>  <b>"In the event of mistakes having been made on the prices inclusive of VAT it must be crossed out in ink at each and every price alteration on the form of offer and be accompanied by an initial.</b></p> <p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid must be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the Tender as a whole will not be considered.</p> <p>Tampering with or taking apart the bound document is strictly prohibited. <b>All additional documentation must either be stapled into the tender document or attached in a separate file."</b></p> <p><b>The client will reject the bid if the above conditions are not adhered to.</b></p>
F.2.13	<b>Submitting a tender offer</b>	
	F.2.13.1	Each Tenderer is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
	F.2.13.2	Return all returnable documents to the employer after completing them in their entirety, by writing legibly in non-erasable ink.Failure to adhere to this the bid will be disqualified.
	F.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English.

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
	F.2.13.4	<p>Add the following to the clause:  “Only duly authorised signatories must sign the original and all copies of the tender offer where required in terms of 2.13.3.</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated on the company letter head.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSED CORPORATION</b> submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such an authorisation shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE</b> submitting a tender, must include a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”</p> <p><b>Accept that failure to submit proof of Authorisation to sign the tender shall result in a Tender Offer being regarded as non-responsive</b></p>
	F.2.13.5	<p>The Employer's address for delivery of tender offers:</p> <p><b>Blouberg Municipality</b></p> <p><b>2<sup>nd</sup> Building Mogwadi, Senwabarwana Road, Senwabarwana, 0790</b></p> <p><b>SUBMITTING OF TENDERS – PLEASE NOTE: . Tender Documents must be deposited in the tender box at the reception area of our Municipal Office in Senwabarwana, in a sealed envelope clearly marked with Project Name and Number.</b></p>
	F.2.13.6	A two-envelope procedure will NOT be followed.
	F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.14	<b>Information and Data to be completed in all respects:</b>	<p>Add the following to the clause:  “Accept that the Employer shall in the evaluation of tenders take due account of the Tenderer’s past performance in executing for similar works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and Principal Agent as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, by furnishing details in <b>Section T2.2</b>.</p> <p>Accept that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p>
F.2.15	<b>Closing time:</b>	The closing date and time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	<b>Tender offer validity:</b>	<p>The tender offer validity period is <b>90</b> days.  Add the following to the clause:</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
F.2.17	<b>Clarification of tender offer after submission</b>	The Tenderer shall provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of arithmetical errors by the adjustment of certain rates or items prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
F.2.18	<b>Provide other material</b>	The Tenderer shall provide, on request by the employer , any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.
F.2.19	<b>Inspections, tests and analysis:</b>	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.20	<b>Submit securities, bonds and policies:</b>	If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.



Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.2.23	<b>Certificates:</b>	<p>The following certificates/ information may be provided with the tender offer:</p> <ul style="list-style-type: none"> <li>a) Copy of Certificate of Incorporation (if tenderer is a Company), e.g. CM1, CM29, or CM44</li> <li>b) Copy of Founding Statement (if tenderer is a Closed Corporation), e.g. CK1, or CK2</li> <li>c) Copy of Partnership Agreement (if tenderer is a Partnership)</li> <li>d) Copy of Identity Document (if tenderer is a One-man concern)</li> <li>e) Copy of Deed of Trust (If a trust is involved).</li> </ul> <p>In cases where the tenderer has failed to submit any of the documents above with the tender, the client reserves the right to, at any time after the closure of the tender, but before the award of the tender, request the tenderer to provide the outstanding documents within 5 (five) calendar days from the date of notification.</p>
<b>ADD THE FOLLOWING NEW CLAUSES:</b>		
"2.24	<b>Canvassing and obtaining of additional information by tenderers:</b>	<p>Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders, but prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
"2.26	<b>Awards to close family members of persons in the service of the state</b>	<p>In order to adjudicate fairness or eligibility, the questionnaire for the declaration of interests in the tender of persons in service of state in <b>Section T2.26 – Form F</b> must be completed."</p>

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

F.2	TENDERER'S OBLIGATIONS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
"2.28	<b>TAX</b>	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no tcs is available but the bidder is registered on the central supplier database (CSD), a csd number must be provided.</p>
"2.29	<b>CSD – National Treasury Central Supplier Database (CSD) Registration</b>	<p>Bidders must register on the central supplier database (CSD) to upload mandatory information namely: ( business registration/ directorship/ membership/identity numbers; tax compliance status; and banking information for verification purposes). B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p> <p>Where a bidder is not registered on the CSD, mandatory information namely: (business registration/ directorship/ membership/identity numbers; Tax compliance status may not be submitted with the bid documentation. B-BBEE certificate or sworn affidavit for B-BBEE must be submitted to bidding institution.</p> <p><b>NB: PLEASE TAKE NOTE OF THE FOLLOWING:</b></p> <p><b>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender. The certificate must clearly depict QSE or EME on the score card.</b></p> <p><b>"Certificates issued by IRBA and Accounting Officers have been discontinued; however valid certificates already issued before 1 January 2017 may be used until they phase out completely by December 2017"</b></p>

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

2.30	<b>Tender Participation Goals</b>	<p>It is a requirement of this contract that work be executed in such a manner so as to maximise the use of local labour intensive construction methods .</p> <p>Local labour target:</p> <ul style="list-style-type: none"> <li>• 10% target is to be achieved on employment of unskilled local labour.</li> </ul> <p>The contractor must submit monthly labour reports to client.</p> <p>Contractors to adhere to the labour rate of <b>R165 per day</b>. Contractors to ensure that <b>Section T2.2.24 - Form X</b>, must be completed. In case where the contractor has not completed the form at close of tender, client must request the contractor to complete the form, failure by the contractor to conform to client's request will be seen as being non-compliance.</p> <p>Subcontracting Target:</p> <p>It is a requirement of this contract that work be executed in such a manner so as to maximise the local service provider for various services during construction</p> <p>Subcontracting:</p> <p><b>NB!</b></p> <ul style="list-style-type: none"> <li>• <b>It is advisable for the Contractor whose offices are outside Blouberg Municipality to enter into a joint venture agreement with the local contractor.</b></li> <li>• <b>In case where the main contractor whose address is outside Blouberg Municipality submit the bid without local JV agreement, the appointed Contractor will be advised to enter into a sub contracting agreement with local subcontractors prior to the signing of Service Level Agreement with the Employer.</b></li> <li>• All appointments of the local service providers done after commencement of works must be done through the involvement of the Employer</li> </ul> <p>The local service providers must meet following selection criteria:</p> <p>(a) an EME or QSE;</p> <p>This gazette is also available free online at <a href="http://www.gpwonline.co.za">www.gpwonline.co.za</a>  28 No. 40553 GOVERNMENT GAZETTE, 20 JANUARY 2017  9</p> <p>(b) an EME or QSE which is at least 51% owned by black people;  (c) an EME or QSE which is at least 51% owned by black people who are youth;  (d) an EME or QSE which is at least 51% owned by black people who are women;  (e) an EME or QSE which is at least 51% owned by black people with disabilities;  (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;  (g) a cooperative which is at least 51% owned by black people;  (h) an EME or QSE which is at least 51% owned by black people who are military veterans;  or (i) more than one of the categories referred to in paragraphs.</p>
2.31	<b>Local Content Declaration</b>	<p>Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.</p> <p>Regulation 8.(2) prescribes that where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a</p>

Contract: BM02/21/22  
Part T1: Tender Procedures  
Section T1.2: Tender Data

		stipulated minimum threshold for local production and content will be considered. (as indicated in <b>SBD 6.2 – Section T2.2.23 Form W</b> )
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<b>F.3 THE EMPLOYER’S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER</b>		
F.3.1	<b>Respond to requests from the Tenderer:</b>	Replace the contents of the clause with the following: “Respond to a request for clarification received up to <b>five (5)</b> working days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
F.3.2	<b>Issue Addenda:</b>	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until <b>five(5) working days before the tender closing time</b> stated in the Tender Data. If , as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and,shall then notify all tenderers who drew documents.
F.3.3	<b>Return late tender offers</b>	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
F.3.4	<b>Opening of tender submissions:</b>	The closing date and time for receipt of tenders is: <b>14 May 2021 at 11h00 am</b>  Tenders will be received on the closing date and time shown, must be enclosed in a sealed envelope bearing the applicable tender heading and contract number, as well as the closing time and due date, and must be addressed to the:  <b>Blouberg Municipality at Senwabarwana</b>  Public opening will be held on the 14 <sup>th</sup> May 2021 at municipal council chamber
F.3.9.2	<b>Arithmetic Errors</b>	Should there be a discrepancy between the amount in words and the amount in figures then the amount in figures shall govern.

F.3	THE EMPLOYER'S UNDERTAKINGS ADDITION OR VARIATION TO STANDARD CONDITION OF TENDER	
F.3.6	<b>Evaluation of Tenders:</b>	<p>Tenders will be evaluated in terms of the evaluation criteria stipulated:</p> <ul style="list-style-type: none"> <li>(a) Prequalification criteria</li> <li>(b) Evaluation for mandatory criteria</li> <li>(c) Evaluation in terms of Functionality</li> <li>(d) Evaluation in terms of 80/20 preference point system.</li> </ul> <p>The tender evaluation method to evaluate all responsive tender offers will be <b>Method 4 (Financial Offer, Quality &amp; Preferences)</b></p> <p>Only tenderers who meet the following Pre-Qualification criteria for Preferential Procurement may respond:</p> <ul style="list-style-type: none"> <li>I. An EME or QSE</li> </ul>

Apply the **80/20** Preference Point system where a maximum of **Eighty (80)** tender adjudication point be awarded for price. **Twenty (20)** points will be awarded for preference in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Regulation, 2017. See section T2.2.8, Form B for the Preference model.

The financial offer will be scored in terms of formula 2, option 1 of the Standard Conditions of Tender (Section T1.3 of the document).

Each of the evaluation criteria will be assessed in terms of five indicators being:  
 1 = Poor , 2 = Average, 3 = Good, 4 = Very good and 5 = Excellent.

Method 4: Financial Offer, Quality & Preferences.	<p>Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data.</p> <p>Score tender evaluation for financial offer.</p> <p>Confirm that tenderers are eligible for preferences claimed, and if so score tender evaluation points for financial offer.</p> <p>Calculate total tender evaluation points.</p> <p>Rank tender offers from the highest to number of evaluation points to the lowest.</p> <p>Recommend tenderer with the highest number of tender evaluation points for the contract, unless there are compelling and justifiable reasons not to do so.</p>
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**Contract: BM02/21/22**  
**Part T1: Tender Procedures**  
**Section T1.2: Tender Data**

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<b>Criterion</b>	<b>Weight</b>	<b>Value</b>	<b>Comment / Remarks</b>
Relevant Similar experience on Structural works.i.e Concrete Grand Stand for Stadiums (Section T2.2, Form O1)	15		
Relevant Similar experience on structural works.i.e Multi-Storey Building Construction (Section T2.2, Form O2)	10		
Relevant Similar experience on Concrete Bridges (Section T2.2, Form O3)	15		
<b>Total</b>	<b>40</b>		
Construction programme(Section T2.2, Form S)	5		
<b>Total</b>	<b>05</b>		
<b>Capacity / Technical Expertise</b>			
Construction Manager (Section T2.2, Form Q)	15		
Assistant Construction Manager (Section T2.2, Form Q)	10		
Construction Health and Safety Officer(Section T 2.2,Form Q)	10		
<b>Total</b>	<b>35</b>		
Mobile Crane minimum 40 ton	04		
Double Drum Roller Compactor (Walk-Behind)	01		
Rammer Compactor	01		
10 000l Water Tanker	01		
TLB	02		
Mobile Concrete Mixer (Side Tilt)	01		
<b>Total</b>	<b>10</b>		
<b>GRAND TOTAL</b>	<b>90</b>		

The proposal will be evaluated individually on score sheets, by a representative evaluation panel according to the evaluation criteria indicated above. All service providers who scored less than **75 out of 90** points for functionality will not be considered further.

**QUALITY CRITERIA**

NO.	CRITERIA	WEIGHT	INDICATE VALUE	TOTAL
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1(a)	<p><b>RELEVANT SIMILAR ON STRUCTURAL WORKS (CONCRETE GRAND STANDS FOR STADIUMS)</b></p> <p>Tenderers are required to demonstrate relevant past experience and competency and attach appointment letter and final completion certificate for each completed project. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last ten (10) years.</p> <p><b>Successful completion of Relevant similar experience on CIVIL ENGINEERING CONSTRUCTION PROJECTS EXPERIENCE. (CONCRETE GRAND STANDS FOR STADIUMS) in the last 10 years.</b></p> <p><b>NB: Tenderers should attach both appointment letter and final completion certificates for each completed project.</b></p> <table border="1" data-bbox="167 672 1209 884"> <tr> <td><b>Poor (score 1)</b></td> <td>The tenderer, has not provide any information has failed to address the question and has not provided any proof of completing a similar experience</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>Two (2) relevant similar experience</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>Three(3) relevant similar experience</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>Four(4) relevant similar experience</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>More than five(5) relevant similar experience</td> </tr> </table>	<b>Poor (score 1)</b>	The tenderer, has not provide any information has failed to address the question and has not provided any proof of completing a similar experience	<b>Average (score 2)</b>	Two (2) relevant similar experience	<b>Good (score 3)</b>	Three(3) relevant similar experience	<b>Very Good (score 4)</b>	Four(4) relevant similar experience	<b>Excellent (score 5)</b>	More than five(5) relevant similar experience	15		
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1(b)	<p><b>RELEVANT SIMILAR (STRUCTURAL WORKS MULTI STOREY BUILDING CONSTRUCTION)</b></p> <p>Tenderers are required to demonstrate relevant past experience and competency and attach appointment letter and final completion certificate for each completed project. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last ten (10) years.</p> <p><b>Successful completion of Relevant similar experience on Structural works (Multi-Storey Building projects) in the last 10 years.</b></p> <p><b>NB: Tenderers should attach both appointment letter and completion certificate for all completed projects</b></p> <table border="1" data-bbox="164 672 1189 1064"> <tr> <td><b>Poor (score 1)</b></td> <td>One (1) relevant (Multi Storey Building Project) structural works projects executed by the contractor in the past 10 years</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>Two (2) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>Three (3) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>Four (4) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>More than five (5) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years</td> </tr> </table>	<b>Poor (score 1)</b>	One (1) relevant (Multi Storey Building Project) structural works projects executed by the contractor in the past 10 years	<b>Average (score 2)</b>	Two (2) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years	<b>Good (score 3)</b>	Three (3) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years	<b>Very Good (score 4)</b>	Four (4) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years	<b>Excellent (score 5)</b>	More than five (5) relevant similar (Multi Storey Building Project) structural works projects successfully executed by the contractor in the past 10 years	10		
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**Contract: BM02/21/22**  
**Part T1: Tender Procedures**  
**Section T1.2: Tender Data**

1(c)	<p><b>RELEVANT SIMILAR (STRUCTURAL WORKS_CONCRETE BRIDGES)</b></p> <p>Tenderers are required to demonstrate relevant past experience and competency and attach appointment letter and final completion certificate for each completed project. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last ten (10) years.</p> <p><b>Successful completion of Relevant similar experience on Structural works (Concrete bridges) projects in the last 10 years.</b></p> <p><b>NB: Tenderers should attach both appointment letter and completion certificate for all completed projects</b></p> <table border="1" data-bbox="164 728 1198 1099"> <tr> <td data-bbox="164 728 483 786"><b>Very Poor (score 0)</b></td> <td data-bbox="483 728 1198 786">The tenderer has failed to address the question and has not provided any proof of completing a similar project</td> </tr> <tr> <td data-bbox="164 786 483 844"><b>Poor (score 1)</b></td> <td data-bbox="483 786 1198 844">One (1) relevant similar concrete bridge project executed by the contractor in the past 10 years</td> </tr> <tr> <td data-bbox="164 844 483 902"><b>Average (score 2)</b></td> <td data-bbox="483 844 1198 902">Two (2) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years</td> </tr> <tr> <td data-bbox="164 902 483 960"><b>Good (score 3)</b></td> <td data-bbox="483 902 1198 960">Three(3) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years</td> </tr> <tr> <td data-bbox="164 960 483 1019"><b>Very Good (score 4)</b></td> <td data-bbox="483 960 1198 1019">Four(4) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years</td> </tr> <tr> <td data-bbox="164 1019 483 1099"><b>Excellent (score 5)</b></td> <td data-bbox="483 1019 1198 1099">More than five(5) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years</td> </tr> </table>	<b>Very Poor (score 0)</b>	The tenderer has failed to address the question and has not provided any proof of completing a similar project	<b>Poor (score 1)</b>	One (1) relevant similar concrete bridge project executed by the contractor in the past 10 years	<b>Average (score 2)</b>	Two (2) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years	<b>Good (score 3)</b>	Three(3) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years	<b>Very Good (score 4)</b>	Four(4) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years	<b>Excellent (score 5)</b>	More than five(5) relevant similar concrete bridge projects successfully executed by the contractor in the past 10 years	15		
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2	<p><b>CONSTRUCTION PROGRAMME</b></p> <p>Submission of the following comprehensive construction programme in Microsoft project or similar programmes indicating all work flow items in relation to reaching listed project deliverables on time.</p> <p><b>Note : Tenderers should submit programme in Microsoft project or similar programmes.</b></p> <p>Each of the evaluation criteria will be assessed in terms of five indicators being:</p>	5												
<table border="1"> <tr> <td data-bbox="177 562 392 656"><b>Poor</b> (score 1)</td> <td data-bbox="392 562 1177 656">The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.</td> </tr> <tr> <td data-bbox="177 656 392 808"><b>Average</b> (score 2)</td> <td data-bbox="392 656 1177 808">The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.</td> </tr> <tr> <td data-bbox="177 808 392 925"><b>Good</b> (score 3)</td> <td data-bbox="392 808 1177 925">All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.</td> </tr> <tr> <td data-bbox="177 925 392 1041"><b>Very Good</b> (score 4)</td> <td data-bbox="392 925 1177 1041">All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.</td> </tr> <tr> <td data-bbox="177 1041 392 1263"><b>Excellent</b> (score 5)</td> <td data-bbox="392 1041 1177 1263">The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.</td> </tr> </table>					<b>Poor</b> (score 1)	The programme is poorly compiled and there are major inconsistencies with timing of project deliverables.	<b>Average</b> (score 2)	The programme omits important tasks or the timing of the activities and correlation among them are inconsistent with project deliverables. There is a lack of clarity and logic in the sequence.	<b>Good</b> (score 3)	All key activities are included in the programme, but are not detailed. There are minor inconsistencies between timing and project deliverables.	<b>Very Good</b> (score 4)	All key activities are included and well detailed in the programme. There are no inconsistencies between timing and project deliverables.	<b>Excellent</b> (score 5)	The programme fits the project deliverables well; all important activities are indicated in the programme and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is an excellent degree of detail with links that facilitates understanding of the proposed programme.
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<p><i>NB. Only programmes prepared with MS Project will be considered</i></p>														
<p><b>Note: Returnable Document = FORM U</b></p>														

3	<p><b>Capacity/Technical Expertise</b></p> <p>Tenderers are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the project.</p> <p><b>EXPERIENCE OF CONSTRUCTION MANAGER (WITH CONCRETE WORKS EXPERIENCE)- PREVIOUSLY KNOWN AS SITE AGENT</b></p> <p>This Sub Criteria covers the general average experience of the proposed Contract Manager (total duration of professional activity at Construction Management level). The candidate must have a <b>minimum of NQF level 6</b> in construction environment and registered with <b>ECSA (Professional Technician as Minimum)</b>.</p> <p>Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project . This evaluation is based on the following weighting:</p> <p>NB: Failure to submit CV and certified copies (not older than three months from date of closing) of SAQA recognised qualification and ID will result in information provided in returnable schedule not being considered.</p> <p>This evaluation is based on the following weighting:</p> <table border="1" data-bbox="156 846 1152 1104"> <tr> <td><b>Poor (score 1)</b></td> <td>More than 1 to 2 years experience in construction management</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>More than 3 to 4 years experience in construction management</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>More than 5 to 6 years experience in construction management</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>More than 6 to 8 years experience in construction management</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>9 years and above</td> </tr> </table>	<b>Poor (score 1)</b>	More than 1 to 2 years experience in construction management	<b>Average (score 2)</b>	More than 3 to 4 years experience in construction management	<b>Good (score 3)</b>	More than 5 to 6 years experience in construction management	<b>Very Good (score 4)</b>	More than 6 to 8 years experience in construction management	<b>Excellent (score 5)</b>	9 years and above	15		
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4	<p><b>EXPERIENCE OF ASSISTANT CONSTRUCTION MANAGER ((WITH CONCRETE WORKS EXPERIENCE)- PREVIOUSLY KNOWN AS ASSISTANT SITE AGENT - 10</b></p> <p>This Sub Criteria covers the general average experience of the proposed Assistant construction management (total duration of professional activity at as assistant construction manager level) .The candidate must have a minimum of <b>NQF level 6</b>.</p> <p>Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project . This evaluation is based on the following weighting:</p> <p>NB: Failure to submit CV and certified copies(not older than three months from date of closing) of SAQA recognised qualification and ID will result in information provided in forms under returnable schedules not being considered.</p> <p>This evaluation is based on the following weighting:</p> <table border="1" data-bbox="156 1597 1015 1921"> <tr> <td><b>Poor (score 1)</b></td> <td>More than 2 to 5 year experience as assistant construction manager</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>More than 6 to 8 years experience as assistant construction manager</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>More than 9 to 11 years experience as assistant construction manager</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>More than 12 to 14 years experience as assistant construction manager</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>14 years and above as assistant construction manager</td> </tr> </table>	<b>Poor (score 1)</b>	More than 2 to 5 year experience as assistant construction manager	<b>Average (score 2)</b>	More than 6 to 8 years experience as assistant construction manager	<b>Good (score 3)</b>	More than 9 to 11 years experience as assistant construction manager	<b>Very Good (score 4)</b>	More than 12 to 14 years experience as assistant construction manager	<b>Excellent (score 5)</b>	14 years and above as assistant construction manager	10		
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<b>Excellent (score 5)</b>	14 years and above as assistant construction manager													

5	<p><b>EXPERIENCE OF CONSTRUCTION HEALTH AND SAFETY OFFICER (WITH MULTI-STOREY BUILDING EXPERIENCE AND CONCRETE WORKS) - 10</b></p> <p>This Sub Criteria covers the general average experience of the proposed Safety Officer (total duration of professional activity at Safety Officer level).</p> <p>The candidate must have a minimum of <b>NQF level 5</b> in Safety management and registered with SAPCMP .</p> <p>Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project . This evaluation is based on the following weighting:</p> <p>NB: Failure to submit CV certified copies(not older than three months from date of closing) of SAQA recognised qualification and ID will result in information provided in Returnable schedule not being considered.</p> <p>This evaluation is based on the following weighting:</p> <table border="1" data-bbox="156 723 1015 1010"> <tr> <td><b>Poor (score 1)</b></td> <td>More than 1 to 2 year experience as a safety officer</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>More than 3 to 4 years experience as a safety officer</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>More than 5 to 6 years experience as a safety officer</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>More than 7 to 8 yeards experience as a safety officer</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>9 years as a safety officer</td> </tr> </table> <p><b>PLANTS AND EQUIPMENTS</b></p> <p>The tenderer must provide the list of plant to be used for the successful completion of the project. Highlight your understanding of the project by providing relevant plant and equipment required specifically for this project:</p> <p>Bidders must prove <b>the ownership of the plant</b> and In cases where the bidder is <b>leasing</b> they must provide <b>confirmation letter or agreement and proof of ownership</b> in the name of the <b>lessor</b>.</p> <p><b>The ownership must be proved in a form of licencing registration documents or certificates.</b></p> <p>This evaluation is based on the following weighting:</p> <table border="1" data-bbox="156 1431 1080 1928"> <tr> <td><b>Poor (score 1)</b></td> <td>01 type of Plant (Proof of Ownership attached) from the required Plants and Equipments (Mobile Crane (<b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b>)</td> </tr> <tr> <td><b>Average (score 2)</b></td> <td>02 types of Plants (Proof of Ownership attached) from the required Plants and Equipments (<b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b>)</td> </tr> <tr> <td><b>Good (score 3)</b></td> <td>03 types of Plants (Proof of Ownership attached) from the required Plants and Equipments (<b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b>)</td> </tr> <tr> <td><b>Very Good (score 4)</b></td> <td>04 types of Plants (Proof of Ownership attached) from the required Plants and Equipments (<b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b>)</td> </tr> <tr> <td><b>Excellent (score 5)</b></td> <td>05 types of Plants (Proof of Ownership attached) from the required Plants and Equipments (<b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b>)</td> </tr> </table>	<b>Poor (score 1)</b>	More than 1 to 2 year experience as a safety officer	<b>Average (score 2)</b>	More than 3 to 4 years experience as a safety officer	<b>Good (score 3)</b>	More than 5 to 6 years experience as a safety officer	<b>Very Good (score 4)</b>	More than 7 to 8 yeards experience as a safety officer	<b>Excellent (score 5)</b>	9 years as a safety officer	<b>Poor (score 1)</b>	01 type of Plant (Proof of Ownership attached) from the required Plants and Equipments (Mobile Crane ( <b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b> )	<b>Average (score 2)</b>	02 types of Plants (Proof of Ownership attached) from the required Plants and Equipments ( <b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b> )	<b>Good (score 3)</b>	03 types of Plants (Proof of Ownership attached) from the required Plants and Equipments ( <b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b> )	<b>Very Good (score 4)</b>	04 types of Plants (Proof of Ownership attached) from the required Plants and Equipments ( <b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b> )	<b>Excellent (score 5)</b>	05 types of Plants (Proof of Ownership attached) from the required Plants and Equipments ( <b>min-40ton, Double Drum Roller Compactor(Walk Behind), Rammer Compactor, 1000l Water Tanker, TLB and Mobile Concrete Mixer (Side Tilt)</b> )	10		
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F.3.13	<b>Acceptance of tender offer:</b>	A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of Clause 44 of the Supply Chain Management Regulations published in terms of the Public Finance Management Act, 2003.
F.3.17	<b>Provide copies of the contract</b>	One signed copy of the contract shall be provided by the Employer to the successful Tenderer.

F.4	ADDITIONAL CONDITIONS OF TENDER
The additional conditions of Tender are:	
F.4.1	<p><b>Compliance with Occupational Health and Safety Act 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the <b>Contractor</b> shall submit, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ol style="list-style-type: none"> <li>(1) Management Structure, Site Supervision and Responsible Persons including a succession plan.</li> <li>(2) Contractor’s induction training programme for Employees, Sub-contractors and Visitors to the Site.</li> <li>(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.</li> <li>(4) Regular monitoring procedures to be performed.</li> <li>(5) Regular liaison, consultation and review meetings with all parties.</li> <li>(6) Site security, welfare facilities and first aid.</li> <li>(7) Site rules and fire and emergency procedures.</li> <li>(8) Covid 19 Management Plan</li> </ol>
<p>Tenderers are to note that the Contractor is required to ensure that all Sub-contractors or others engaged in the performance of the Contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in <b>Part C1.4</b> of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the Contract.</p>	
F.4.2	<p><b>Community Liaison Officer</b></p> <p>It is a requirement of the Contract that a Community Liaison Officer (CLO) be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.</p> <p>The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in <b>Part C3.3.2: Scope of Work</b>.</p>

# CIDB STANDARD CONDITIONS OF TENDER

## SECTION T1.2.3: CIDB STANDARD CONDITIONS OF TENDER

*As published in Annex F of the CIDB Standard for Uniformity in Construction Procurement in Board Notice  
136 Government Gazette No 38960 of 10 July 2015.*

### TABLE OF CONTENTS

<b>F.1</b>	<b>GENERAL .....</b>	<b>29</b>
F.1.1	Actions .....	29
F.1.2	Tender Documents .....	29
F.1.3	Interpretation .....	29
F.1.4	Communication and Employer's agent .....	30
F.1.5	Cancellation and Re-Invitation of Tenders .....	30
F.1.6	Procurement procedures .....	30
<b>F.2</b>	<b>TENDERER'S OBLIGATIONS .....</b>	<b>31</b>
F.2.1	Eligibility .....	31
F.2.2	Cost of tendering .....	31
F.2.3	Check documents.....	32
F.2.4	Confidentiality and copyright of documents.....	32
F.2.5	Reference documents.....	32
F.2.6	Acknowledge addenda .....	32
F.2.7	Clarification meeting .....	32
F.2.8	Seek clarification .....	32
F.2.9	Insurance.....	32
F.2.10	Pricing the tender offer .....	32
F.2.11	Alterations to documents .....	33
F.2.12	Alternative tender offers.....	33
F.2.13	Submitting a tender offer .....	33
F.2.14	Information and data to be completed in all respects .....	34
F.2.15	Closing time.....	34
F.2.16	Tender offer validity .....	34
F.2.17	Clarification of tender offer after submission .....	34
F.2.18	Provide other material.....	34
F.2.19	Inspections, tests and analysis .....	34
F.2.20	Submit securities, bonds, policies, etc. ....	35
F.2.21	Check final draft.....	35
F.2.22	Return of other tender documents .....	35
F.2.23	Certificates .....	35
<b>F.3</b>	<b>THE EMPLOYER'S UNDERTAKINGS .....</b>	<b>35</b>
F.3.1	Respond to requests from the tenderer .....	35
F.3.2	Issue Addenda .....	35
F.3.3	Return late tender offers .....	35
F.3.4	Opening of tender submissions .....	35
F.3.5	Two-envelope system.....	36
F.3.6	Non-disclosure.....	36
F.3.7	Grounds for rejection and disqualification .....	36
F.3.8	Test for responsiveness.....	36



F.3.9	Arithmetical errors, omissions and discrepancies .....	37
F.3.10	Clarification of a tender offer .....	37
F.3.11	Evaluation of tender offers .....	37

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## F.1 GENERAL

### F.1.1 Actions

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

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

**Note:**

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

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

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially.
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents in the tender process.
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the Employer, including collusive practices intended to establish prices at artificial levels.
- e) **organisation** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body.
- f) **quality (functionality)** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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

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

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

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

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

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

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

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

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

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

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the tenderers who make a submission.

The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

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

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

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

## **F.2 TENDERER'S OBLIGATIONS**

### **F.2.1 Eligibility**

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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

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

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

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

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

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

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

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

### **F.2.7 Clarification meeting**

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

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

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

### **F.2.9 Insurance**

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**F.2.11 Alterations to documents**

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

**F.2.12 Alternative tender offers**

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

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

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

**F.2.15 Closing time**

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

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

**F.2.16 Tender offer validity**

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

**F.2.16.2** If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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

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

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

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

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

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

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

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

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

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

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

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

### **F.2.23 Certificates**

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

## **F.3 THE EMPLOYER'S UNDERTAKINGS**

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

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

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

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

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

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

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

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

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Pricing Data or bills of quantities; or
- c) arithmetic errors in:
  - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - ii) the summation of the prices.

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

- a) Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
- c) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- d) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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

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

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

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

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

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

In the case of price and preference:

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**F.3.11.3 Method 2: Functionality, Price and Preference**

In case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data
- 2) Tender must be regarded as an acceptable if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

**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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms

                               
 Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

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

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

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

Where

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

Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the

                          
 Contractor                  Witness 1                  Witness 2                  Employer                  Witness 1                  Witness 2

preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

# **PART T2: RETURNABLE DOCUMENTS**



## SECTION T2.1: LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE MUNICIPALITY WILL NOT CONSIDER THIS TENDER.

<p>Only tenderers who meet the following Pre-qualification criteria for Preferential Procurement may respond:</p> <p>I. An EME or QSE</p>	
Clause referred to in Standard Conditions of Tender	Document
F.2.1	<p>Tenderers must provide their CRS Numbers of the registered Contractor as well JV Partner*. CRS numbers of Tenderers or JV partners needs to be filled in below:</p> <p><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number : _____</p> <p>Name of Company: _____</p> <p><b>*NB:</b> Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
F.2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.10	Form of offer must be completed and signed by duly authorized person.
F.2.11	<p>Tampering with or taking apart the bound document is strictly prohibited.</p> <p><b>All additional documentation must be stapled into the tender document or attached in a separate file.”</b></p>

	<p>Corrections in terms of price must not be made by means of a correction fluid such as Tipp-Ex or similar product.</p> <p>“In the event of mistakes having been made on tender <b>document</b> it must be crossed out in ink and be accompanied by an initial at each and every price alteration.</p>
F.2.13.4	<p>Letter of authorization to sign the Form of Offer and where required in tender document (See Form D).</p>
“2.28”	<p>Bidders must ensure compliance with their tax obligations.</p> <p>Bidders are required to submit their unique personal identification number (PIN) issued by sars to enable the organ of state to view the taxpayer’s profile and tax status.</p> <p>Application for tax compliance status (TCS) or pin may also be made via e-filing. in order to use this provision, taxpayers will need to register with sars as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>Bidders may also submit a printed TCS together with the bid.</p> <p>In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate proof of TCS / PIN / CSD number.</p> <p>Where no tcs is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p>

**BID NO: BM02/21/22**

**Part T2: Returnable Documents**

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**THE TENDERER ARE ENCOURAGED TO REGISTER AND SUBMIT THE FOLLOWING NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) DETAILS WITH THIS TENDER.**

<b>Document</b>	
Tenderers should provide their printed <b>CSD Supplier Report not older than 7days prior the date of tender closing</b> as well as JV Partner. CSD Registration Number of Tenderers and JV Partners needs to be filled in below	
<b><u>Tenderer/Leading JV Partner</u></b>	
Name of Company:	_____
CSD Supplier Number:	_____
Unique Registration Reference Number:	_____
<b><u>JV Partner</u></b>	
Name of Company:	_____
CSD Supplier Number:	_____
Unique Registration Reference Number:	_____
<b><u>JV Partner</u></b>	
Name of Company:	_____
CSD Supplier Number:	_____
Unique Registration Reference Number:	_____
<b>*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database</b>	

**SECTION T2.2.1: FORM A: INVITATION TO BID (MBD 1)**

**SECTION T2.2.2: FORM B: TAX CLEARANCE REQUIREMENTS (MBD 2)**

**SECTION T 2.2.3 FORM C: SCHEDULE OF PROPOSED SUBCONTRACTORS**

**SECTION T2.2.4: FORM D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE  
PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

**SECTION T2.2.5: FORM E: RECORD OF ADDENDA TO TENDER DOCUMENTS**

**SECTION T2.2.6: FORM F: AUTHORITY OF SIGNATORY**

**SECTION T2.2.7: FORM G: STATUS OF CONCERN SUBMITTING TENDER**

**SECTION T2.2.8: FORM H: PRICING SCHEDULE – FIRM PRICES (PURCHASES)  
MBD 3.1**

**SECTION T2.2.9: FORM I: PRICING SCHEDULE – NON-FIRM PRICES (MBD 3.2)  
(PURCHASES)**

**SECTION T2.2.10: FORM J: DECLARATION OF INTEREST (MBD 4)**

**SECTION T2.2.11: FORM K: CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)**

**SECTION T2.2.12: FORM L: DECLARATION OF TENDERER’S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES (MBD 8)**

**SECTION T2.2.13: FORM M: CERTIFICATE OF INDEPENDENT BID  
DETERMINATION (MBD 9)**

**SECTION T2.2.14: FORM N: SCHEDULE OF PLANT AND EQUIPMENT**

**SECTION T2.2.15: FORM O1: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

**SECTION T2.2.16: FORM O2: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

**SECTION T2.2.17: FORM O3: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

**SECTION T2.2.18: FORM P: CERTIFICATE OF TENDERER’S VISIT TO THE SITE**

**SECTION T2.2.19: FORM Q: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**

**SECTION T2.2.20: FORM R: QUALITY MANAGEMENT SYSTEMS**

**SECTION T2.2.21: FORM S: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

**SECTION T2.2.22: FORM T: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**

**SECTION T2.2.23: FORM U: PRELIMINARY PROGRAMME**

**BID NO: BM02/21/22**

**Part T2: Returnable Documents**

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**SECTION T2.2.24 FORM V: ESTIMATED MONTHLY EXPENDITURE**

**SECTION T2.2.25 FORM W: ALTERATIONS BY TENDERER**

**SECTION T2.2.26: FORM X: SUPPLIER MAINTENANCE FORM**

**SECTION T2.2.27: FORM Y: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND  
CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

**SECTION T2.2.28: FORM Z: DECLARATION CERTIFICATE FOR LOCAL LABOUR  
PARTICIPATION**

**SECTION T2.2.29 FORM AA: TENDERERS PERFORMANCE EVALUATION FORM**

**SECTION T2.2.30: FORM AB: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION PRINT  
OUT**

**SECTION T2.2.31: FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE**

**SECTION T2.2.32: FORM AD: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED (MBD 5))**

## **SECTION T2.2: RETURNABLE SCHEDULES**

BID NO: BM02/21/22

Part T2: Returnable Documents

<b>SECTION T2.2.1: FORM A: INVITATION TO BID</b>	<b>(MBD 1)</b>
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YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)
---

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

DESCRIPTION.....

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

BID DOCUMENTS MAY BE POSTED TO:

.....  
 .....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....  
 .....

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

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

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

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

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

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

NAME OF BIDDER

.....

POSTAL ADDRESS

.....

STREET ADDRESS

.....

TELEPHONE NUMBER

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

CELLPHONE NUMBER

.....

FACSIMILE NUMBER

CODE

NUMBER.....

E-MAIL ADDRESS

.....

VAT REGISTRATION NUMBER

.....

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

YES/NO

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

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR

(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....



**BID NO: BM02/21/22**

**Part T2: Returnable Documents**

---

DATE.....

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

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

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

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

**Department:** .....

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

**Tel:** .....

**Fax:** .....

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

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

**Tel:** .....

**Fax:** .....

**IT IS A CONDITION OF BIDDING THAT -**

1. The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his / her tax obligations.
2. The attached form "Application for Tax Clearance Certificate (in respect of bidders)", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the bid.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.



**APPLICATION FOR TAX CLEARANCE CERTIFICATE  
(IN RESPECT OF BIDDERS)**

1. Name of taxpayer / bidder: .....

2. Trade name: .....

3. Identification number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company / Close Corporation registration number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

7. PAYE employer's registration number (if applicable): 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of contact person requiring Tax Clearance Certificate: .....

Name: .....

Telephone number: Code:..... Number: .....

Address: .....  
 .....  
 .....

DATE: 20 \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE NON-FILING OF RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT.



**SECTION T 2.2.3 FORM C: SCHEDULE OF PROPOSED SUBCONTRACTORS**

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. The contractor is to obtain approval if he/she intends to change the submitted list of Subcontractors.

***In Bids where subcontractors are involved each party must submit a separate Original Valid Tax Clearance Certificate together with the bid.***

Name and address of proposed Sub-contractor	Nature and extent of work	Previous experience with Sub-contractor
1.		
2.		
3.		
4.		

N.B Subcontracting a value of contract is limited to a minimum of 30%, If the Sub construction is before appointment of the main contractor and 25% after the appointment of the main contractor (Refer to the tender document for subcontracting work)

**SUB-CONTRACTING**

1. Will any portion of the contract be sub-contracted? Yes  / No

2. If yes, indicate:

(i) What percentage of the contract will be Sub-contracted? ..... %

(ii) The name/s of the sub-contractor(s)? (1) .....

(2) .....

(3) .....

(4) .....

(iii) The B-BBEE status level of the sub-contractor(s)? .....

(iv) Whether the sub-contractor(s) is/are an EME? Yes  / No

Signature of person authorised to sign the tender: .....

Date: .....

(iii) What percentage of the contract will be sub-contracted, the B-BBEE status level of the sub-contractors and whether they are an EME/QSE, must be stated in the table below and specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017

Name of proposed Sub Contractor	% of the work that will be sub-contracted	B-BBEE status level of the sub-contractor	Designated Group: An EME or QSE which is at last 51% owned by:									
			Black people	Black people who are youth	Black people who are women	Black people with disabilities	Black people living in rural or under-developed areas or townships	Cooperative owned by black people	Black people who are military veterans	Any EME	Any QSE	
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE
			EME	EME	EME	EME	EME	EME	EME	EME	EME	EME
			QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE	QSE

Signature of person authorised to sign the tender: .....

Date: .....



**SECTION T2.2.4: FORM D: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)**

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - 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
  - a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
  - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 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**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**3. POINTS AWARDED FOR PRICE**  
**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20** ..... or **90/10**

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

Where

P<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: ..... = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[Tick applicable box]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

[Tick applicable box]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES
1. ....
2. ....

.....
SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

<b>SECTION T2.2.5: FORM E: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
--

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

Date		Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.6: FORM F: AUTHORITY OF SIGNATORY**

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

**MABEL HOUSE (Pty) Ltd**

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*  
has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of *Mabel House (Pty) Ltd*.

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)  
IN HIS CAPACITY AS: Managing Director  
DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of A.F Jones)

As witnesses:

- 1. ....
- 2. ....

Please note that the tenderer has to sign this page as a declaration that he/she took notice of the Authority for Signatory Form example (above). This example must be re-typed on the Tenderer's letter head, signed and submitted with the tender.

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.7: FORM G: STATUS OF CONCERN SUBMITTING TENDER**

**1. GENERAL**

State whether the tenderer is a company, a closed corporation, a partnership or a one-man concern.  
(Make an X in the appropriate space below)

- Company  Closed Corporation  Partnership   
One-man concern  Joint Venture

**2. INFORMATION TO BE PROVIDED**

(Block letters)

**2.1 If the tenderer is a Company:**

- (a) Affix a certified copy of the Certificate of Incorporation to this page.
- (b) List the Directors.

**2.2 If the tenderer is a Closed Corporation:**

- (a) Affix a certified copy of the Founding Statement to this page.
- (b) List the Members.

**2.3 If the tenderer is a Partnership:**

List the partners.

**2.4 If the tenderer is a One-man concern:**

Provide the full name and ID number of the person.

**2.5 If the tenderer is a Joint Venture:**

- (a) Affix a certified copy of the Founding Statement of each partner of the JV to this page.
- (b) Affix JV agreement.

**3. REGISTERED FOR VAT PURPOSES IN TERMS OF THE VALUE-ADDED TAX ACT, (Act Nr. 89 of 1991) (Make an X in the appropriate space below)**

Yes  / No  Registration nr.: .....

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.8: FORM H: PRICING SCHEDULE – FIRM PRICES (PURCHASES)**  
**MBD 3.1**

MBD 3.1

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

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

Name of Bidder.....	Bid Number:
Closing Time:_____	Closing Date:_____

OFFER TO BE VALID FOR...**90**.....DAYS FROM THE CLOSING DATE OF BID.

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

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

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



**SECTION T2.2.9: FORM I: PRICING SCHEDULE – NON-FIRM PRICES (MBD 3.2)  
(PURCHASES)**

**MBD 3.2**

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

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

Name of Bidder.....	Bid number.....
Closing Time .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:  
.....

- At:  
.....

- Brand and model  
.....

- Country of origin  
.....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s)  
.....

- Period required for delivery  
.....

- Delivery: \*Firm/Not firm

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

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**MBD 3.2**

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

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

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

Where:

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

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

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

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

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

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

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

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

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

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

**SECTION T2.2.10: FORM J: DECLARATION OF INTEREST (MBD 4)**

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 .....T  
 he 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.

2.7 Are you or any person connected with the bidder Presently employed by the state? Yes  / No

2.7.1 .....I  
 f 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:.....

---

<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.

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:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? Yes  / No

2.9.1 If so, furnish particulars:

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? Yes  / No

2.10.1 If so, furnish particulars:

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? Yes  / No

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. Declaration

I, the undersigned (Name .....  
certify that the information furnished in paragraphs 2 and 3 above is correct.

I accept that the state may reject the bid or act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

.....  
Signature

.....  
Date

.....  
Name of Bidder

.....  
Position of Bidder

**SECTION T2.2.11: FORM K: CONTRACT FORM – RENDERING OF SERVICES (MBD 7.2)**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	



**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

<b>SECTION T2.2.12: FORM L: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)</b>
--

1. This Municipal Tendering Document must form part of all Tenders invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The of any Tenderer may be rejected if the Tenderer, or any of its directors have:**
  - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
  - b) Been convicted for fraud or corruption during the past five years:
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

ITEM	QUESTION	YES	NO
4.1	Is the Tenderer or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</b>		
4.1.1	If so, furnish particulars:		
4.2	Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corruption 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 (012 326 5445).</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the Tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the Tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months?		
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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 Tenderer**

**SECTION T2.2.13: FORM M: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)**

1. This Standard Bidding Document (SBD) 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 SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

---

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

in response to the invitation for the bid made by:

.....  
(Name of Institution)

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

I certify, on behalf of .....that:  
(Name of Bidder)

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

---

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

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.
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

.....  
Name of Bidder

.....  
Position of Bidder

**SECTION T2.2.14: FORM N: 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 or will acquire or hire for this contract if my/our tender is accepted.

- (a) Details of major equipment that is owned by and immediately available for this contract.  
**Proof of ownership must be attached.**

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

- (b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable.  
**Proof of lease agreement must be attached or a letter of intent from a hiring company.**

Quantity	Description, size, capacity, etc.

**NB: ATTACH ADDITIONAL PAGES IF MORE SPACE IS REQUIRED.**

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.15: FORM 01: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

Tenderers are required to demonstrate relevant past experience and competency and attach appointment letters and completion certificate. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last Ten (10) years.

**NB: No score shall be awarded to a bidder who has not attached appointment letters and the practical completion certificates for each completed project.**

Employer (Name, Tel No, Fax No)	Consulting Engineer (Name, Tel No, Fax No)	Nature Of Work	Value Of Work	Year Completed
<b>Structural work.i.e Concrete Grand Stands for Stadiums</b>				

Signature of person authorised to sign the tender: .....

Date: .....



**SECTION T2.2.16: FORM O2: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

Tenderers are required to demonstrate relevant past experience and competency and attach completion certificate. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last Ten (10) years.

**NB: No score shall be awarded to a bidder who has not attached appointment letters and the practical completion certificates for each completed project.**

<b>Employer (Name, Tel No, Fax No)</b>	<b>Consulting Engineer (Name, Tel No, Fax No)</b>	<b>Nature Of Work</b>	<b>Value Of Work</b>	<b>Year Completed</b>
<b>Structural work.i.e Structural Building</b>				

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.17: FORM O3: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**

Tenderers are required to demonstrate relevant past experience and competency and attach completion certificate. Tenderers are required to submit full details of, and reliable contactable references for, relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last Ten (10) years.

**NB: No score shall be awarded to a bidder who has not attached appointment letters and the practical completion certificates for each completed project.**

<b>Employer (Name, Tel No, Fax No)</b>	<b>Consulting Engineer (Name, Tel No, Fax No)</b>	<b>Nature Of Work</b>	<b>Value Of Work</b>	<b>Year Completed</b>
<b>Structural work.i.e Concrete Bridges</b>				

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.18: FORM P: CERTIFICATE OF TENDERER'S VISIT TO THE SITE**

This is to certify that I,.....

Representative of (Tenderer) .....

Of (address).....

.....

.....

Telephone No: .....

Fax No: .....

Visited and carefully examined the Site on the ..... day of ..... 20.....

In the company of (Engineer's representative) .....

Signature (Tenderer's Representative) .....

Signature (Engineer's Representative) .....

**SECTION T2.2.19: FORM Q: KEY-PERSONNEL/ SUPERVISORY AND MANAGEMENT STAFF**

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

1. Position	Construction Manager
Name	
Indicate Qualification (minimum of <b>NQF level 6</b> )	
Professional Registration with <b>ECSA- (Provide PR Number)</b>	
Indicate Years of Experience as a <b>Construction Manager</b>	
List of Projects Worked On As a Construction Manager	
Currently Employed by Tenderer (Y/N)	
Signature	
2. Position	Assistant Construction Manager

**BID NO: BM02/21/22**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

Name	
Indicate Qualification (minimum of <b>NQF level 6</b> )	
Indicate Years of Experience <b>as an Assistant Construction Manager</b>	
<p>List of Projects Worked On As an Assistant Construction</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

3. Position	Construction Health and Safety Officer
Name	
Indicate Qualification minimum of <b>NQF level 5</b>	
<b>SACPCMP</b> Professional Registration	
Indicate Years of Experience <b>as a Construction Health and Safety Officer</b>	
<p>List of Projects Worked on As a Construction Health and Safety Officer</p>	
Currently Employed by Tenderer (Y/N)	
Signature	

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.20: FORM R: QUALITY MANAGEMENT SYSTEMS**

Briefly describe the construction quality system incorporated by the tenderer in his organisation and which will be applicable to this Contract.

	<b>Name of responsible Company /or Person (In case of Person give years' experience and qualification)</b>
Setting-Out	
Survey	
Earthworks	
Testing laboratory	
Pavement Layers	
Concrete Works	

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.21: FORM S: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

- 1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations? Yes  / No
  
- 2. Who will prepare the Contractor's Health and Safety Plan? (Section T2.2.18 – Form R) (Provide a copy of the person/s curriculum vitae/s or company profile).  
\_\_\_\_\_ Yes  / No
  
- 3. Does the Contractor have a health and safety policy? (if yes, provide a copy). How is this policy communicated to all employees?  
\_\_\_\_\_ Yes  / No
  
- 4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?  
\_\_\_\_\_ Yes  / No
  
- 5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?  
\_\_\_\_\_ Yes  / No
  
- 6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?  
If yes, please explain his duties and provide a copy of his CV.  
\_\_\_\_\_ Yes  / No
  
- 7. Does the Contractor have trained first aid employees? If yes, indicate, who.  
\_\_\_\_\_ Yes  / No
  
- 8. Does the Contractor have a safety induction training programme in place? (If yes, provide a copy) Yes  / No

Signature of person authorised to sign the tender: .....

Date: .....



**SECTION T2.2.22: FORM T: CSD SUPPLIER NUMBER AND TAX COMPLIANCE PIN**

Bidders registered on the **National Treasury Central Supplier Database (CSD)** are required to submit their unique **Personal Identification Number (PIN)** issued by SARS in the space provided below as stipulated in Clause F2.28.

Bidders may also submit a **printed TCS** together with the bid.

In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party **must** submit a separate proof of **TCS / PIN / CSD** number.

Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a **CSD number** must be provided

**Alternatively**, the tenderer must submit a valid tax clearance certificate together with the Bid, including Valid Tax Clearance Certificates for the Joint Venture partner/s and Subcontractors proposed.

The certificates may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

**If the documents are not included in the document, the tender will be regarded as being NON-RESPONSIVE.**

**Tenderer/Leading JV Partner**

Name of Company: \_\_\_\_\_

CSD Supplier Number: (Master Registration Number) \_\_\_\_\_

Tax Compliance PIN number: \_\_\_\_\_

**JV Partner 1**

Name of Company: \_\_\_\_\_

CSD Supplier Number: (Master Registration Number) \_\_\_\_\_

Tax Compliance PIN number: \_\_\_\_\_

**JV Partner 2**

Name of Company: \_\_\_\_\_

CSD Supplier Number: (Master Registration Number) \_\_\_\_\_

Tax Compliance PIN number: \_\_\_\_\_

**\*NB: All contractors, even tendering in JV, must be registered with National Treasury Central Supplier Database**

## SECTION T2.2.23: FORM U: PRELIMINARY PROGRAMME

The Tenderer shall attach a preliminary programme compiled using MS Project reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of the Tender.

**Note:** The programme must be based on the completion time as specified in the Contract Data. The programme must be typed not handwritten.



**SECTION T2.2.25 FORM W: ALTERATIONS BY TENDERER**

Should the Tenderer desire to have any departures from, or modifications to the General Conditions of Contract, Specifications, Bill of Quantities or Drawings considered, or to qualify his tender in any way, he shall set out his proposals clearly hereunder or alternatively state them in a covering letter attached to his tender and referred to hereunder.

PAGE	DESCRIPTION

Signature of person authorised to sign the tender: .....

Date: .....

**SECTION T2.2.26: FORM X: SUPPLIER MAINTENANCE FORM**

BAS  PMIS  LOGIS  WCS   CONTRACTOR  
 CONSULTANT

**OFFICE:** .....

**The Municipal Manager : BLOUBERG MUNICIPALITY**  
 I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.  
 I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).  
 I/we understand that the municipality will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.  
 This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post.  
 Please ensure information is validate as per required bank screens.  
 I/We understand that bank details provided should be exactly as per the records held by the bank.  
 I/We understand that the municipality will not assume responsibility for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	<input style="width: 100%;" type="text"/>
Trading Name	<input style="width: 100%;" type="text"/>
Tax Number	<input style="width: 100%;" type="text"/>
VAT Number	<input style="width: 100%;" type="text"/>
Title:	<input style="width: 100%;" type="text"/>
Initials:	<input style="width: 100%;" type="text"/>
First Name:	<input style="width: 100%;" type="text"/>
Surname:	<input style="width: 100%;" type="text"/>
Address Detail	
Payment Address <small>( Compulsory if Supplier )</small>	<input style="width: 100%; height: 40px;" type="text"/>
Postal Code	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>
New Detail	
<input type="checkbox"/> New Supplier information <input type="checkbox"/> Update Supplier information	
Supplier Type:	<input type="checkbox"/> Individual <input type="checkbox"/> Department <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> CC <input type="checkbox"/> Other ( Specify ) <input style="width: 100px;" type="text"/>
Department Number	<input style="width: 40px;" type="text"/> <input style="width: 40px;" type="text"/>

**Supplier Account Details**

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

Account Name

Account Number

Branch Name

Branch Number

Account Type  Cheque Account  
 Savings Account  
 Transmission Account  
 Bond Account  
 Other (Please Specify)

ID Number

Passport Number

Company Registration Number

\*CC Registration

**\*Please include CC/CK where applicable**

Practise Number

**When the bank stamps this entity maintenance form they confirm that all the information completed by the entity is correct.**

**Bank stamp**

It is hereby confirmed that this details have been verified against the following screens  
**ABSA-CIF** screen  
**FNB-Hogans** system on the CIS4  
**STD** Bank-Look-up-screen  
**Nedbank-** Banking Platform under the Client Details Tab

**Contact Details**

Business	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Home	<input type="text"/>	<input type="text"/>	<input type="text"/>
	Area Code	Telephone Number	Extension
Fax	<input type="text"/>	<input type="text"/>	
	Area Code	Fax Number	
Cell	<input type="text"/>	<input type="text"/>	
	Cell Code	Cell Number	
Email Address	<input type="text"/>		
Contact Person:	<input type="text"/>		

<input type="text"/>	<input type="text"/>
Supplier Signature	Regional Office Sender
<input type="text"/>	<input type="text"/>
Print Name	Print Name
<input type="text"/>	<input type="text"/>
	Rank
<input type="text"/>	<input type="text"/>

**PLEASE RETURN TO THE RELEVANT REGIONAL OFFICE THAT SUPPLIED THE FORM OR THE FOLLOWING ADDRESS:**

Date (dd/mm/yyyy)  Date (dd/mm/yyyy)

**NB: All relevant fields must be completed**

**SECTION T2.2.27: FORM Y: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

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

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

<u>Item</u>	<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<b>Office furniture</b>		
1.1.6 (a)	• Office desk (drawers) with timber top on steel frame	90%
1.1.6 (a)	• Stacker upholstered chair- 4 legged without arms	100%
1.1.6 (a)	• Steel stationery cupboard	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

<p><b>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)</b></p> <p><b>IN RESPECT OF BID NO. ....</b></p> <p><b>ISSUED BY: (Procurement Authority / Name of Institution):</b></p>
---



.....  
 NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

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

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

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

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

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

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

Annex C
CASE STUDY ONE
SATS 1286.2011

**Local Content Declaration - Summary Schedule**

(C1) Tender No. GP 100010

(C2) Tender description: Office Desks and Chairs

(C3) Designated product(s) Office Furniture

(C4) Tender Authority: Gauteng Purchasing Department

(C5) Tendering Entity name: Rainbow Office Furniture

(C6) Tender Exchange Rate: USD R 9.00    EU R 12.00    GBP R 14.00

(C7) Specified local content % 85%

Note: VAT to be excluded from all calculations

Tender Item no's	List of items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value per unit	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
GP 100011	Melamine Office Desks with Drawers	R 12 000	R 0	R 12 000	R 0	R 12 000	100%	100	R 1 200 000	R 0	R 123 200
GP 100012	Office desk with drawers on timber top with steel frame	R 15 000.00	R 1 650.00	R 13 350.00	R 1 232.00	R 12 118.00	91%	50	R 750 000	R 82 500	R 116 850
GP 100013	Side upholstered chair - Sleigh base with arms	R 10 450.00	R 2 170.00	R 8 280.00	R 2 617.00	R 5 663.00	68%	100	R 1 045 000	R 217 000	R 261 700
GP 100014	Highback upholstered chair with arms on 5 star base	R 12 200.00	R 2 720.00	R 9 480.00	R 2 537.00	R 6 943.00	73%	50	R 610 000	R 231 000	R 31 950
								(C20) Total tender value	R 3 605 000		
								(C21) Total Exempt imported content	R 530 500		
								(C22) Total Tender value net of exempt imported content (C20-C21)	R 3 074 500		
								(C23) Total Imported content	R 533 700		
								(C24) Total local content (C22-C23)	R 2 540 800		
								(C25) Average local content % of tender (C24/C22)	82.64%		

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_

## Example

SATS 1286.2011

### Annex E - RAINBOW CASE STUDY ONE

#### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	GP 100010
(E2)	Tender description:	Office Desks and Chairs
(E3)	Designated products:	Office Furniture
(E4)	Tender Authority:	Gauteng Purchasing Department
(E5)	Tendering Entity name:	Rainbow Office Furniture

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Sheet Steel	Arcelor	R 300 000
	Fabric for seats	Galvenor Textiles	R 270 000
	Fabric for headlinings	Galvenor Textiles	R 32 000
	Welding consumables	ABR Supplies	R 12 000
	Hardware items (nuts, bolts, rivets, etc)	Various Local Suppliers	R 2 000
	Laser cutting services	Red Hot Cutting	R 47 500
	Other goods and services (small items)	Various	R 1 300
	<b>(E9) Total local products (Goods, Services and Works)</b>		<b>R 664 800</b> 26%

(E10)	<b>Manpower costs</b> (Tenderer's manpower cost)	<b>R 1 150 000</b>	45%
(E11)	<b>Factory overheads</b> (Rental, depreciation & amortisation, utility costs, consumables etc.)	<b>R 486 000</b>	19%
(E12)	<b>Administration overheads and mark-up</b> (Marketing, insurance, financing, interest etc.)	<b>R 240 000</b>	9%

**(E13) Total local content** **R 2 540 800** 100%

This total must correspond with Annex C - C24

# 1. OFFICE FURNITURE – STEEL STATIONERY CUPBOARD AND STEEL DRAWER(S) FILLING CABINET (ITEM NO 1.1.6)

SATS 1286.2011

## Annex C

### Local Content Declaration - Summary Schedule

- (C1) Tender No.
- (C2) Tender description:
- (C3) Designated product(s)
- (C4) Tender Authority:
- (C5) Tendering Entity name:
- (C6) Tender Exchange Rate:
- (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula  EU  GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	R 0
(C21) Total Exempt imported content	R 0
(C22) Total Tender value net of exempt imported content	R 0
(C23) Total Imported content	R 0
(C24) Total local content	R 0
(C25) Average local content % of tender	

Signature of tenderer from Annex B

Date: \_\_\_\_\_

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content					
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Qty	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content					
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Qty	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content					
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

Summary	
Quantity imported	Total imported value
(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments	
			Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date: \_\_\_\_\_

This total must correspond with Annex C - C 23

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			<input style="width: 95%;" type="text"/>

(E10)	<b>Manpower costs</b> (Tenderer's manpower cost)	<input style="width: 95%;" type="text"/>
(E11)	<b>Factory overheads</b> (Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 95%;" type="text"/>
(E12)	<b>Administration overheads and mark-up</b> (Marketing, insurance, financing, interest etc.)	<input style="width: 95%;" type="text"/>
<b>(E13) Total local content</b>		<input style="width: 95%;" type="text"/>

**This total must correspond with Annex C - C24**

**Signature of tenderer from Annex B**

\_\_\_\_\_

Date: \_\_\_\_\_

2 **STACKER UPHOLSTERED CHAIR- 4 LEGGED WITHOUT ARMS (ITEM NO 1.1.6 )**

<b>Annex C</b>							SATS 1286.2011	
<b>Local Content Declaration - Summary Schedule</b>								
(C1)	Tender No.						Note: VAT to be excluded from all calculations	
(C2)	Tender description:							
(C3)	Designated product(s)							
(C4)	Tender Authority:							
(C5)	Tendering Entity name:							
(C6)	Tender Exchange Rate:	Pula <input style="width: 50px;" type="text"/>	EU <input style="width: 50px;" type="text"/>	GBP <input style="width: 50px;" type="text"/>				
(C7)	Specified local content %							
<b>Calculation of local content</b>								
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	
				(C20) Total tender value				
				(C21) Total Exempt imported content				
				(C22) Total Tender value net of exempt imported content				
				(C23) Total Imported content				
				(C24) Total local content				
				(C25) Average local content % of tender				
Signature of tenderer from Annex B _____								
Date: _____								

## Annex D

### Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No: (D2) Tender description: (D3) Designated Products: (D4) Tender Authority: (D5) Tendering Entity name: (D6) Tender Exchange Rate:	Pula	EU	R 9.00	GBP	R 12.00	Note: VAT to be excluded from all calculations
---	------	----	--------	-----	---------	--

#### A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annex C - C 21											

#### B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

#### C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

#### D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0	

Signature of tenderer from Annex B \_\_\_\_\_

Date: \_\_\_\_\_

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_

<b>SECTION T2.2.28: FORM Z: DECLARATION CERTIFICATE FOR LOCAL LABOUR PARTICIPATION</b>
--

## 1. Definitions

### 2.1 Targeted Labour

Individuals, employed by the contractor in the performance of the contract, who are defined as the target group in the contract and who permanently reside in the target area or who are recognized as being residents of the target area on the basis of identification and association with and recognition by the residents of the target area

### 2.2 Target Group

For this project the contract does not specify the target group based on gender, age or disability. However, specifically excluded from the Target Group is the contractor's own staff unless such staff are also from the Target Area.

### 2.3 Target Area

For this project, the target area includes all villages surrounding the Senwabarwana sports complex, Blouberg Local Municipality.

### 2.4 Labour Maximisation

Labour maximisation shall contribute a minimum of 5%.

## 2. Conditions associated with the granting of preferences

The tenderer, undertakes to:

- 1) engage one or more targeted labour in accordance with the provisions of the SANS 1914-4 as varied in section 3 hereunder;
- 2) accept the sanctions set out in Section 2 below, should such conditions be breached;
- 3) complete the Targeted Labour (CPG) calculation form contained in Section 5 below; and
- 4) complete the Supporting Contract Participation Goal Calculation contained in Section 6 below.

## 3. Variation to the targeted construction procurement specification SANS 1914-4

The variations to SANS 1914-4 are set out below. Should any requirements of the variations conflict with requirements of SANS 1914-4 the requirements of the variations shall prevail

Calculations shall be based as a % of targeted labour costs of the Tender Sum (excluding VAT) and not calculated in accordance with methods 1 or 2 in Annexure A of SANS 1914-4.

## 4. Sanctions

In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = 0,50 \times \frac{(D - D_0)}{100} \times N_A$$

Where D = tendered Contract Participation Goal percentage.

D<sub>0</sub> = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.

N<sub>A</sub> = Net Amount (Actual contract expenditure, excluding VAT)

P = Rand value of penalty payable

**Tender Contract Participation Goal in respect of targeted labour**

**BID NO: BM02/21/22**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

---

I/We hereby tender a Contract Participation Goal of .....% in compliance with the Employer's Socio-Economic Requirements.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the firm or sole proprietor confirms that he/she understands the conditions under which such preferences are granted.

Signature: .....

Name: .....

Duly authorized to sign on behalf of: .....

Telephone: .....

Fax: .....

**5. Supporting Targeted Labour (CPG) calculation**

<b>TYPE OF TARGETED LABOUR</b>	<b>TOTAL ESTIMATED WORKING HOURS</b>	<b>RATE</b>	<b>TOTAL ESTIMATED WAGE COST</b>
Permanent labour*			
Temporary labour			
SMME labour			
		<b>Total</b>	

\*Note: A tenderer may only claim permanent staff as eligible for preference points if said staff are also from the Target Area. Permanent staff are considered to be those who have been continuously employed by the tenderer for at least three months prior to the commencement of this project.

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

**SECTION T2.2.29 FORM AA: TENDERERS PERFORMANCE EVALUATION FORM**

**PROJECT PERFORMANCE EVALUATION FORM**

Project Name of Tenderer: \_\_\_\_\_

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_

Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

	Poor	Average	Good	Very Good	Excellent
1. Project performance/ time management/ programming					
2. Quality of Workmanship					
3. Resources Personnel					
4. Resources Plant					
5. Financial management/ payment of subcontractors/ cash flows etc					

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

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

D. My contact details are:

Telephone: \_\_\_\_\_

Cellphone: \_\_\_\_\_

Fax: \_\_\_\_\_

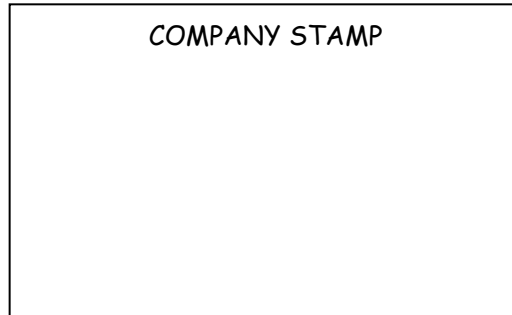
E-mail: \_\_\_\_\_

**BID NO: BM02/21/22**  
**Part T2: Returnable Documents**  
**Section T2.2: Returnable Documents**

---

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Signature of principal agent



**NOTE:**

If reference cannot be verified due to the inability to contact the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. **Bidder to reproduce or make copies of this two pages for other projects – no unbinding of the document allowed.**

**Annex L**  
(normative)  
**Compulsory Enterprise questionnaire**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6 must be completed for each tender and be attached as a requirement.**

**Section 8: The attached SBD8 must be completed for each tender and be attached as a requirement.**

**Section 9: The attached SBD9 must be completed for each tender and be attached as a requirement.**

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

Signed

Date

.....

.....

Name

Position

.....

.....

Enterprise Name

.....

## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011

Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted. If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

#### **NOTE:**



Annexure A is a note to the purchaser in SATS 1286:2011; and Annexure B is the Local Content Declaration IN SATS 1286:2011.

## **2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

## **2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content. Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
  
- products imported by a third party and supplied to the tenderer.

### **2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor(i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content." 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer :When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in

Annexure D.

### 2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

## ANNEXURE C

### 3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

#### C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

#### C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

#### C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

#### C4. Tender Authority

Supply the name of the tender authority.

#### C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

#### C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

#### C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal

Bidding Document (MDB) 6.2.

#### C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

#### List of items

Provide a list of the item(s) corresponding with the tender item number. This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

#### **C20. Total tender value**

Total tender value is the sum of the values in column C17.

#### **C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column

C18. This value must correspond with the value of D19 on Annexure D.

#### **C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

#### **C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

#### **C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

#### **C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

### **ANNEXURE D**

#### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

##### **D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

##### **D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

##### **D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

##### **D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate(D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl. VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

#### **D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

#### **D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

#### **D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

### **Table B. Imported Directly By Tenderer**

#### **D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

#### **D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

#### **D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

#### **D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

#### **D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

#### **D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

#### **D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**



Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

**5. ANNEXURE E**

**5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

**E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

**E4. Tender authority**

Supply the name of the tender authority.

**E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

**Local Goods, Services and Works**

**E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

**E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

**E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C

<p><b>SECTION T2.2.30: FORM AB: CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION PRINT OUT</b></p>
--

The tenderer must submit a print out of proof of registration with the Central Supplier Database (CSD) certificate together with the Bid.

The proof of registration may be stapled into the tender document without taking the tender document apart or may be attached in a separate file to the tender document.

If the document is not included in the document, the tender will be regarded as being NON-RESPONSIVE.

**SECTION T2.2.31: FORM AC: COMPULSORY ENTERPRISE QUESTIONNAIRE**

**TCOMPULSORY ENTERPRISE QUESTIONNAIRE**

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

- |   |  |
|---|--|
| 1. a member of any municipal council <input type="checkbox"/>                                     | 4. 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) <input type="checkbox"/> |
| 2. a member of any provincial legislature <input type="checkbox"/>                                | 5. a member of an accounting authority of any national or provincial public entity <input type="checkbox"/>  |
| 3. a member of the National Assembly or the National Council of Province <input type="checkbox"/> | 6. a member of an accounting authority of any national or provincial public entity <input type="checkbox"/>  |
| 5. a member of the board of directors of any municipal entity <input type="checkbox"/>            | 7. an official of any municipality or municipal entity <input type="checkbox"/>  |
| 7. an official of any municipality or municipal entity <input type="checkbox"/>                   | 8. an employee of Parliament or a provincial legislature <input type="checkbox"/>  |

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

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

\* Insert separate page if necessary

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

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

- 9. a member of any municipal council
- 10. a member of any provincial legislature
- 11. a member of the National Assembly or the National Council of Province
- 12. 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)
- 13. a member of the board of directors of any municipal entity
- 14. a member of an accounting authority of any national or provincial public entity
- 15. an official of any municipality or municipal entity
- 16. an employee of Parliament or a provincial legislature

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

\* Insert separate page if necessary

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

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

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

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

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

Tenderer .....

**SECTION T2.2.32: FORM AD: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED (MBD 5))**

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

- 1 Are you by law required to prepare annual financial statements for auditing?
  - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

- 2 Do you have any outstanding undisputed commitments for municipal services towards any Municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

- 2.2 If yes, provide particulars.

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

\* Delete if not applicable

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

- 3.1 If yes, furnish particulars

.....  
.....

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

- 4.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

**BID NO.: BM02/21/22**  
**CIDB GRADING: 6GB PE OR HIGHER**

**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX**  
**PHASE 6**

<b>C. AGREEMENTS AND CONTRACT DATA</b>
--

**Part C1: Agreements and Contract Data**

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

**Part C2: Pricing Data**

- C2.1 Pricing Instructions

**Part C3: Scope of Work**

- C3.1 Scope of Work

**Part C4: Site Information**

- C4 Site Information



**BID NO.: BM02/21/22**  
**CIDB GRADING: 6GB PE OR HIGHER**

**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX**  
**PHASE 6**

**C1 AGREEMENTS AND CONTRACT DATA**

**Part C1: Agreements and Contract Data**

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

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

**FORM OF OFFER AND ACCEPTANCE  
(AGREEMENT)**

**OFFER**

**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6.** The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

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

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder 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);

\_\_\_\_\_ (in figures),

*(Should there be a discrepancy between the amount in figures and the amount in words then the amount in figures shall govern.)*

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 Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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:**

Signature(s)

Name(s)

Capacity

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

(Name and address of organisation)

Name and Signature  
Of Witness

\_\_\_\_\_

Date \_\_\_\_\_

## CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement, between the Employer and the Bidder 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

Section 1.1 (which includes this Agreement)

Section 1.2 (which includes this Agreement)

Section 2 Form of Bid

And drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to Section 7 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder 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 Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder 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 EMPLOYER:**

Signature(s)

Name(s)

Capacity

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

Name and Signature

Part C1 Agreements and Contract Data

---

Of Witness \_\_\_\_\_

Date \_\_\_\_\_

## CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6

### SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder'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 bid 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 bid 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 Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

Part C1 Agreements and Contract Data

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

**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**

**FOR THE TENDERER:**

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

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

Capacity \_\_\_\_\_

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

Name and Signature  
Of Witness \_\_\_\_\_

Date \_\_\_\_\_

**FOR THE EMPLOYER:**

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

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

Capacity \_\_\_\_\_

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

Name and Signature  
Of Witness \_\_\_\_\_

Date \_\_\_\_\_

## 1.2 CONTRACT DATA

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works *General Conditions of Contract (GCC 2015, 3<sup>rd</sup> Edition)*

Documents can be ordered from SAICE who can be contacted through their website [www.saice.org.za](http://www.saice.org.za).  
Physical address: SAICE House, Block 9, Thorn hill Office Park, Bekker Street, Midrand, Johannesburg.  
Telephone number: (011) 805 5947.

It is agreed that the only variations from the General Conditions of Contract 2015 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2015 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or subclause in the General Conditions of Contract 2015, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

### AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

#### DATA PROVIDED BY THE EMPLOYER

Clause	Data
	<b>Definitions</b> The definitions contained in Clause 1.1 are hereby amended and/or supplemented as follows:
<b>SCC 1.1.1.13</b>	The Defects Liability Period for the works is <b>twelve (12) months</b> from the date of the Certificate of Completion.
<b>SCC 1.1.1.14</b>	The Overall Works shall be completed within <b>5 (Five) Months</b> from the commencement date.
<b>SCC 1.1.1.15</b> <b>1.2.1.2</b>	The Name of the Employer is <b>BLOUBERG LOCAL MUNICIPALITY</b> The address of the Employer is: BLOUBERG LOCAL MUNICIPALITY P.O.Box 1593 Senwabarwana 0790
<b>1.1.1.16</b>	The Name of the Employer's Agent is <b>SIZEYA CONSULTING ENGINEERS</b>

Part C1 Agreements and Contract Data

Clause	Data
<p>1.1.1.17 1.2.1.2</p>	<p>The Name of the Employer's Agent, Representative is <b>Sizeya Consulting Engineers</b> The address of the Engineer is: 06 Hans Van Rensburg Street, Office No 14 Polokwane, 0700 Telephone: (015) 291 1020</p>
<p>SCC 1.1.1.26 1.1.1.27</p>	<p>The Pricing Strategy is a Re-measurement Contract</p>
<p>SCC 3.2.3</p>	<p><b>Add the following:</b> Approval of the Employer is required for; i) Variation ii). Use of contingencies – for all items for which rates have not been approved in terms the contract. iii). Extension of Time – extension of time can only be granted by the Employer.</p>
<p>SCC 4.1.2</p>	<p><b>Add the following:</b> “When completed, the parts of the works designed by the Contractor, to the extent specified in the Contract, shall be fit for the purposes for which the Works are intended”</p>
<p>SCC 4.4.1</p>	<p><b>Add the following:</b> The Contractor is to submit to the Employer's Agent in writing a request for appointment of a sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:</p> <ul style="list-style-type: none"> <li>▪ Previous experience</li> <li>▪ Work which will be sub-contracted to him/her</li> </ul> <p>Before the Employer's Agent in terms of Clause 6.10 hereof 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 4.4 of the General Conditions of Contract for Construction works (2015, 3<sup>rd</sup> Edition), 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:</p> <ul style="list-style-type: none"> <li>▪ Informs the Employer's Agent in writing that he has reasonable cause for withholding or refusing such payment; and</li> <li>▪ Submits to the Employer's Agent reasonable proof that he has so informed such sub-contractor in writing.</li> </ul>
<p>SCC 4.9.1</p>	<p><b>Add the following:</b> “All equipment and plant 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 or plant, in the opinion of the Employer's Agent, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Employer's Agent may instruct the Contractor to replace such equipment or plant.”</p>
<p>SCC 5.3.1</p>	<p><b>Add the following to 5.3.1:</b></p>

Part C1 Agreements and Contract Data

Clause	Data
	<p>The documentation required before Commencement of the Works are:</p> <ul style="list-style-type: none"> <li>• Health &amp; Safety Plan (Refer to Cl. 4.3)</li> <li>• Initial Programme (Refer to Cl. 5.6)</li> <li>• Security (Deed of Guarantee) (refer to Cl. 6.2)</li> <li>• Insurances (Refer to Cl. 8.6)</li> <li>• Organogram and CVs which conforms to the tendered</li> </ul>
<b>SCC 5.3.1</b>	<p><b>Add the following:</b> Commencement of the Works shall be within <b>14</b> days from the Site Hand-Over Date.</p>
<b>SCC 5.3.2</b>	<p><b>Add the following:</b> The time to submit the documentation required before Commencement of the Works execution is <b>07</b> days</p>
<b>SCC 5.4.1</b>	<p><b>Add the following:</b> The Commencement Date shall be the date the contractor is given possession of site.</p>
<b>SCC 5.8.1</b>	<p><b>Add the following:</b> The special non-working days are the official builder's holiday plus all statutory public holidays. The year-end break commences on 15 December 2020 and ends on 6 January 2021.</p>
<b>SCC 5.12</b>	<p><b>Add the following:</b> A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Employer's Agent, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals 5 days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" workings days.</p>
<b>SCC 5.14.1</b>	<p><b>Add the following</b>  The requirement for achieving practical completion are; Complete Building works up to occupation as deemed by the employer, Completion of the soccer field and running track inclusive of the storm water and irrigation system</p>
<b>SCC 5.16.3</b>	<p><b>Add the following</b> The latent defect period is 10 (Ten) years for civil engineering works and 5 (five) years for building works ( 1 year for Electrical works)</p>



Part C1 Agreements and Contract Data

Clause	Data
<p><b>SCC 5.12.2.2</b></p>	<p><b>Add the following:</b></p> <p>Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>Where:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration.</p> <p>Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded.</p> <p>Nn = Average number of days in the relevant calendar month , as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month.</p> <p>Rw = Actual average rainfall in mm recorded for the calendar month under consideration.</p> <p>Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information.</p> <p>For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site.</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work.</p>

Part C1 Agreements and Contract Data

Clause	Data
	<p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>
<p><b>SCC 5.13.1</b></p>	<p><b>Add the following:</b>                      The penalty for failing to complete the works is; <b>Penalty = R5 200.00 per day.</b></p>
<p><b>SCC 6.2.1</b></p>	<p><b>Add the following:</b>                      The Security to be provided by the Contractor shall be the Performance guarantee liability of <b>10 %</b> of the Contract Sum. This guarantee shall be delivered within <b>14 days</b> of the Commencement Date.</p> <p>The municipality does not or will not provide insurance</p>
<p><b>SCC 6.2.2</b></p>	<p><b>Add the following:</b>                      The Form of Guarantee is to contain the wording of the pro-forma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).</p> <p>Form of Guarantee: construction guarantee: the successful bidder will be required to submit a construction guarantee that is equal to 10% of the total contract value all-inclusive and must be submitted to the SCM office within 14 working days from date of appointment. Only original guarantees issued by an accredited and registered financial institution will be accepted and will only be released on final completion of works.</p>
<p><b>SCC 6.9.1</b></p>	<p>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 Client's Representatives approval of such material must be gained before use thereof.</p>
<p><b>SCC 6.10.1.5</b></p>	<p><b>Add the following:</b>                      The percentage advance on materials not yet built into the Permanent Works but</p>

Part C1 Agreements and Contract Data

Clause	Data
	received on site is <b>80</b> %.
<b>SCC 6.10.3</b>	<b>Add the following:</b> The percentage retention on the amounts due to the Contractor is <b>10</b> %.
<b>SCC 6.10.3</b>	<b>Add the following:</b> The limit of retention money is <b>10</b> % of the contract value.
<b>SCC 7.2.1</b>	<b>Add the following:</b> 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 Employer's Agents approval of such material must be gained before use thereof.
<b>SCC 8.6.1.5</b>	<b>Add the following:</b> In addition to the insurances required in terms of the GCC Clauses 8.6.1.1 to 8.6.1.4 the following is also required:  <b>Add to 8.6.1.</b> The Contractor shall insure in the joint names of the Employer, the Contractor and all Sub-Contractors (whether nominated or otherwise) for an amount of R2 million per occurrence against the liability stated in Sub-Clause 8.6.1.
<b>SCC 8.6.1.1.2</b>	<b>Add the following:</b> The value of the materials supplied by the Employer to be included in the insurance sum is nil.
<b>SCC 8.6.1.1.3</b>	<b>Add the following:</b> The required insured amount to cover professional fees for repairing damaged infrastructure and equipment and loss of time on the construction schedule is to be 15% of the contract value.
<b>SCC 8.6.1.3</b>	<b>Add the following:</b> The limit of indemnity for liability insurance is 10 % of contract value. Public Liability Insurance to a minimum of R2 million to be provided.
<b>SCC 8.6.1.4</b>	<b>Payment for labour-intensive component of the works</b> Payment for works identified in the Scope of Works as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict
<b>SCC 8.6.1.5</b>	<b>Linkage of payment for labour-intensive component of works to submission of project data</b> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per

Part C1 Agreements and Contract Data

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Clause	Data
	frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.
<b>SCC 8.6.1.6</b>	<p><b>Applicable Labour Laws</b></p> <p>The current Ministerial Determination (also downloadable at <a href="http://www.epwp.gov.za">www.epwp.gov.za</a>), Expanded Public Works Programmes, issued in terms of the Basic Condition of Employment Act of 1997 by the Minister of Labour in Government Notice, shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled workers.</p>
<b>SCC 10.5.3</b>	<b>The number of Adjudication Board Members to be appointed is three(3)</b>

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

**CONDITION OF CONTRACT**

The General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition 2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.  
 Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel 011-805 5947).

<b>Sub- Clause</b>	<b>Data</b>
1.1.1.9	The Contractor is:  Name: .....  The Address of the Contractor is:  Address (physical): ..... ..... .....  Address (postal): ..... .....  Telephone: .....  Facsimile: .....  E-mail: .....

Part C1 Agreements and Contract Data

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	<p>Contractors Representative</p> <p>Name: .....</p> <p>Telephone: .....</p> <p>Facsimile: .....</p> <p>E-mail: .....</p>
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**C1.3 FORM OF GUARANTEE**

**C1.3 Construction Guarantee (Pro-Forma)**

**GUARANTOR DETAILS AND DEFINITIONS**

Guarantor means .....

Physical address .....

Guarantor's signatory 1 ..... Capacity .....

Guarantor's signatory 1 ..... Capacity .....

Employer means **BLOUBERG MUNICIPALITY**

Contractor means .....

Employer's Agent means **SIZEYA CONSULTING ENGINEERS**

*(Compiler to insert name of agent)*

Works means **CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**

*(Compiler to provide reference number and title of contract)*

Site means **SENWABARWANA SPORTS COMPLEX**

*(Compiler to enter site as described in the Contract Data)*

Agreement means the General Conditions of Contract for Construction Works 2015

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words .....(Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words ..... (Rand)

Part C1 Agreements and Contract Data

1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR’S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: ..... ..... (Rands) (R ..... )	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor’s maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor’s maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor’s default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor’s maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer’s bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.



Part C1 Agreements and Contract Data

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- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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

Guarantor's Signatory 1 ..... Guarantor's Signatory 2 .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp



Part C1 Agreements and Contract Data

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**LIST OF INSTITUTIONS FROM WHICH CONTRACT SURETIES CAN BE ACCEPTED:**

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance

**NB: List of institutions is not limited to the above mentioned; the tenderer may use any other accredited institution to offer contract sureties.**

## C1.4 OCCUPATIONAL HEALTH AND SAFETY

### C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by Blouberg Municipality.

**This agreement is between:**

#### THE CONTRACTOR:

Herein represented by .....

In his capacity as .....Being duly authorized hereto hereinafter referred to as "contractor".

Compensation Commissioner Number:

(Attach a copy of the Registration Certificate to this agreement)

Company : Name:

Registration Number:

CEO : Name:

ID Number:

Physical Address:

.....

**And the**

**BLOUBERG MUNICIPALITY  
(Hereinafter referred to as "client")**

#### 1. DEFINITIONS

- |     |                               |   |
|-----|-------------------------------|---|
| 1.1 | <b>CONTRACTOR</b>             | Means the "Contractor" as defined in the "Principal Contract" Annexed hereto in his capacity as mandatory.  |
| 1.2 | <b>MANDATORY</b>              | Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials. |
| 1.3 | <b>THE PRINCIPAL CONTRACT</b> | Means the contract annexed hereto as annexure "A".  |
| 1.4 | <b>CLIENT</b>                 | Blouberg Municipality   |
| 1.5 | <b>RISK CONTROL OFFICER</b>   | A person appointed in writing by the client   |

- 1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

## 2. OBJECTIVE

- 2.1 Whereas client and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify the client against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both the client and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.
- 2.2 These rules are applicable to all contractors performing work for the client within the jurisdictional area of the client and on any premises which are owned, rented or developed by the client
- 2.3 The client acts through those officials or persons who are generally or specifically charged with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

### IT IS HEREBY AGREED AS FOLLOWS:

## 3. INDEMNITIES

- 3.1 The "Contractor" hereby indemnifies the "the client" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:
- 3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2014 as promulgated on 7 February 2014, in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 37305 and Regulation Gazette No. 10113. See Annexure B.
  - 3.1.2 The Health Act 63 of 1977.
  - 3.1.3 Road Traffic Act 29 of 1989 (as amended).
  - 3.1.4 Environment Conservation Act 73 of 1989.
  - 3.1.5 The National Water Act 36 of 1998.
  - 3.1.6 The Criminal Procedure Act 51 of 1977.
  - 3.1.7 The Explosives Act 26 of 1956.
  - 3.1.8 The Arms and Ammunition Act 75 of 1969.
  - 3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
  - 3.1.10 The Labour Relations Act 66 of 1995.
  - 3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
  - 3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
  - 3.1.13 Standards Act 29 of 1993.
  - 3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
  - 3.1.15 Any other health and safety standard prescribed by the "the client".
  - 3.1.16 Covid 19 Mitigation Regulations available at the time of appointment
- 3.2 The "Contractor" shall ensure that he familiarises himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.
- 3.3 The "Contractor" shall indemnify the "client" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "client" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any

subcontractor, agent or employee of the subcontractor.

3.4 The "Contractor" shall and hereby indemnifies the "client " against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".

3.5 The "Contractor" shall and hereby indemnifies the "client " against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

#### **4. PERFORMANCE SAFE WORKING PRACTICE**

4.1 The "client " requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the " client 's" jurisdictional area or on its premises.

4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.

4.3 The "client " shall assist the "Contractor" in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

#### **5. LOCK OUT PROCEDURE**

5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.

5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

#### **6. CRANES, VEHICLES AND HOISTING**

6.1 For each crane or hoisting equipment used, the "Contractor" must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the "client ".

6.2 Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the "Contractor" may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

- i) An agreement was concluded with the "client ".
- ii) Approval has been obtained from the "client " to perform the work.
- iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The "Contractor" shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the "Contractor"

#### **7. MACHINE VALANCES, PROTECTION AN FENDING**

7.1 No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of "client " if applicable exemption procedures were not appropriated.

## **8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

- 8.1 No equipment or appliance belonging to “client ” may be used without written permission from the “client ”.
- 8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.
- 8.3 In exceptional cases, where tools and equipment belonging to “client ” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “client ” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The “Contractor” is responsible for the returning of said tools and equipment in the same condition or better. The “Contractor” is responsible to “client ” for any damage or excessive wear of such tools or equipment and material.

## **9. EXCAVATIONS**

- 9.1 Before any excavations commence, written permission must be obtained from the “client ” to confirm the location of existing electrical cables, water pipes, etc.
- 9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- 9.4 If any property is in danger during excavation, it must be supported, sand the proposed support work must be submitted to the Department of Labour (OHS) and the “client ” for approval.
- 9.5 Written permission must be obtained from the “client ” to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

## **10. FIRST AID**

- 10.1 The “Contractor” must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:
- (i) SA Red Cross Association;
  - (ii) St Johns Ambulance;
  - (iii) SA First Aid League; or
  - (iv) A person or organization approved by the Chief inspector for this purpose.
- 10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency “client ’s” Ambulance / Fire Department or emergency services may be contacted at .....

## **11. FLAMMABLE LIQUIDS**

- 11.1 The “Contractor” shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The “Contractor’s” employees must be informed of “client ’s” fire prevention measures and evacuation procedures.

## **12. COMPENSATION BY CONTRACTOR**

- 12.1 The “Contractor” shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the “Contractor” or the “Contractor’s” employees.

**13. TRANSGRESSION OF RULES AND MISBEHAVIOUR**

13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "client" shall not be tolerated. The "client" may (without any reason) demand that any employee of the "Contractor" be withdrawn from the principal "Contract" or site.

**14. INCIDENT REPORTING**

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the "Contractor", to the Department of Labour, as well as to the "client" and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to ..... The "client" shall further be provided with a written report relating to any incident.

14.2 The "client" will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the "Contractor" and/or his employees and/or his subcontractors.

14.3 The "Contractor" undertakes to report to the "client" anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

**15. LIAISON AND SUPERVISION**

15.1 The "Contractor" hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and the "client" representative regarding any hazards or incidents that may be identified or encountered during the performance of the "Principal Contract".

**16. SERVICE INTERRUPTION**

16.1 Should any work done by the "Contractor" cause a possible interruption, written permission must be obtained from the "client", before such work commences. The "Contractor" may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the "client".

**17. CONFIDENTIALITY**

17.1 The "Contractor" and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the "client".

17.3 The "Contractor" shall not put up any advertisements or billboard at the site without permission.

17.4 The "Contractor" shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the "client", or have photographs taken, published or let it be published.

**18. CONTRACT SITE AND PRESERVATION**

18.1 Employees of the "Contractor" shall not be allowed entrance to the site unless a valid identity document, issued by the "client", is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

**19. COMPLETION OF WORK**

19.1 The "Contractor" or his employees shall not leave the contract site before the "client" is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

**20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

20.1 The "Contractor" shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

**21. SEARCHES**

21.1 The "Contractor" and any person engaged in the contract work may at any time be searched by "client " appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

**22. GENERAL CONDITIONS**

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the "Contractor-"

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of "client " in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the "client " against any or all liability which may be incurred by the "client " as a result of the omission of the "Contractor", his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which "client " may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the "client " as a result of the contravention or non-compliance by the "Contractor", his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the "Contractor" neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the "client " shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay "client ", upon demand, all costs and expenses incurred by "client ", in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the "client " will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

**23. "CONTRACTOR" IDENTIFICATION BOARD**

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

Company name

On behalf of which division/department the work is being done

The contact number and name of the person representing the "Contractor"

The contact number and name of the person representing "client "

**24. ACKNOWLEDGEMENT**



- 24.1 The “Contractor” hereby acknowledges that he has read and received a copy of the “Principal Contract” and agrees to be bound by and undertakes to observe all the terms and conditions of the “Principal Contract”. This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

**25. EXCEPTIONS AND OMISSIONS**

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**26. REMARKS**

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**THE CONTRACTOR**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CONTRACTOR

1. ....

2. ....

**THE CLIENT**

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

.....  
THE CLIENT

1. ....

2. ....

**INDEMNITY CERTIFICATE**

Contractor : \_\_\_\_\_

Employer : Blouberg Municipality

Contract : \_\_\_\_\_

I/we \_\_\_\_\_ Hereafter the “Contractor”

“Contractor” hereby indemnifies the client against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against “client”, as well as of any loss or damage which the “client” suffers or expenditure the “client” incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such

claim may be or whatever loss or damage the "client " suffers.

THUS done and signed at ..... on this ..... day of..... 20....

**WITNESSES:**

1. ....

.....  
**CONTRACTOR**

2. ....

.....  
**CLIENT**



**ACKNOWLEDGEMENT CERTIFICATE**

I, in my capacity as.....

Duly authorized hereto.....representing

..... Contractors, acknowledge receipt  
Of a copy of the client 's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON ..... 20....

I, ..... accept the abovementioned appointment, and declare that I am familiar with the contents of the Department Safety Manual for contractors.

**CASUALTIES REGISTRATION NUMBER**

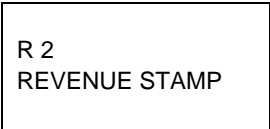
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED AT ..... ON ..... 200....

SIGNATURE:

- WITNESSES: 1. ....  
2. ....

A copy of this certificate shall be submitted to the "client " before any work commences.



# SECTION C2.1: PRICING DATA

## SECTION C2.2: PRICING INSTRUCTIONS

### GENERAL

This section provides the tenderer with guidelines and requirements with regard to the completion of the Bill of Quantities. The Schedule must be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

### CORRECTION OF ENTRIES MADE BY TENDERER

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

1. Measurement and payment shall be in accordance with the relevant provisions of the SABS 1200 as amended in the Scope of Works.
2. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the 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 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.

**BID NO: BM02/21/22**  
**Part C2: Pricing Data**  
**Section C2.2 Provisional Bills of Quantities**

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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)
1. The General Conditions of Contract, the Special Conditions of Contract, the Technical Specifications (including the Project Specification and Standards) and the drawings shall be read in conjunction with the Bill of Quantities.
2. (a) The Bills comprise items covering the Contractor's profit and costs of general liabilities and of construction of Temporary and Permanent Works.  
(b) Although the Tenderer is at liberty to insert a Rate of his own choosing for each Item in the Bill, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the Rates to be paid for such Additional Work on the Rates inserted in the Schedule by the Contractor.
3. The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.  

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.
4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.
5. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even Where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The tenderer shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of

**BID NO: BM02/21/22**  
**Part C2: Pricing Data**  
**Section C2.2 Provisional Bills of Quantities**

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items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

6. The Prices and Rates to be inserted in the Bill of Quantities shall be the full inclusive net prices (Excluding V.A.T) to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the Work described, and shall cover the cost of all general risks, liabilities, and obligations set forth of implied in the Documents on which the Tender is based.
7. The Tenderer must also provide in his prices for anything not specially mentioned but obviously required to enable the plant and equipment as described to function correctly as specified.
8. The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorization for the contractor to order material or to execute work. The contractor shall determine the required quantities based on the drawings for all work before ordering any materials or executing work or making arrangements in this regard.
9. The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.
10. All Rates in this document shall exclude VAT. An allowance has been made for the inclusion of VAT in the Final Summary of this Bill.
11. A Price or Rate shall 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. Where no quantity appears, the Tendered must insert relevant quantity according to his design.
12. Any additional charges in connection with off-site storage which there may be over and above the prices quoted in the various sections of this Bill of Quantities shall be set out in a separate schedule accompanying the tender
13. Arithmetical errors in the Bill of Quantities will be corrected in accordance with Clause F3.9 of the Conditions of Tender
14. Mistakes made by the Tenderer in the completion of the Bill of Quantities shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above and the correction initialed by the Tenderer. Failure to observe this condition of Contract may lead to the Tender being disqualified.
15. The Tenderer shall price each item in the Bill of Quantities in BLACK INK or type script.
16. Monthly payments: The Tenderer must supply with his tender a project programme (MS Projects 2007 or latest), complete with resource loading, the applicable rand value for each activity. Once the

**BID NO: BM02/21/22**  
**Part C2: Pricing Data**  
**Section C2.2 Provisional Bills of Quantities**

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construction programme is agreed, monthly payments will be based on the actual work done marked up on the construction programme.

17. Generally cross referencing in these Bills is only made to certain Specifications. The Tenderer is advised to study the complete Specification carefully before pricing the Bills. Failure to do so, or any errors or omissions in the cross referencing in these Bills will not constitute a basis for any claim arising there from.
18. A price or Rate shall **not** include a Contingency for unforeseen events but shall include for cost price adjustment (inflation).
19. The Contract will not be sub-divided.
20. The Tenderer shall price each item in the Bill of Quantities in BLACK INK or type script.
21. Monthly payments: The Tenderer must supply with his tender a project programme (MS Projects 2007 or latest), complete with resource loading, the applicable rand value for each activity. Once the construction programme is agreed, monthly payments will be based on the actual work done marked up on the construction programme.
22. Generally cross referencing in these Bills is only made to certain Specifications. The Tenderer is advised to study the complete Specification carefully before pricing the Bills. Failure to do so, or any errors or omissions in the cross referencing in these Bills will not constitute a basis for any claim arising there from.
23. A price or Rate shall **not** include a Contingency for unforeseen events but shall include for cost price adjustment (inflation).
24. The Contract will not be sub-divided.



## SECTION C2.3: PROVISIONAL BILLS OF QUANTITIES

Please note that it is mandatory to submit the complete Priced Bills of Quantities with the Returnable Documents in the following acceptable formats:

Filled in, in clearly legible and PERMANENT BLACK INK.

BM 02/21/22  
CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6  
Volume 1 Tender and Contract  
SCHEDULE OF QUANTITIES  
**PRELIMINARY AND GENERAL ITEMS**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	AMOUNT
		<b><u>PRELIMINARY AND GENERAL ITEMS</u></b>			
1.1	SANS 1200A	<b>FIXED CHARGE AND VALUE RELATED ITEMS</b>			
	8.3.1 PSA 8.3.1	<b>CONTRACTUAL REQUIREMENTS</b>			
1.1.1		Fixed Obligations	sum	1	
1.1.2		Surety and Insurance of works	sum	1	
1.1.3		Common Law Liability insurance	sum	1	
1.1.4		Third Party insurance	sum	1	
	8.3.2 PSAB	<b>ESTABLISH FACILITIES ON THE SITE</b> Municipality will provide the space, Contractor Responsibility is to provide furniture			
1.1.6	8.3.2.1	<b>FACILITIES FOR THE ENGINEER</b>			
	a)	2 x Karters or similar folding Table, 2 x Classic Raegon Pu and Mesh High back chairs or similar, 1 x Steelcupboard	sum	1	
	b)	Name board (approx 3m * 2m)	sum	1	
	c)	Communication facility including airtime	sum	1	
1.1.7	PSAB	Survey instruments (New and Calibreted) and assistants	sum	1	
1.1.8	PSAB	Meeting room with furniture for min 12 people for duration of contract ( 3 Karters or similar foldable table and 12 plastic Chairs)	sum	1	
1.1.9	8.3.2.2	<b>FACILITIES FOR CONTRACTOR</b> Municipality will provide the space, Contractor Responsibility is to provide furniture			
	a)	Furniture for Office and storage sheds ( 4 x Karters or similar folding Table, 4 x Classic Raegon Pu and Mesh High back chairs or similar, 2 xsteel cupboard)	sum	1	
	b)	Ablution and toilet facilities	sum	1	
	c)	Tools and equipment	sum	1	
1.1.10	PSAB	Water supply, electric power, communications, dealing with water and access	sum	1	
1.1.11	8.3.3	Other fixed charge obligations	sum	1	
1.1.12	8.3.4	Removal of site establishment	sum	1	
	Vol 2	<b>OHS REQUIREMENTS</b>			
1.1.13	Vol 1	Compile Health and Safety Plan	sum	1	
<b>SUB-TOTAL CARRIED FORWARD</b>					

BM 02/21/22  
CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6  
Volume 1 Tender and Contract  
SCHEDULE OF QUANTITIES  
PRELIMINARY AND GENERAL ITEMS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY		AMOUNT
<b>BROUGHT FORWARD</b>						
1.1.14	Vol 1	Implement Health and Safety Plan	sum	1		
1.1.15		Appoint safety officer for duration of contract	sum	1		
1.1.16		Compliance with the EMP	sum	1		
1.2	SANS 1200A 8.4	<b>TIME RELATED ITEMS</b>				
	8.4.1	<b>CONTRACTUAL REQUIREMENTS</b>				
1.2.1		Surety or bank guarantee	sum	1		
1.2.2		Insurance of works	sum	1		
1.2.3		Common Law Liability insurance	sum	1		
1.2.4		Third Party insurance	sum	1		
1.2.7	8.4.2 PSAB 8.4.2.1	<b>OPERATE AND MAINTAIN FACILITIES ON THE SITE FACILITIES FOR ENGINEER FOR THE DURATION OF CONSTRUCTION</b>				
	a)	Furnished Offices 1 no. Type 1	sum	1		
	b)	Name board (approx 3m * 2m)	sum	1		
	c)	Communication facility including airtime	sum	1		
1.2.8	PSAB	Survey instruments (New and Calibrated) and assistants	sum	1		
1.2.9	PSAB	Meeting room with furniture for min 12 people for duration of contract	sum	1		
1.2.10	8.4.2.2.	<b>FACILITIES FOR CONTRACTOR FOR THE DURATION OF CONSTRUCTION</b>				
	a)	Offices and storage sheds	sum	1		
	b)	Workshop	sum	1		
	e)	Ablution facilities	sum	1		
	f)	Tools and equipment	sum	1		
1.2.11	PSAB	Water supply, electric power, communications, dealing with water and access	sum	1		
1.2.12	8.4.3	Supervision for duration of construction	months	5		
1.2.13		Company and head office overhead costs	months	5		
1.2.14		Other time related obligations	sum	1		
1.2.15		PSC reimbursements	prov.sum	1	R7 000,00	R7 000,00
1.2.16		Contractors percentage to cover cost of item above	%		R7 000,00	
1.3		<b>OHS REQUIREMENTS</b>				
1.3.1		General requirements for compliance with the OHSA for the duration of the contract	sum	1		
1.3.2		General requirements for compliance with the EMP for the duration of the contract	sum	1		
<b>SUB-TOTAL CARRIED FORWARD</b>						

BM 02/21/22  
CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6  
Volume 1 Tender and Contract  
SCHEDULE OF QUANTITIES  
PRELIMINARY AND GENERAL ITEMS

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	AMOUNT
<b>BROUGHT FORWARD</b>					
1.3.3	PSA 8.7.3	<b>DAYWORK</b> Expenditure on dayworks (i.e. wages paid to workmen and invoiced cost of materials, delivered on site)	prov.sum	1	R30 000,00
1.3.4		EXTRA OVER ITEM 1.3.1 FOR SUPERVISION, OVERHEADS AND ALL OTHER COSTS RELATED TO THE DAYWORK ITEMS UNDER ITEM 1.3.2 TO 1.3.4 FOR THE FOLLOWING: Skilled labourers	%	15000	
1.3.5		Unskilled labourers	%	6000	
1.3.6		Material	%	9000	
1.3.7		<b>PLANT HIRE RATES</b> THE APPROPRIATE TYPES AND SIZES (T&S) OF THE PLANT SHALL BE STATED IN THE SPACE PROVIDED: Front-end loader (T&S .....)	hrs	8	Rate Only
1.3.8		Bulldozer (T&S .....)	hrs	8	Rate Only
1.3.9	Grader (T&S .....)	hrs	8	Rate Only	
1.3.10	Excavators (T&S .....)	hrs	8	Rate Only	
1.3.11	Tip Trucks (T&S .....)	hrs	8	Rate Only	
<b>TOTAL FOR SECTION 100 (CARRIED TO SUMMARY)</b>					

Contract No.BM 02/21/22  
**CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6**  
**Volume 1 Tender and Contract**  
**SCHEDULE OF QUANTITIES**  
**PROVISIONAL SUMS**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>PROVISIONAL SUMS</b>						
2.1		<b>Provisional items: To be applied only if and when specifically ordered by the Engineer.</b>				
2.1.1		Allow a provisional sum of R 75,000 for Technical and Generic Training	Prov. Sum	1	75 000,00	R75 000,00
		Contractors percentage to cover cost of item 2.1.1 above	%	75 000,00		
2.1.3		Community Liason Officer	months	5	3 900,00	R19 500,00
2.1.4		Contractors percentage to cover cost of item 2.1.3 above	%	19 500,00		
2.1.5		Safety Representative	months	5	2 900,00	R14 500,00
2.1.6		Contractors percentage to cover cost of item 2.1.5 above	%	14 500,00		
2.1.7		Allow a provisional sum of R 14,000 for the Provision of Accomodation for Engineer's representative for the duration of the project	Prov. Sum	1	14 000,00	R14 000,00
2.1.8		Contractors percentage to cover cost of item 2.1.11 above	%	14 000,00		
<b>SUB-TOTAL CARRIED FORWARD TO SUMMARY</b>						

Contract No.BM 02/21/22  
CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6  
Volume 1 Tender and Contract  
SCHEDULE OF QUANTITIES

SECTION 300 - PRECAST CONCRETE (STRUCTURAL) - CONCRETE STANDS - NO ROOF

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3.1	SANS 1200GE	<b><u>PRECAST CONCRETE (STRUCTURAL)</u></b>				
3.1.1	PSA8.2.1	Design, supply and construct precast concrete structural Units as per the Corestruc or Similar production including foundation, reference must be made to Concept drawings number S35.2-B-LP-001, S35.2-B-EL-001, S35.2-B-EL-002, S35.2-B-EL-003. <b>(3256 Seater)</b> <b>The Bidder to note that the hard rock is expected therefore the precast prices must include such work for the footings (Prices will be deemed inclusive of such)</b> <b>Additional Technical information</b>  <b>Allowable span 5000mm</b> <b>Sitting Stairs - Rise 510mm, landing 800mm</b>  <b>Horizontal column intervals center to center from lowest sits 6011mm, second column 7200mm</b> <b>Length of the ocvered stand 104.5m</b> <b>Total Seat allowable is 3256</b>	Sum	1		
3.1.2						
3.1.3	8.2.7	Loading Testing of Units				
3.1.3.1	a)	Non-destructive Tests	sum	1		
3.1.3.2	b)	Destrutive Tests	Sum	1		
<b>SUB-TOTAL CARRIED FORWARD TO SUMMARY</b>						

**Contract No.BM 02/21/22**  
**CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6**  
**Volume 1 Tender and Contract**  
**SCHEDULE OF QUANTITIES**  
**SUMMARY**

<b>SUMMARY OF BILL OF QUANTITIES</b>		
<b>Section</b>	<b>Description</b>	<b>Amount</b>
100	PRELIMINARY AND GENERAL ITEMS	R
200	PROVISIONAL SUMS	R
300	PRECAST CONCRETE (STRUCTURAL & NO ROOF) - 3256 SEATER	R
<b>SUB-TOTAL 1</b>		<b>R</b>
CONTIGENCY @ 3%		R
<b>SUB-TOTAL 2</b>		<b>R</b>
ADD 15% of sub-total 1 for VALUE ADDED TAX (VAT)		R
<b>TOTAL CARRIED TO FORM OF OFFER</b>		<b>R</b>

## **BLOUBERG MUNICIPALITY**

**BID NO: BM02/21/22**

### **CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6**

#### **C3: SCOPE OF WORK**

##### **C3.1 STANDARD SPECIFICATIONS**

##### **C3.2 PROJECT SPECIFICATIONS**

###### **PART A: GENERAL**

- PS-1 Project Description
- PS-2 Description of the Site and Access
- PS-3 Details of the Works
- PS-4 Construction Management Requirements

###### **PART B: STANDARD SPECIFICATIONS**

- B1 Project Specifications Relating to the Standard Specifications and Other Additional Specifications is tabulated below:

<b>Section</b>	<b>Description</b>
SANS - 1200A	Preliminary and General items
SANS - 1200C	Site Clearance
SANS - 1200D	Earthworks
SABS – 1200GE	Precast Concrete (Structural)
SANS - 1200H	Structural steel works



### **C3.3 PARTICULAR SPECIFICATIONS**

#### **PART C: ENVIRONMENTAL MANAGEMENT PLAN**

- C1 General
- C2. Training and Induction of Employees
- C3. Complaints Register and Environmental Incident Book
- C4. Site Cleanliness and Neatness
- C5. Access
- 6. Borrow Pits
- 7. Dust Control / Air Quality
- 8. Fauna
- 9. Fire Prevention and Control
- 10 Grave Sites
- 11. Materials Handling and Spills Management
- 12. Noise
- 13. Pollution Control
- 14. Rivers and Streams
- 15. Safety
- 16. Soil Management
- 17. Worker Conduct
- 18. Traffic Disturbances and Diversions
- 19. Vegetation
- 20. Waste Management

#### **PART D: DAYWORKS**

- 1. Scope
- 2. Type of Work
- 3. Materials
- 4. Construction Plant Hire
- 5. Salaries and Wages of Workmen
- 6. Measurement and Payment

#### **PART E: PRECONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

- 1. Introduction and Background
- 2. Preconstruction Health and Safety specification
  - 2.1 Scope
  - 2.2 Interpretations
  - 2.3 Minimum Administrative requirements
  - 2.4 Health and Safety Induction, Training and Equipment
  - 2.5 Preliminary Hazard Identification and Risk Assessment
  - 2.6 Permits
  - 2.7 Incentives and Penalties
  - 2.8 Specific Project Requirements
- 3. Financial Provision for Health and Safety
- 4. Guidelines for the preparation of a Typical H&S Plan

## **BLOUBERG LOCAL MUNICIPALITY**

**BID NO: BM02/21/22**

### **CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6**

#### **C3.1 STANDARD SPECIFICATIONS**

The standard specifications on which this contract is based are the **SANS 1200 Standardised specification and NHBRC standards for civil engineering and building construction.**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002) :	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works and where accommodation of traffic is involved:
SANS 1921-2 (2004):	Construction and Management Requirements for Works Contracts; and Part 2: Accommodation of Traffic on Public Roads Occupied by the Contractor.

The following NHBRC specifications are also referred to in this document and the Contractor is advised to obtain them from NHBRC Offices in Polokwane or Nearest Office.

NHBRC Manuals which contains part A & B and the Simplified NHBRC Manual.

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## BLOUBERG LOCAL MUNICIPALITY

### BID NO: BM02/21/22

## CONSTRUCTION OF SENWABARANA SPORTS COMPLEX PHASE 6

### C3.2: PROJECT SPECIFICATIONS

#### STATUS

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

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

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

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

#### PART A: GENERAL

##### PS-1 PROJECT DESCRIPTION

The project entails (but not limited to) the construction of **Precast Concrete Stand to accommodate 3256 seaters** for the Construction of Senwabarana Sports Complex Phase 6.

##### PS-2 DESCRIPTION OF THE SITE AND ACCESS

###### 2.1 Location of site

The sports complex is situated approximately 1.56km north-eastern side of Blouberg Municipality. The sports complex coordinates are tabulated as below:

South	East	Infrastructure
23°17'28.72"	29°09'31.34"	Sports facility

### PS-3 DETAILS OF THE WORKS

A brief detail of the works for which this specification is applicable is as follows:  
 The project entails civil and structural works.

The works consist of the following

Item	Description	Scope of work
<b>STRUCTURAL WORKS</b>		
1	<b>3256</b> -seater concrete grandstand with no roof	<ul style="list-style-type: none"> <li>- The stand is estimated at <b>3256 seater</b> to allow the usage of <b>Corestruct or Similar</b> precast which has limited heights.</li> <li>- The bidders will have to submit a designs for acceptance the Project Engineer prior build, the preliminary concept is provided as part of this document.</li> <li>- The designs must be signed off by the registered Structural Engineer.</li> <li>- Earthworks for reinforced foundation <b>(The Bidder to note that the hard rock is expected therefore the precast prices must include such work for the footings)</b></li> <li>- Casting of Concrete as specified by the Designer</li> <li>- Making the site good after completion of the works.</li> </ul>

#### 3.2 Nature of ground conditions and subsoil conditions

From the Geotechnical report no ground water was identified during the investigation. The soil profile is between G8 and G9. Hardrock is expected.

#### 3.3 Labour recruitment conditions

A PLC has not been established but it's a vital means of communication between all parties involved with the project. The composition of the PLC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PLC, and this representative may be also required to attend the monthly PLC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PLC. The PLC has formed a Labour Committee who shall assist the Contractor with the recruitment of local labourers to ensure an equal distribution of

people employed between the various villages in the area.

### **3.4 Construction in confined Areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

However, the Contractor shall note that, unless provided for in terms of the scheduled payment items in the COLTO Standard Specifications or these project specifications, measurement and payment shall be in accordance with the specified cross sections and dimensions only, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

## **PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS**

### **4.1 General**

The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

Certain aspects however require further attention as described hereafter.

#### **4.1.7 Drawings** *(Read with SANS 1921 – 1: 2004 clauses 4.1.7; 4.1.11 and 4.1.12)*

The reduced drawings which form part of the tender documents shall be used for tendering purposes only.

The contractor shall be supplied with three complete paper copies of the construction drawings free of charge. The Contractor shall at his own expense produce there from all further paper prints required for the construction of the work.

At the completion of the Contract, the Contractor shall return to the Engineer all drawings, provided or made, during the contract period. Any information which the Contractor has control over and which is required by the Resident Engineer to complete the as-built drawings shall be made available to the Resident Engineer before the completion certificate is issued.

Only written dimensions may be used. Dimensions are not to be scaled from drawings unless ordered by the Engineer. The Engineer will supply all figures / dimensions which are not shown on the drawings. The levels or dimensions given on the drawings are subject to confirmation on site. The Contractor shall submit all levels and dimensions to the Engineer for confirmation before he commences with any structural construction

work. The Contractor shall also check all clearances which are given on the drawings and inform the Engineer of any conflicting dimensions.

Any destination names on road signs which may be indicated on the drawings are subject to confirmation by the Engineer before these signs are manufactured.

#### **4.2 Responsibilities for design and construction**

##### **Engineer**

The Engineer responsible for the design in accordance with the specification is: Sizeya Consulting Engineers.

#### **4.3 Planning and Programme** *(Read with SANS1921-1:2004 clause 4.3)*

##### **Preliminary programme**

The Contractor shall include with his tender a preliminary programme on the prescribed form to be completed by all Tenderers. The programme shall be in the form of a simplified bar chart with sufficient details to show clearly how the works will be performed within the time for completion as stated in the Contract Data.

Tenderers may submit tenders for an alternative Time for Completion in addition to a tender based on the specified Time for Completion. Each such alternative tender shall include a preliminary programme similar to the programme above for the execution of the works and shall motivate his proposal clearly by stating all the financial implications of the alternative completion time.

The Contractor shall be deemed to have allowed fully in his tendered rates and prices as well as in his programme for all possible delays due to normal adverse weather conditions and special non-working days as specified in the Special Conditions of Contract, in the Project Specifications and in the Contract Data.

The following constraints shall be taken into account in preparing the preliminary construction programme which must be submitted with the Tender. These same constraints shall apply to the final construction programme.

- a) The Contract time is **8 months**. Plant and personnel requirements to complete the project in **8 months** must be incorporated in the Tender.
- b) A high standard of traffic accommodation
- c) Ancillary works by Emerging Contractors

##### **Programme in terms of Clause 5.6 of the General Conditions of Contract**

It is essential that the construction programme, which shall conform in all respects to Clause 5.6 of the General Conditions of Contract, be furnished within the time stated in the Contract Data. The preliminary programme to be submitted with the tender shall be used as basis for this programme. The Contractor's attention is also drawn to clause 5.6.4 and 5.6.5 of the General Conditions of Contract 2015.

#### **4.4 Quality Assurance (QA)** *(Read with SANS 1921 – 1: 2004 clause 4.4)*

The Contractor will be solely responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA)

system on site. The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the Engineer or the Engineer's representative to act as foreman or surveyor.

**4.6 Management and disposal of water** *(Read with SANS 1921 - 1: 2004 clause 4.6)*

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**4.10 Earthworks** *(Read with SANS 1921 - 1: 2004 clause 4.10)*

**Borrow pits and spoil areas**

No borrow pit for this project.

**4.11 Testing** *(Read with SANS 1921 – 1: 2004 clause 4.11)*

**Process control**

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Engineer.

The Contractor may establish his own laboratory on site or he may employ the services of an independent commercial laboratory. Whatever method is used, the Contractor must submit the results of tests carried out on materials and workmanship when submitting work for acceptance by the Engineer. The costs for these tests shall be deemed to be included in the relevant rates and no additional payment will be made for testing as required.

**Acceptance control**

The process control test results submitted by the Contractor for approval of materials and workmanship may be used by the Engineer for acceptance control. However, before accepting any work, the Engineer may have further control tests carried out by a laboratory of his choice. The cost of such additional tests will be covered by a provisional sum provided in the schedule of quantities, but tests that failed to confirm compliance with the specifications, will be for the account of the Contractor.

**4.14 Site Establishment** *(Read with SANS 1921 - 1: 2004 clause 4.14)*

### **Contractor's camp site and depot**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer, the Blouberg Municipality and the Project Liaison Committee (PLC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

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

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

### **Accommodation of Employees**

No employees except for security guards will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

#### **4.15 Survey beacons** *(Read with SANS 1921 - 1: 2004 clause 4.15)*

The Contractor shall take special precautions to protect all permanent survey beacons or pegs such as benchmarks, stand boundary pegs and trigonometrical beacons, regardless whether such beacons or pegs were placed before or during the execution of the Contract. If any such beacons or pegs have been disturbed by the Contractor or his employees, the Contractor shall have them replaced by a registered land surveyor at his own cost.

#### **4.17 Existing Services** *(Read with SANS 1921 - 1: 2004 clause 4.17)*

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.



Prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately.

The Contractor shall take note of the requirements of clause 1202 of the standard specifications with regard to services.

#### **4.18 Health and Safety** (*Read with SANS 1921 - 1: 2004 clause 4.18*)

##### **4.18.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2014 issued on 02 June 2017 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.2.4

##### **Health and Safety Specifications and Plans**

###### **(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

###### **(b) Tenderer's Health and Safety Plan**

The Tenderer shall submit with his tender his own documented Health and Safety Plan he proposes to implement for the execution of the work under the contract. His Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2014.

(viii) COVID 19 risk assessment

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

**Cost of compliance with the OHS Act Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

**4.18.2 Requirements for Accommodation of Traffic** (Read with SANS 1921 - 2: 2004)

**General**

The Contractor will be responsible for the safe and easy passage of public traffic past and on sections of roads of which he has occupation or where work has to be done near traffic.

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

Accommodation of traffic, where applicable shall comply with SANS 1921-2: 2004: Construction and Management Requirements for Works Contracts, Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor. The Contractor shall obtain this specification from Standards South Africa if accommodation of traffic will be involved on any part of the construction works.

**Basic Requirements**

The travelling public shall have the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on the road.

The Contractor shall ensure that all road signs, barricades, delineators, flagmen and speed controls are effective, and that courtesy is extended to the public at all times.

Failure to maintain road signs, warning signs or flicker lights, etc, in a good condition shall constitute ample reason for the Engineer to suspend the work until the road signs, etc, have been repaired to his satisfaction.

The Contractor may not commence constructional activities affecting existing roads

before adequate provision has been made to accommodate traffic in accordance with the requirements of this document and the South African Road Traffic Signs Manual.

The Contractor shall construct and maintain all temporary drainage works necessary for temporary deviations.

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area in which he is working.

### **Payment**

The Contractor's tendered rates for the relevant items in the Bill of Quantities shall include full compensation for all possible additional costs which may arise from this, and no claims for extra payment due to inconvenience as a result of the modus operandi will be considered.

## **4.19 Management of the environment** *(Read with SANS 1921 - 1: 2004 clause 4.19)*

Respect for the environment is an important aspect of this contract and the Contractor shall pay special attention to the following:

### (a) Natural Vegetation

The Contractor shall confine his operation to the limits of the road reserve for the purpose of constructing the works and where applicable detours, shall be sited in consultation with the Engineer and the local communities.

Only those trees and shrubs directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped. The natural vegetation, grassing and other plants shall not be disturbed other than in areas where it is essential for the execution of the work or where directed by the Engineer.

### (b) Fires

The Contractor shall comply with the statutory and local fire regulations. He shall also take all necessary precautions to prevent any fires. In the event of fire the Contractor shall take active steps to limit and extinguish the fire and shall accept full responsibility for damages and claims resulting from such fires which may have been caused by him or his employees.

### (c) Environmental Management Plan

In addition to the above all requirements according to the Environmental Management Plan as detailed in C3.3, Particular Specifications, will be adhered to.

**C3.4: OHSA 1993 SAFETY SPECIFICATION**

**REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION**

*INDEX*

<b>Item</b>	<b>Description</b>	<b>Page No</b>
1.	SCOPE.....	C3-
1.1	Scope of Specification.....	C3-
1.2	Philosophy.....	C3-
2.	INTERPRETATIONS.....	C3-
2.1	Supporting specifications.....	C3-
2.2	Application.....	C3-
2.3	Definitions.....	C3-
2.4	Duties, responsibilities and liabilities.....	C3-
3.	GENERAL REQUIREMENTS OF HEALT AND SAFETY PLAN.....	C3-
3.1	General.....	C3-
3.2	Outline of Health and Safety Plan.....	C3-
4.	RISK ASSESSMENT.....	C3-
4.1	General.....	C3-
4.2	Forms of Risk Assessment.....	C3-
4.3	Methodology for the Preparation of Risk Assessments.....	C3-
4.4	Elements of a Risk Assessment.....	C3-
5.	RESOURCES.....	C3-
5.1	General.....	C3-
5.2	Employees.....	C3-
5.3	Plant, Vehicles and Equipment.....	C3-
6.	MATERIALS.....	C3-
6.1	General.....	C3-
6.2	Fall Protection Equipment.....	C3-
6.3	Scaffolding.....	C3-
6.4	Use and temporary storage of flammable liquids on construction sites.....	C3-
6.5	Stacking and storage.....	C3-
6.6	Personnel Safety Equipment and Facilities.....	C3-
6.7	First Aid, Emergency Equipment and Procedures.....	C3-
7.	CATEGORIES OF WORK.....	C3-
7.1	General.....	C3-
7.2	Site Clearance.....	C3-
7.3	Earthworks.....	C3-

<b>Item</b>	<b>Description</b>	<b>Page No</b>
7.4	Concrete.....	C3-
7.5	Pipes.....	C3-
8.	IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN.....	C3-
8.1	General.....	C3-
8.2	Administrative Systems.....	C3-
8.3	Reporting Systems.....	C3-
8.4	Training.....	C3-
8.5	Safety Meetings.....	C3-
8.6	Inspections and Monitoring.....	C3-
9.	AUDITING.....	C3-
9.1	Internal Audits.....	C3-
9.2	Audits by Employer of Safety Agent.....	C3-
10.	MEASUREMENT AND PAYMENT.....	C3-
10.1	Measurement and payment.....	C3-

**ANNEXURES**

- Annexure 1 Appointment letters*
- 1.1 Appointment of Assistant Construction Supervisor
  - 1.2 Appointment of Construction Site Health and Safety Officer
  - 1.3 Appointment of Construction Vehicle and Mobile Plant Inspector
  - 1.4 Appointment of Subcontractor
  - 1.5 Appointment of Construction Supervisor
  - 1.6 Appointment of Excavation Work Supervisor
  - 1.7 Appointment of Formwork and Support Work Supervisor
  - 1.8 Appointment of Ladder Inspector
  - 1.9 Appointment of Risk Assessor
  - 1.10 Appointment of Scaffolding Supervisor
  - 1.11 Appointment of Stacking Supervisor

- Annexure 2 Notification Templates*
- 2.1 Notification for Construction Work

- Annexure 3 Identified Health and Safety Hazards*

## **C3.4 REFERENCES TO THE SCOPE OF WORKS IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS: HEALTH AND SAFETY SPECIFICATION**

### **1. SCOPE**

#### **1.1 Scope of Specification**

This specification covers the principles, duties, responsibilities, liabilities, and requirements applicable in respect of health and safety in the work place on construction work.

This document constitutes the Employers' Health and Safety Specification as defined in the Construction Regulations, 2014 of the Occupational Health and Safety Act (Act 85 of 1993).

This specification applies to tunnelling although the minimum requirements for tunnelling are contained in the Mines Health and Safety Act. This specification however does not apply to underground construction at this point in time as covered by the Mines Health and Safety Act, 1996 (Act 29 of 1996) as amended.

#### **1.2 Philosophy**

Some of the terms and requirements of the Occupational Health and Safety Act and its Regulations may be novel to Contractors. This specification has therefore been prepared as an instructive guideline without being prescriptive, constraining the competitive advantage or interfering with the legal obligations of the responding parties.

The Health and Safety Plan required in terms of this specification may also be novel to Contractors. This specification has therefore been prepared in such a way to allow Contractors to employ the services of specialist consultants for the preparation and implementation of the same during the construction of the Works.

Health and safety can only be assured on construction works if all stakeholders buy into the Health and Safety plan and when the health and safety of all is an integrated line accountability of all management staff and workers on site. The management systems that are provided for in this specification is to enable the performance statistics of health and safety to be regularly captured, the intention of these systems is not to achieve health and safety by policing the conduct of the Contractor's employees.

In addition to ensuring health and safety, the intention of the management system is rather to commercially exploit the benefit of doing things right the first time that goes hand in hand with top health and safety performance. Accidents and injuries never pay. The loss of production and the cost of injuries, however, relatively infrequent they may be, far outweigh the effort required to maintain top health and safety on construction.

The specification accordingly provides for:

- a) Independent periodic audits to ensure an unbiased pursuit of health and safety,
- b) Follow-up audits to ensure the implementation of prescribed remedial actions,

- c) The review of the efficiency and effectiveness of the Contractor's Health and Safety Plan,
- d) The preparation of regular reports of inspections and accidents to enable the tracking of changes in health and safety performance,
- e) The monitoring of conditions on a continuously pro-active basis to ensure that hazards are without delay identified, assessed and remedied should it threaten the health and safety of persons and property,
- f) Ad hoc inspections to ensure that health and safety is pursued with dedication and not out of intimidation or coercion, and
- g) Development of all aspects of the Contractor's Health and Safety Plan.

The fundamental intention of this specification is that the preservation of health and safety will become a core value of all involved during the construction of the Works.

This Specification does not require the preparation of an unduly extensive or complex risk assessment. The Contractor should rather prepare a risk assessment which takes the size of the project, the size of the Contractor's organization, the conditions of the workplace and the nature, complexity and significance of the hazards likely to be encountered during the execution of the Works into account.

## **2. INTERPRETATIONS**

### **2.1 Supporting specifications**

Where this specification is required for a project, the following specifications (as amended) shall, inter alia, form part of the contract document:

- a) Occupational Health and Safety Act, 1993, and its regulations which shall include, but shall not be limited to the following:

**Construction Regulations, 2014,**  
**General Safety Regulations,**  
**General Administrative Regulations, 1996,**  
**Driven Machinery Regulations, 1988,**  
**Electrical Installation Regulations, 1992,**  
**Electrical Machinery Regulations, 1988,**  
**Environmental Regulations for Workplaces, 1987, and Facilities Regulations, 1990.**  
**Any New Regulation amended due to Covid19.**

- b) Clauses 4.5.2, 4.6, 4.7 and 4.8 of the Contract Data

### **2.2 Application**

This specification contains clauses that are applicable to the occupational health and safety requirements of the Occupational Health and Safety Act, 1993 and its Regulations, in particular the Construction Regulations, 2014 promulgated on 7 February 2014 in terms of Section 43 of the Act.

## 2.3 Definitions

In the Contract (as defined in clause 1. (1)(e) Of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) “Assistant Construction Manager” means a competent person appointed in accordance with regulation 8.(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (b) “Risk Assessor” means a competent person appointed in accordance with regulation 9.(1) Of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (c) “Construction Health and Safety Officer” means a competent person appointed in accordance with regulation 8.(6) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (d) “Construction Manager” means a competent person appointed on a full-time basis in accordance with regulation 8.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (e) “Contractor” means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
- (f) “Fall Protection” means a competent person appointed in accordance with regulation 10.(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer.
- (g) “Employer’s Designer” means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (h) “Contractor’s Designer” means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Engineer and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.
- (i) “Electrical Temporary Installation Inspector” means a competent person appointed in accordance with regulation 22.(d) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (j) “Employer” means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the “Client”, in the Occupational Health and Safety Act, 1993 and its regulations.
- (k) “Engineer” means the natural or juristic person or partnership named as the Engineer in the Conditions of Contract and appointed by the Employer to act as the Engineer in terms of this Contract.
- (l) “Engineer’s Representative” means the person appointed by the Engineer in terms of Clause 2 of the Conditions of Contract.
- (j) “Fall Protection Developer” means a competent person appointed in accordance with regulation 10.(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (k) “Hazard” means any object, action or condition that can potentially harm the health and safety of persons or property.



- (l) “Hazard Identification” means the identification and documenting of existing or expected hazards.
- (m) “Health and Safety Consultant” means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (n) “Health and Safety Plan” means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (o) “Health and Safety Specification” means a documented specification of all health and safety requirements and criteria to mitigate, reduce or control hazards identified.
- (p) “Health and Safety Representative” means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (q) “Ladder Inspector” means a competent person appointed in accordance with regulation 13 of the General Safety Regulations, in writing by the Contractor, with written notification to the Engineer.
- (aa) “Method Statement” means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (bb) “Professional Engineer” means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (cc) “Professional Technologist” means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) “Risk” means the likely occurrence and impact of a hazard.
- (ee) “Risk Assessment” means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) “Safety Agent” means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (gg) “Scaffolding Supervisor” means a competent person appointed in accordance with regulation of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (ii) “Stacking Supervisor” means a competent person appointed in accordance with regulation of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (jj) “Subcontractor” means the natural or juristic person or partnership who is appointed by the Contractor with prior consent of the Engineer to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (kk) “Suspended Platforms Supervisor” means a competent person appointed in accordance with regulation of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.

## 2.4 Duties, responsibilities and liabilities

### 2.4.1 *Principal Parties*

This section covers the duties, responsibilities and liabilities of the following principal parties:

- Employer
- Employer's Safety Agent
- Contractor
- Subcontractor
- Employer's Designer
- Contractor's Designer

The duties and responsibilities of the various principal parties are briefly summarized below (the numbers indicated correspond to the applicable regulation number in the Construction Regulations, 2014). The intention of the summary is not to replace the Regulations, but is included for indicative purposes. The liabilities of each party are also shown.

#### a) Employer

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Employer shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

- 4.(1)(a) Prepare health and safety specifications for the Works.
- 4.(1)(a) Provide copies of the specifications to Tenderers or to the appointed Contractor.
- 4.(1)(b) Provide any information to the Contractor that may affect the health and safety of his employees.
- 4.(1)(c) Appoint the Contractor in writing for the Works.
- 4.(1)(d) Take reasonable steps to ensure that the Contractor's Health and Safety Plan is implemented and maintained on the Works (which shall include monthly audits).
- 4.(1)(e) Stop the Contractor from executing work, not in accordance with, his Health and Safety Plan or which poses a threat to the health and safety of persons.
- 4.(1)(f) Ensure that sufficient health and safety information and appropriate resources are made available to the Contractor when changes are brought about to the design.
- 4.(1)(g) Ensure that the Contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.
- 4.(1)(h) Ensure that Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works.
- 4.(2) Discuss and negotiate the contents of the Contractor's Health and Safety Plan.
- 4.(2) Approve the Contractor's Health and Safety Plan for implementation.
- 4.(3) On request, make available copies of the Contractor's Health and Safety Plan to his employees, his Subcontractors and inspectors.
- 4.(4) Satisfy himself on the competencies and resources of the Contractor he

intends appointing.

- 4.(6) Satisfy himself on the competencies and resources of his Safety Agent should he decide to appoint one.

In terms of Clause 4.6 of the Contract Data, the Contractor accepts sole liability as mandatory for due compliance with the Occupational Health and Safety Act, 1993 and all its regulations including the Construction Regulations, 2014. The Employer will only be responsible for the duties imposed on the Employer in terms of the Construction Regulations, 2014 as listed above.

b) Employer's Safety Agent

Where the Employer decides to appoint an agent in accordance with regulation 4.(5) of the Construction Regulations, 2014, the duties and responsibilities as imposed by these regulations upon the Employer shall as far as reasonably practicable apply to his Safety Agent.

c) Contractor

In addition to the duties, responsibilities and liabilities specified in the Conditions of Contract, the Contractor shall have the following duties and responsibilities to ensure compliance with the Construction Regulations, 2014:

- 3.(1) & 4.(1)(a) Notify the provincial director in writing of the commencement of the construction works and/or apply for the permit as per regulation.
- 3.(3) Ensure that a copy of the notification/permit letter is kept on site for inspection on request as well as proof of its receipt by the Department of Labour.
- 5.(1) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specifications.
- 5.(1) Apply the Health and Safety Plan from the Commencement Date until completion of the Works.
- 5.(2) Ensure co-operation between all contractors to enable each to comply with the provisions of Construction Regulations.
- 5.(3)(a) Provide any Tenderer or Subcontractor with copies of the Employer's health and safety specifications.
- 5.(3)(b) Appoint Subcontractors in writing.
- 5.(3)(c) Ensure that each Subcontractor's Health and Safety Management Plan is implemented and maintained on their portion of the Works.
- 5.(3)(d) Stop any Subcontractor from executing Works, not in accordance with, the Contractor's Health and Safety Plan or which poses a threat to the health and safety of persons.
- 5.(3)(e) Ensure that sufficient health and safety information and appropriate resources are made available where applicable, to the Subcontractor when changes are brought about to the design of the Works.
- 5.(3)(f) Ensure that his Subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works.

- 5.(3)(g) Ensure that his Tenderers have made provision in their tenders for the cost of health and safety measures during the construction of the Works in line with the requirements of the Employers Health and Safety Specification and his Health and Safety Management Plan.
- 5.(5) Discuss and negotiate the contents of his Subcontractor's Health and Safety Plan, to ensure compliance with the Employer's Health and Safety Specification and consistent with the Contractors Health and Safety Management Plan.
- 5.(5) Approve his Subcontractor's Health and Safety Plan for implementation and to keep records of all such approvals on site for auditing purposes.
- 5.(6) On request, make available a copy of his and his Subcontractor's Health and Safety Plan to an employee, inspector, contractor, the Employer or the Employer's Safety Agent.
- 5.(7) Open and maintain a record management system regarding health and safety for the Contractors own and Subcontractors' Health and Safety Documentation on the construction site.
- 5.(7) Upon request, make available his health and safety record management system to an inspector, Employer, the Employer's Safety Agent or the Contractor.
- 5.(8) Deliver the health and safety record management system to the Employer upon completion of the Works.
- 5.(9) Ensure that a comprehensive and updated list of all his Subcontractors (including their respective subcontracting agreements) are included in the health and safety record management system.
- 5. (10) Satisfy himself on the competencies and resources of the Subcontractor he intends appointing.
- 6. (1) Appoint a construction supervisor.
- 6. (3) Appoint assistant construction supervisors if required by an inspector.
- 6. (5) Appoint individual construction supervisors for individual construction sites.
- 6.(6) The Contractor shall after due consideration of the complexity, size and potential hazards and associated risks as well as controls towards the mitigation of risks, appoint a safety officer in writing. The contractor shall submit a detailed CV of the envisaged Safety Officer appointment for final acceptance thereof by the Employer or his Safety Agent.
- 6.(7) Provide opportunities to the construction safety officer to provide inputs into the Health and Safety Plan.
- 6.(8) Satisfy himself with the competencies and resources of the construction safety officer he intends appointing.
- 7. (1) Perform a risk assessment prior to the commencement of any construction work.
- 7. (2) On request, make available copies of the his/her risk assessment.
- 7. (3) Consult with the health and safety committee on the development, monitoring and review of the risk assessment.
- 7. (4) Ensure that all employees are informed, instructed and trained regarding any hazard and the related work procedures before any work commences. The contractor shall ensure that proof of such is available on site for auditing purposes.
- 7. (5) Ensure that all Subcontractors are informed regarding any hazard as stipulated in the risk assessment. Further that Subcontractors conduct their own risk assessments as and when required

- 7. (6) Analyse ergonomic related hazards and address the same in the risk assessment.
- 7. (7) Ensure that all employees undergo health and safety induction prior to permitting each employee access to the Works. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7. (8) Ensure that all visitors undergo health and safety induction and are provided with the necessary personal protective equipment. The Contractor shall ensure that proof of such is available on site for auditing purposes.
- 7. (9) Ensure that every employee is in possession and carries at all times his proof of health and safety induction training.
- 9. (1) (a) Prevent the uncontrolled collapse of any structure which may become unstable due to the carrying out of construction work.
- 9. (1) (b) Ensure that no structure is loaded in an unsafe manner.
- 9. (3) Ensure that all construction drawings are on site and available on request by an inspector, contractors, Employer, the Employer's Safety Agent or employee.

In terms of Clause 4.6 of the Contract Data, it shall be deemed that the parties to this Contract have agreed in writing in terms of Section 37(2) of the Occupational Health and Safety Act, 1993 that the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 and all its regulations, including the Constructions Regulations, 2014, for which he is liable as mandatory.

d) Subcontractor

To ensure compliance with the Construction Regulations, the Subcontractor shall:

- 5.(4) Demonstrate a Health and Safety Plan, based on the Employer's health and safety specification.
- 5.(4) Apply his Health and Safety Plan from the Commencement Date and until completion of the Works.
- 5.(12) Satisfy himself on the competencies and resources of any Subcontractor he intends appointing.
- 5.(14) Provide the Contractor with any information which might affect the health and safety of any person or which might justify a review of the Health and Safety Plan.

In addition to the above items, the Subcontractor shall, to ensure compliance with the Construction Regulations, comply with regulations summarized in Section 2.4.1(c) above.

e) Designer (Employer's Designer or Contractor's Designer)

To ensure compliance with the Construction Regulations, 2014, the Designer (as defined in the Construction Regulations, 2014) shall:

### **Duties of designer**

6. (1) The designer of a structure must—
  - (a) ensure that the applicable safety standards incorporated into these Regulations under section 44 of the Act are complied with in the design;
  - (b) take into consideration the health and safety specification submitted by the client;
  - (c) before the contract is put out to tender, make available in a report to the client—
    - (i) all relevant health and safety information about the design of the relevant structure that may affect the pricing of the construction work;
    - (ii) the geotechnical-science aspects, where appropriate; and
    - (iii) the loading that the structure is designed to withstand;
  - (d) inform the client in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;
  - (e) refrain from including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which can be avoided by modifying the design or by substituting materials;
  - (f) take into account the hazards relating to any subsequent maintenance of the relevant structure and must make provision in the design for that work to be performed to minimize the risk;

- (g) when mandated by the client to do so, carry out the necessary inspections at appropriate stages to verify that the construction of the relevant structure is carried out in accordance with his design; Provided that if the designer is not so mandated, the client's appointed agent in this regard is responsible to carry out such inspections;
  - (h) when mandated as contemplated in paragraph (g), stop any contractor from executing any construction work which is not in accordance with the relevant design's health and safety aspects; Provided that if the designer is not so mandated, the client's appointed agent in that regard must stop that contractor from executing that construction work;
  - (i) when mandated as contemplated in paragraph (g), in his or her final inspection of the completed structure in accordance with the National Building Regulations, include the health and safety aspects of the structure as far as reasonably practicable, declare the structure safe for use, and issue a completion certificate to the client and a copy thereof to the contractor; and
  - (j) during the design stage, take cognisance of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- (2) The designer of temporary works must ensure that—
- (a) all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
  - (b) the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
  - (c) all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
  - (d) the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

The Employer's Designer shall only accept responsibility to comply with the Construction Regulations, 2014 for that portion of the Permanent Works which the Employer is responsible to design in terms of the Contract.

The Contractor's Designer shall accept sole responsibility and liability to comply with the Construction Regulations, 2014 for that portion of the Permanent Works for which the Contractor is responsible to design in terms of the Contract as well as the design of the Temporary Works.

## 2.4.2 Secondary Parties

This section covers the duties, responsibilities and liabilities of the following secondary parties:

Construction Health and Safety Officer  
Contractor's Employees Fall Protection Developer  
Health and Safety Consultant  
Health and Safety Representative  
Risk Assessor

### a) Construction Health and Safety Officer

The Construction Health and Safety Officer will act as Health and Safety advisor to the site management staff, ensuring the integrity of the Safety management System and Plan and its implementation. The Construction Health and Safety Officer can therefore never take over the line management responsibilities for safe work practices.

The Contractor is responsible for the development of the position outcomes descriptors for the Construction Health and Safety Officer. This documentation shall be available on site for auditing purposes.

The Construction Health and Safety Officer shall if given an opportunity, provide an input into the Contractor's Health and Safety Plan.

### b) Contractor's Employees

All employees will be responsible for safety on the construction site and the work place as prescribed in section 14 of the Occupational Health and Safety Act, 1993 and briefly summarized as follows:

Take reasonable care for the health and safety of himself and of other persons who may be affected by his acts,  
Co-operate with his employer with regards to health and safety to ensure that his employer complies with requirements imposed on him,  
Obey the health and safety rules and procedures laid down by his employer,  
Report any unsafe or unhealthy situation to his employer or to the health and safety representative for his workplace,  
Immediately report any incident in which he was involved which has caused an injury to himself or others, and  
Assist in inquiries and incident investigations.

No employee shall intentionally or recklessly interfere with, damage or misuse anything which is in the interest of health and safety



c) Fall Protection Developer

The Fall Protection Developer will be responsible for the preparation and maintenance of a fall protection plan to be implemented by the Contractor, in such a manner to ensure compliance with regulation 10 of the Construction Regulations, 2014.

d) Health and Safety Consultant

The Health and Safety Consultant shall assist the Contractor in any health and safety matters on the Works for which he is appointed.

e) Health and Safety Representative

The Health and Safety Representative shall fulfil the duties as set out in section 18 of the Occupational Health and Safety Act, (Act 85 of 1993). A health and safety representative shall not incur any civil liability by reason of the fact only that he failed to do anything which he may do or is required to do in terms of the Act.

f) Risk Assessor

The Risk Assessor shall facilitate the risk assessment process of the Contractor or Subcontractor. The Risk Assessor shall be responsible for the compilation and implementation of a management plan towards the continuous mitigation of identified risks to as low as is reasonable practicable.

#### 2.4.3 Supervisors, Inspectors and Issuers

This section covers the duties, responsibilities and liabilities of the following Supervisors, Inspectors and Issuers likely to be found on the Works:

a) Batch Plant Supervisor

The Batch Plant Supervisor shall be required to ensure compliance with regulation of the Construction Regulations, 2014. In addition, he shall fulfil the following duties and responsibilities:

- Manage the day to day operation of a batch plant,
- Be responsible for the maintenance of the batch plant,
- Be able to identify developing defects and hazardous situations,
- Act as the Occupational Health and Safety Representative at the batch plant, and
- Take responsibility for the safety of the personnel at the batch Plant.

The Batch Plant Supervisor will have the authority to stop operation of the plant should any hazardous situation require it.

b) Construction Supervisor

The Construction Supervisor shall be responsible for supervising the construction work inclusive of the implementation and maintenance of safe work practices.

c) Construction Vehicle & Mobile Plant Inspector

The Construction Vehicle and Mobile Plant Inspector will ensure the safety of all construction vehicles and plant in such a manner to ensure compliance with regulation of the Construction Regulations, 2014. The inspector will also be responsible for the regular inspection of all vehicles and plant and the recording of his findings. The Contractor shall ensure that proof of such is available on site for auditing purposes.

d) Demolition Work Supervisor

The Demolition Work Supervisor will supervise and control all demolition work on the Works in such a matter to ensure compliance with regulation of the Construction Regulations, 2014. The supervisor will be responsible for all administration related to the demolition works. The Contractor shall ensure that proof of such is available on site for auditing purposes.

e) Electrical Temporary Installation Inspector

The Electrical Temporary Installation Inspector will control all temporary electrical installations on the Works to ensure compliance with regulation of the Construction Regulations, 2014, the Electrical Installations Regulations, 1992 and SANS 0142. The Contractor shall ensure that proof of such is available on site for auditing purposes.

f) Excavation Work Supervisor

The Excavation Work Supervisor will supervise all excavation work on the Works in such a matter to ensure compliance with regulation of the Construction Regulations, 2014 and shall in particular ensure that every excavation is inspected:

On a daily basis before each shift,  
After every blasting operation,  
After an unexpected fall of ground,  
After substantial damage to supports, and  
After rains.

The Contractor shall ensure that proof of such is available on site for auditing purposes.

g) Explosive Power Tools Issuer

The Explosives Power Tools issuer will control the issuing and collection of explosive tools, cartridges and nails or studs to ensure compliance with regulation of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

h) Fire Extinguisher Inspector

The Fire Extinguisher Inspector will be responsible for the operation and inspection of all firefighting equipment on the Works to ensure compliance with regulation of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

i) Formwork and Support Work Supervisor

The Formwork and Support Work Supervisor will supervise all formwork and support work operations and will see to it that formwork and support work erectors, operators and inspectors are competent to carry out their work Works to ensure compliance with regulation of the Construction Regulations, 2014. The Contractor shall ensure that proof of such is available on site for auditing purposes.

j) Ladder Inspector

The Ladder Inspector will be responsible for the regular inspection and recording of his/her findings of all ladders on the Works and to ensure compliance with regulation 13 of the General Safety Regulations. The Contractor shall ensure that proof of such is available on site for auditing purposes.

k) Material Hoist Inspector

The Material Hoist Inspector will be responsible for the daily inspection of material hoists or similar machinery and to ensure Works to ensure compliance with regulation of the Construction Regulations, 2014. The inspector must have experience pertaining to the erection and maintenance of all hoists on the Works. The inspector must be able to determine the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. The Contractor shall ensure that proof of such is available on site for auditing purposes.

l) Scaffolding Supervisor

The Scaffold Supervisor will be required to supervise all scaffolding work operations carried out on the Works and to ensure compliance with regulation of the Construction Regulations, 2014 as well as ensure compliance with applicable SABS 085 specifications. The Contractor shall ensure that proof of such is available on site for auditing purposes.

m) Stacking Supervisor

The Stacking Supervisor shall supervise the stacking and storage of all articles on site and shall be responsible to ensure compliance with regulation of the Construction Regulations, 2014.

n) Suspended Platform Supervisor

The Suspended Platform Supervisor will supervise all suspended platform work operations carried out on the Works and to ensure compliance with regulation of the Construction Regulations, 2014. The supervisor will also see to it that all suspended platform erectors, operators and inspectors are competent to carry out their work. The Contractor shall ensure that proof of such is available on site for auditing purposes.

### **3. GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN**

#### **3.1 General**

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site

How continuous assessment of the safety plan will be assessed and implemented with respect to construction site

What control systems the Contractor envisages to implement on site to support his safety program

How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments

What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan

What training to employees the Contractor envisages and how he would go about to execute it

The Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's

Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

### **3.2 Outline of Health and Safety Plan**

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
  - a. Alternative Forms of Risk Assessment,
  - b. Methodology of Risk Assessment,
  - c. Elements of Risk Assessment,
    - i. Scope of assessment,
    - ii. Risks Identified,
    - iii. Risk Analysis,
    - iv. Risk Evaluation,
    - v. Risk Treatment,
    - vi. Monitoring and reviewing,
3. Resources,
  - a. Health and Safety Staffing Organogram,
  - b. Supervisors, Inspectors and Issuers,
  - c. Employees,
  - d. Subcontractors inclusive of their scope of work and their core resources,
  - e. Training,
  - f. Plant,
  - g. Vehicles,
  - h. Equipment
4. Materials,
  - a. Temporary Materials
  - b. Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
  - a. Administrative systems,
  - b. Training,
  - c. Reporting,
  - d. Monitoring,
  - e. Inspections,
7. Auditing,
  - a. Internal audits,
  - b. Follow-up audits,
8. Financial Aspects,
9. Emergency procedures and response

## **4. RISK ASSESSMENT**

### **4.1 General**

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and
- Identify the nature of the required ongoing attention.

### **4.2 Forms of Risk Assessment**

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment:

#### *4.2.1 Baseline or datum risk assessments*

The Contractor will be required carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

#### *4.2.2 Issue based risk assessments*

The Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- Designs are amended,
- New machines are introduced,
- Plant is periodically cleaned and maintained,
- Plant is started-up or shut-down,
- Systems of work change or operations alter,
- Incidents or near-misses occur, or
- Technological developments invalidate prior risk assessments.

#### 4.2.3 *Continuous risk assessments*

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

### **4.3 Methodology for the Preparation of Risk Assessments**

The Contractor shall in the preparation of his risk assessments, follow the following general principles:

- Employ a team of suitably qualified individuals with appropriately varied and relevant experience in risk assessment,
- The appointed risk assessor shall lead the risk assessment,
- Provide the team with background data, scope of work, potential hazards and underlying causes, and
- Where necessary employ experts for complex risk assessments and aspects of risk assessments that require experiential judgment,
- Institute an ongoing system of identifying aspects of the work that require risk assessment, and
- Conduct risk assessments in workshops of the team or by individual members of the team under guidance of the leader as appropriate to the situation.

## **4.4 Elements of a Risk Assessment**

### *4.4.1 General*

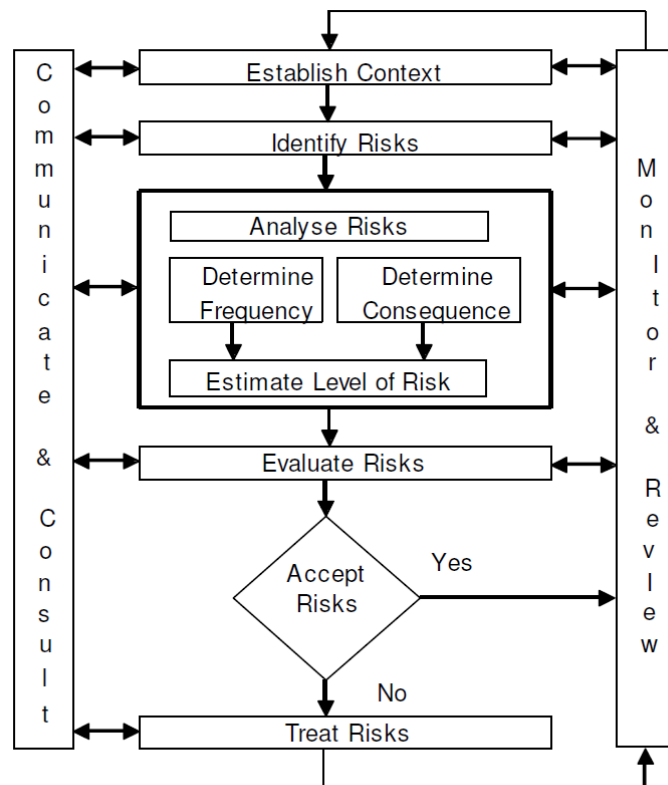
The process of carrying out a risk assessment consists of a number of well-defined steps. These steps improve decision-making by providing a greater understanding of the risks and their impacts. The main steps or elements of the risk assessment process are as follows:

- 1) Consider scope and nature of risks involved, determine purpose and physical and legal bounds of assessment and define risk evaluating criteria,
- 2) Systematically identify risks,
- 3) Analyze risks with regard to causes, likelihood of occurrence and possible consequences against the background of existing controls and its effectiveness,
- 4) Evaluate risks in terms of pre-established criteria to determine need and priority for attention,
- 5) Treat risks through a process of risk elimination, substitution, controlling risk at source, risk mitigation such as training and as far as risk remains, provide personal protective equipment (PPE),
- 6) Monitor and review progress and performance in terms of management system, and
- 7) Communicate and consult.

The following sections 4.4.2 to 4.4.7 deal with items (2) to (7) above.



These items form the continuing process of the risk assessment as indicated in Figure 1, below.



**Figure 1: Risk Management Process**

The Contractor shall ensure that the risk assessment compiled as part of his Health and Safety Plan contains at least these items.

#### 4.4.2 Risk Identification

The Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Contractor should bear the following principles in mind when identifying the risks:

- i) Systematically address all risks or hazards on the Works,
- ii) Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii) Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv) Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v) Address what actually happens in the workplace during the work activity
- vi) Consider all persons that may be affected,
- vii) Highlight those groups and individuals who may particularly be at risk, and
- viii) Review the adequacy and effectiveness of existing safety controls and measures

#### 4.4.3 Risk Analysis

In this step, the Contractor will be required to analyze the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the “risk matrix” in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

**Figure 2: Compounded Risk Matrix**

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, albe they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

#### 4.4.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or

If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or

If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or

If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

#### 4.4.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or

Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or

Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or

Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or

Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or

Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or

Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

Avoid risks altogether if possible by using different approaches, substances or methods of work,  
Combat risks at source rather than by adopting secondary measures,  
Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system  
Take advantage of technological and technical progress,  
Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis, Give preference to measures that protect the whole work force,  
Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and  
Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

#### *4.4.6 Reporting and Recording*

The Contractor shall ensure that the risk assessment process is recorded in the form of a report and included in his Health and Safety Plan. The report should be easily accessible to the Contractor's employees, their representatives, to inspectors, the Employer or his Safety Agent and the Engineer. The essential contents of the report should be as follows:

Objectives and expected outcomes, Description of the Works under assessment, Summary of context of study, Composition of risk assessment team, (including qualifications and relevant experience), Approach used to systematically identify risks, Identified risks (ranked in order of priority), Method adopted for assessing frequencies and consequences of risks, Consequences (ranked in order of magnitude), Identification of individuals and groups who may be affected by major hazards and risk and who may especially be at risk, Basis for defining safety standards to be achieved, Contractor's resources devoted to risk assessment, Actions proposed to reduce unacceptably high risks, Review effectiveness of existing safety measures to control risks, and Implementation programme of selected treatments (including controls to manage unacceptably high risks).

#### *4.4.7 Monitoring and Review*

It is necessary to monitor risks, the effectiveness of the risk treatment plan and the strategies and management system set up to control implementation. Control of the risk management program entails the setting of standards, monitoring actual performance, comparing the performance with the standards and correcting any deviations from the standard. Risks and the effectiveness of the control measures need to be monitored to ensure changing circumstances do not alter risk priorities. Few risks remain static.

Ongoing review is essential to ensure that the management plan remains relevant. Factors that affect the likelihood and consequences of an outcome may change, as may factors that affect the suitability or cost of the various treatment options. If an accident

occurs, or if more is learnt about the hazards in the workplace, the risk assessment may need to be reviewed or modified. Hazards may be observed that have not been anticipated or previously identified and which may require appropriate measures to be taken. After an accident has occurred, it is important to determine whether it was predicted, whether preventive measures were identified, and if so, why they did not work, whether the risk assessment is still suitable and sufficient if it failed to predict the accident, whether the decision to accept a predicted risk as tolerable is still valid, why the accident occurred and what should be done to prevent similar accidents occurring again. It is therefore necessary to regularly repeat the risk management cycle, the time between reviews being dependent on the nature of the risks and the degree of change likely to take place in the work activity. Review is an integral part of the risk management treatment plan.

#### *4.4.8 Communication and Consultation*

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Engineer and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

## **5. RESOURCES**

### **5.1 General**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health And Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

### **5.2 Employees**

#### *5.2.1 Inspectors, supervisors and Issuers*

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations, 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following

aspects:

The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Storeman and Team Leaders) employees he intends employing on the Works,

The health and safety training to be provided to the Contractor's employees, The programme of the health and safety training,

Systems for the review of the effectiveness of the training provided, and

Systems to determine further training requirements throughout the construction period.

In preparing his Health and Safety Plan, the Contractor shall ensure compliance with Clause PS 22 in Section 4.2 of the Project Specifications.

Pro-forma letters of appointment for the various inspectors, supervisors and issuers as contemplated in the Construction Regulations, 2014 are included in Annexure 1 to this specification for use by the Contractor. The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

#### 5.2.2 *Subcontractors*

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,

How health and safety information will be made available to his Subcontractors when changes are brought about to the design,

How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,

How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,

How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and

How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

### 5.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQUA) relating to the qualifications required for appointment of competent persons.

### 5.2.4 Physical and Psychological Fitness

Were required by the Occupational Health & Safety Act and its regulations the contractor shall ensure that his employees are in possession of a valid medical certificate of fitness to work in such an environment in terms of the Construction Regulations 2014.

In terms of the Construction Regulations 2014 medical certificates of fitness are required for persons working at elevated positions, persons working on suspended platforms tower crane operator and construction vehicle and mobile plant operators.

## 5.3 Plant, Vehicles and Equipment

### 5.3.1 Suspended platform

The Contractor shall with reference to Regulation 17: Suspended platforms of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends complying with SABS 1808 and SABS 1903,
- What systems he intends using to ensure the safety of all suspended platforms, What tests will be performed to establish the safety of suspended platforms,
- How he intends maintaining suspended platforms being used, and
- How he will document the design, testing, maintenance and inspections of the suspended platforms.

### ~~5.3.2 Boatswains chairs~~

~~The Contractor shall with reference to Regulation: Boatswains chairs of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:~~

~~Explain what systems he intends using to ensure the safety of all boatswains chairs,  
Explain how he intends maintaining boatswains chairs in use,  
What tests will be performed to establish the safety of boatswains chairs, and  
How he will document the design, testing, maintenance and inspections of the boatswains chairs.~~

### 5.3.3 Material hoists

The Contractor shall with reference to Regulation 19: Materials Hoist, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends confirming the construction stability of the material hoists,
- What systems he intends using to ensure the safety of all material hoists,
- What tests will be performed to establish the safety of all material hoists,
- How he intends maintaining the material hoists being used, and
- How he will document the design, testing, maintenance and inspections of all material hoists, and
- What safety procedures and precautions are envisaged to ensure safe operation of the materials hoists.

#### 5.3.4 *Bulk Mixing Plants*

The Contractor shall with reference to Regulation 20: Bulk mixing plant plants of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- What systems he intends using to ensure the safety of all batch plants,
- How he intends maintaining the batch plants in use, and
- How he will document the design, testing, maintenance and inspections of batch plants in use.

#### 5.3.5 *Explosive actuated fastening device*

The Contractor shall with reference to Regulation 21: Explosive powered tools, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How he intends controlling the issuing of explosive powered tools,
- How he intends implementing safety procedures prior to use of explosive powered tools, and
- What safety measures will be required during the use of explosive powered tools.

#### 5.3.6 *Cranes*

This section of the specification shall be read in conjunction with the provisions of the Driven Machinery Regulations, 1988.

The Contractor shall with reference to Regulation 22: Cranes, of the Construction Regulations, 2014 and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How will environmental factors be taken into account in respect to the use of cranes,
- What systems he intends using to ensure the safety of all cranes in use,



How he intends maintaining cranes in use,  
What tests will be performed to establish the safety of all cranes in use,  
What safety procedures and precautions are envisaged to ensure the safe operation of all cranes in use,  
How he will document the design, testing, maintenance and inspections of all cranes in use, and  
The contractor shall proof compliance of the Driven Machinery Regulation, 1988, with reference to the lifting machinery and tackle being used.

#### 5.3.7 *Construction vehicles and mobile plant*

The Contractor shall with reference to Regulation 23: Construction vehicles and mobile plant of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that construction vehicles and mobile plant are:

- o Of acceptable design and construction,
- o Maintained and in good working order,
- o Used according to design specifications, and
- o Are protected from falling into excavations, water or areas lower than the working surfaces,

How he intends ensuring that workers are trained, authorised and physically fit to operate construction vehicles and mobile plant,  
What traffic arrangements and safety precautions will be implemented to ensure safe operation of construction vehicles and mobile plant on the Works, and  
How he intends safeguarding employees against construction vehicles and mobile plant moving on the construction site.

#### 5.3.8 *Electrical Installation and Machinery on construction sites*

This section of the specification shall be read in conjunction with the provisions contained in the Electrical Installation Regulations, 2009.

The Contractor shall with reference to Regulation 24: Electrical Installation and machinery on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends safeguarding employees against electrical cables or apparatus under, over or on site, and  
How he will ensure that electrical installations are of adequate strength to withstand working conditions on a construction site.

#### 5.3.9 *Ladders*

The Contractor shall with reference to Regulation 12 of the General Safety Regulations and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How he intends ensuring that ladders used are safe and constructed of materials approved for its intended use, and  
What precaution will be made to ensure the stability of ladders in use.

## **6. MATERIALS**

### **6.1 General**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

### **6.2 Fall Protection Equipment**

The Contractor shall with reference to Regulation 10: Fall Protection Equipment of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Compilation of a fall protection plan,
- How the fall protection plan will be implemented and maintained,
- How employees will be screened and declared medically fit to work in areas where fall protection equipment is needed,
- How the safeguarding of persons, plant, vehicles, equipment and facilities on the construction site is contemplated,
- Training of staff working at heights and in the use of fall protection equipment, How a continuous assessment of the situation will be executed,
- How fall protection equipment will be inspected for safety, and
- How corrective actions will be implemented
- Emergency plans and procedures for treatment of incidents relating to falls from height.

### **6.3 Scaffolding**

The Contractor shall with reference to Construction Regulation 16: Scaffolding of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and

Safety Plan:

- How compliance with SABS 085 will be ensured,
- How scaffolding in use will be maintained,
- What systems are intended to ensure the safety of scaffolding used, and
- What tests will be performed to establish the safety of scaffolding used Training plan for scaffold erectors and inspectors.

#### **6.4 Use and temporary storage of flammable liquids on construction sites**

This section of the specification shall be read in conjunction with the provisions for the use and storage of flammable goods as determined in the General Safety Regulations.

The Contractor shall with reference to Construction Regulation 25: Use and temporary storage of flammable liquids on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How flammable liquids will be stored to minimize the risk of fire or explosions,
- How the contractor will identify a flammable store
- What safety precautions will be employed if ventilation of the flammable store is not possible.
- How access to flammable stores will be controlled,
- How empty vessels used for the storage of flammable liquids will be disposed of,
- What quantity of flammable liquids will be stored on the construction site,
- What systems are intended to ensure the safe storage of flammable liquids, and
- What retaining methods will be used to prevent the spreading of any spillage.

#### **6.5 Stacking and storage**

This section of the specification shall be read in conjunction with the provisions for the stacking of articles contained in the General Safety Regulations.

The Contractor shall with reference to Construction Regulation 28: Stacking and storage on construction sites of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- Who will supervise the stacking and storage of materials on site, and
- What systems are intended to ensure the safe stacking and storage of materials on the site

#### **6.6 Personnel Safety Equipment and Facilities**

The Contractor shall comply with Section 2 of the General Safety Regulations, and shall in particular provide all necessary personnel protective equipment for his for the duration of the construction period. To this end the Contractor shall without limiting his obligations indicate in his Health and Safety Plan:

- Identify training requirements in the Contractors Training plan in the use and maintenance of personal protective equipment,
- The type of personnel safety equipment he will provide, How he intends issuing it to his employees, and
- How he will maintain the personnel safety equipment issued.

## **6.7 First Aid, Emergency Equipment and Procedures**

The Contractor shall comply with Section 3 of the General Safety Regulations regarding first aid, emergency equipment and procedures.

## **7. CATEGORIES OF WORK**

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

### **7.1 General**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

#### *7.1.1 Construction welfare facilities*

Contractors will be required to adhere to Construction Regulation 30: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs  
What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

#### *7.1.2 Environmental regulations for workplaces*

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

Thermal requirements, Lighting, Windows, Ventilation, Housekeeping,  
Noise and hearing conservation, Precautions against flooding, and  
Fire precautions and means of egress.

#### *7.1.3 Housekeeping on construction sites*

Contractors will be required to adhere to Construction Regulation 26: Housekeeping on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
  - o Store and/or stack materials,
  - o Remove debris from site,
  - o Prevent unauthorized entrance to the site
  - o Protect employees or passers-by from falling objects

#### *7.1.4 Fire precaution on construction sites*

Contractors will be required to adhere to Construction Regulation 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How the Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

#### *7.1.5 Water Environments*

The Contractor will be required to adhere to Construction Regulation 26: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water,
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments.

#### *7.1.6 Structures*

The Contractor will be required to adhere to Construction Regulation 11: Structures, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to

ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and

What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

#### *7.1.7 Watching, barricading and lighting*

The Contractor will be required to adhere to regulations 10 Of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

Type of barrier or fencing to be used,

Type and spacing of warning lights and warning signs, and

Control systems and personnel he intends employing to ensure that the above items are maintained.

#### *7.1.8 Hazardous Chemical Substances*

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

Storage of substance

Handling of substance

Protective clothing and other devices to be used while handling the substance

Medical surveillance.

## **7.2 Site Clearance**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

#### *7.2.1 Demolition work*

Contractors will be required to adhere to Construction Regulation 14: Demolition work, of the Construction Regulations, 2014.

The Contractor shall discuss the following in detail in his safety plan:

Briefly explain how he will safeguard people and property during and after demolition works

Briefly explain how he will protect staff from dangerous situations

Discuss the methods proposed to safeguard the public and property against harm during demolition works

Discuss what type of equipment he envisage to use during demolition work  
How will the Contractor ensure the safety of equipment used during demolition work  
What steps will the Contractor deem necessary to take where hazardous materials is encountered  
Dust control measures  
Noise control measures

### **7.3 Earthworks**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

#### *7.3.1 Excavation work*

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

How will the Contractor establish the stability of ground prior to excavations,  
What steps will the Contractor follow to ensure that bolstering, shoring and bracing is sufficient to ensure the safety of the excavation, and  
What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe.

### **7.4 Concrete**

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

#### *7.4.1 Formwork and support work*

The Contractor shall with reference to Construction Regulation 12: Formwork and support work, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

How the design of formwork and support work will be carried out,  
How the erection of formwork and support work will be managed,  
How the continuous assessment of the safety of formwork will be done,  
How the loading of formwork and support work will be managed or limited, and  
How he intends keeping records of the above.

## **7.5 Pipes**

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipework.

## **8 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN**

### **8.1 General**

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan. The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

### **8.2 Administrative Systems**

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications, Injury on duty [IOD] administration, Recording of minutes of safety meetings, Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed.

### **8.3 Reporting Systems**

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health



and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

#### **8.4 Training**

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and  
The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

Identifying the training needs of the personnel he intends employing, and  
Implementing the training identified  
What proof of induction training will be carried by his employees (e.g. Laminated type identification card).

#### **8.5 Safety Meetings**

The Contractor shall conduct at least one formal safety meeting per month with his employees to ensure safety awareness and shall maintain appropriate records of attendance and meeting content. Such records shall be made available to the Employers Safety Agent. Such meetings shall address at least the following:

Accident / safety incidents  
Hazardous conditions  
Hazardous materials / substances  
Job or work projections  
Work procedures  
Protective clothing / equipment  
Housekeeping  
General safety topics

#### **8.6 Inspections and Monitoring**

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and  
Who will be responsible for the checking of each workplace at the commencement

of each shift.

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

The Employer or his Safety Agent,  
The Employer's Occupational Safety Officer, or  
The designated officer serving in the Department of Manpower and appointed by the Minister as Chief Inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

The Employer, his Safety Agent or his Occupational Safety Officer may stop the work at any time under the following conditions:

If the Contractor is not compliant with his Health and Safety Plan Imminent threat to the health and safety of any person on site Continuous non-conformance to corrective action requests.

Inspections by the Chief Inspector or his representative will be by appointment and the purpose would be to investigate complaints received by the Inspector or to investigate serious incidents.

The Chief Inspector or his representative may issue prohibition notices to stop the activities at the works until the situation investigated has been resolved or he may issue an improvement notice whereby the Contractor will have a period to rectify any hazard identified by the inspector.

## **9. AUDITING**

### **9.1 Internal Audits**

The audits contemplated in regulation of the Construction Regulations, 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 7 calendar days notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to

all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report .

The Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation

The audits described above only constitutes part compliance by the Employer or the Safety Agent with regulation of the Construction Regulations, 2014.

## **9.2 Audits by Employer or Safety Agent**

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- i) The audit or follow-up audit are carried out during ordinary working hours, and
- ii) The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

## **10. MEASUREMENT AND PAYMENT**

### **10.1 Measurement and Payment**

10.1.1 The scheduled items for health and safety will be as specified in clause 31 of section 001 of the Standard Specifications.

10.1.2 The Contractor shall price all items scheduled in this section of the schedule of quantities to enable the Employer to comply with the Construction Regulations, 2014. Failure by the Contractor to price these items will force the Employer to reject the Contractor's tender of the Construction Regulations, 20

## **ANNEXURE 1**

### **APPOINTMENT LETTERS PRO-FORMA'S**

## COMPANY LETTER HEAD

Attention: *(Assistant Construction Supervisor's Name)*

### APPOINTMENT OF THE ASSISTANT CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(1)

I, *(contractor's name)* hereby appoint *(assistant construction supervisor's name)* as the assistant supervisor responsible for *(site address)* to carry out the construction work of *(description of construction work and area of responsibility)*.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all persons are aware and understand the hazards attached to the work being carried out;
3. That the required risk assessments are carried out;
4. That precautionary measures are identified and implemented;
5. That discipline is enforced at the construction site at all times;
6. That all identified statutory requirements are met; and
7. That any other interest in terms of health and safety with respect to the responsible area is met.
8. You will accept the duties of the Construction Supervisor in his absence.

You are required to report any deviations of the above-mentioned instruction to *(construction supervisor's name)* and in his absence to the contractor's representative.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

You shall submit a written weekly report any non-compliance with the construction Regulations, 2014.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date  
.....

Kindly confirm your acceptance of this appointment by completing the following:

I, *(assistant construction supervisor)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Assistant construction supervisor's      Signature      Date

**COMPANY LETTER HEAD**

Attention: **(Safety Officer's Name)**

**APPOINTMENT OF THE CONSTRUCTION HEALTH AND SAFETY OFFICER IN TERMS OF CONSTRUCTION REGULATION 8(5&6)**

I, **(contractor's name)** hereby appoint **(safety officer's name)** as the Construction Health and Safety Officer responsible for **(site address)** to manage all the health and safety issues as required in terms of the Act by establishing a health and safety program with elected health and safety Representatives.

You shall ensure that all the requirements in terms of the Act and in particular in terms of the Construction Regulations, 2014 are met. You shall also ensure that all appointed sub-contractors comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall further ensure that all records, registers and required lists are maintained and shall stop construction work upon identifying any non-compliance by any contractor; this includes stopping any work should the competency of the person carrying out such work be questionable.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction health and safety officer's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Health & Safety Officer's full name      Signature      Date

## COMPANY LETTER HEAD

Attention: (*Construction Vehicle and Mobile Plant Inspector*)

### APPOINTMENT OF THE CONSTRUCTION VEHICLE AND MOBILE PLANT INSPECTOR IN TERMS OF CONSTRUCTION REGULATION

I, (*contractor's name*) hereby appoint (*construction vehicles and mobile plant inspector's name*) as the construction vehicles and mobile plant inspector responsible for (*site address*) to inspect on a daily basis all construction vehicles and mobile plant, as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to construction vehicles and mobile plant that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from (*date*) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, (*construction vehicles and mobile plant inspector's full name*) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction vehicles and mobile plant      Signature      Date  
inspector's full name

## COMPANY LETTER HEAD

Attention: **(Sub-Contractor's Name)**

### APPOINTMENT OF SUB-CONTRACTOR IN TERMS OF THE CONSTRUCTION REGULATION 7(3)

I, **(contractor's name)** hereby appoint **(sub-contractor's name)** as the sub-contractor responsible for **(site address)** to carry out the construction work of **(description of construction work)**.

You shall ensure that you meet all the requirements in terms of the Act and in particular in terms of the section 37(2) agreement and the Construction Regulations, 2014. You shall also ensure that all contractors appointed by yourself and reporting to you comply with the requirements as stipulated in the Construction Regulations, 2014.

You shall also ensure that all the information and specifications to ensure that the construction work is carried out in a safe manner are carried over to all contractors appointed and reporting to you.

You shall further ensure that all records, registers and required lists are maintained and that all persons appointed to carry out tasks as stipulated by these regulations are competent and have the necessary resources to complete their tasks effectively in such a manner that health and safety is not in any manner compromised.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, **(sub-contractor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Sub-Contractor's Representative full name      Signature      Date



## COMPANY LETTER HEAD

Attention: *(Construction Supervisor's Name)*

### APPOINTMENT OF THE CONSTRUCTION SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 8(7)

I, *(contractor's name)* hereby appoint *(construction supervisor's name)* as the Supervisor responsible for *(site address)* to carry out the construction work of *(description of construction work and area of responsibility)*.

In terms of this appointment you are required to ensure that all construction work performed under your supervision is carried out as follows:

1. By persons suitably trained and competent to do such work;
2. That all statutory appointments have been completed;
3. That, where required, health and safety committees are established and that meetings are accordingly held;
4. That all persons are aware and understand the hazards attached to the work being carried out;
5. That the required risk assessments are carried out;
6. That precautionary measures are identified and implemented;
7. That discipline is enforced at the construction site at all times;
8. That all identified statutory requirements are met; and
9. That any other interests in terms of health and safety with respect to the responsible area is met.
10. You will in writing delegate your duties to the Assistant Construction Supervisor while absent from site.

You are required to report any deviations of the above-mentioned instructions to *(contractor's name)*. This appointment is valid from *(date)* to the completion of the stipulated construction work. You shall submit a written weekly report on all shortfalls that have not been met in terms of these regulations.

\_\_\_\_\_  
Contractor's Representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, *(construction supervisor)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction Supervisor's full name      Signature      Date

## COMPANY LETTER HEAD

Attention: (*Excavation Work Supervisor's Name*)

### APPOINTMENT OF THE EXCAVATION WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION

I, (*contractor's name*) hereby appoint (*excavation work supervisor's name*) as the excavation work supervisor responsible for (*site address*) to supervise and carry out all the necessary inspections in terms of all excavation work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to excavation work that that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from (*date*) to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

.....  
Kindly confirm your acceptance of this appointment by completing the following:

I, (*excavation work supervisor's full name*) understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Excavation Work Supervisor full name      Signature      Date

## COMPANY LETTER HEAD

Attention: (*Form work and Support work supervisor's name*)

### APPOINTMENT OF THE FORMWORK AND SUPPORT WORK SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION

I, (*contractor name*) hereby appoint (*form work and support work supervisor's name*) as the formwork and support work supervisor responsible for (*site address*) to supervise and carry out all the necessary inspections in terms of all formwork and support work as per the provided checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to formwork and support work that the necessary precautionary measures are taken and enforced. Hazards are reported in writing to the Construction, Health and Safety Officer and the Construction Supervisor.

You shall further ensure that the requirements of the Construction Regulations are at all times met. This appointment is valid from (*date*) to the completion of the stipulated construction work.

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Contractor's representative full name	Signature	Date
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Kindly confirm your acceptance of this appointment by completing the following:

I, (*formwork and support work supervisor's full name*) understand the implications of the appointment as detailed above and confirm my acceptance.

---

Formwork and Support Work Supervisor's full name	Signature	Date
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## COMPANY LETTER HEAD

Attention: (*Ladder Inspector's Name*)

### APPOINTMENT OF THE LADDER INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 13(A)

I, (*contractor's name*) hereby appoint (*ladder inspector's name*) as the ladder inspector responsible for (*site address*) to manage ladders on site. You should inspect the ladders as per the checklist at least once a week.

You shall ensure that when becoming aware of any health and safety hazards in respect to ladders that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from (*date*) to the completion of the stipulated construction work.

---

Contractor's representative full name	Signature	Date
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Kindly confirm your acceptance of this appointment by completing the following:

I, (*ladder inspector's full name*) understand the implications of the appointment as detailed above and confirm my acceptance.

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Ladder inspector's full name	Signature	Date
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## **COMPANY LETTER HEAD**

Attention: **(Risk Assessor's Name)**

### **APPOINTMENT OF THE CONSTRUCTION SITE RISK ASSESSOR IN TERMS OF CONSTRUCTION REGULATION 9(1)**

I, **(contractor's name)** hereby appoint **(risk assessor's name)** as the construction site risk assessor responsible for **(site address)** to carry out risk assessments prior to the commencement of construction work and any other risk assessment that may be required for the duration of the construction work.

You shall ensure that all risks are identified and analyzed and that safe working procedures are drafted and implemented to reduce, mitigate or controls the hazards that were identified.

You will at least use the risk evaluation program with the provided checklists.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's representative full name      Signature      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, **(construction site risk assessor's name)** understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Construction site Risk Assessor's      Signature      Date  
full name

## COMPANY LETTER HEAD

Attention: **(Scaffolding Supervisor's Name)**

### APPOINTMENT OF THE SCAFFOLDING SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION

I, **(contractor's name)** hereby appoint **(scaffolding supervisor's name)** as the scaffolding supervisor responsible for **(site address)** to supervise and carry out all the necessary inspections in terms of all scaffolding work. (Whether newly erected, altered or moved as per the provided checklist)

You shall ensure that when becoming aware of any health and safety hazards in respect to scaffolding work that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations, 2014 are at all times met.

This appointment is valid from **(date)** to the completion of the stipulated construction work.

---

Contractor's Representative full name	Signature	Date
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Kindly confirm your acceptance of this appointment by completing the following:

I, **(scaffolding supervisor's full name)** understand the implications of the appointment as detailed above and confirm my acceptance.

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Scaffolding Supervisor's full name	Signature	Date
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## COMPANY LETTER HEAD

Attention: *(Stacking and Storage Supervisor's Name)*

### APPOINTMENT OF THE STACKING AND STORAGE SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION

I, *(contractor's name)* hereby appoint *(stacking and storage supervisor's name)* as the stacking and storage supervisor responsible for *(site address)* to manage all stacking and storage on site.

You shall inspect all new stacking and thereafter as often as needed according to the checklist.

You shall ensure that when becoming aware of any health and safety hazards in respect to stacking and storage that these hazards are reported in writing to the Construction Health and Safety Officer and Construction supervisor and the necessary precautionary measures are taken and enforced.

You shall further ensure that the requirements of the Construction Regulations are at all times met. On identifying any shortfalls or hazards convey such information in writing to the construction supervisor.

This appointment is valid from *(date)* to the completion of the stipulated construction work.

\_\_\_\_\_  
Contractor's Representative full name      Supervisor      Date

Kindly confirm your acceptance of this appointment by completing the following:

I, *(stacking and storage supervisor's full name)* understand the implications of the appointment as detailed above and confirm my acceptance.

\_\_\_\_\_  
Stacking and Storage Supervisor's      Signature      Date  
Full name

## **ANNEXURE 2**

### **NOTIFICATION TEMPLATES**



## **COMPANY LETTER HEAD**

Attention: The Provincial Director  
The Department of Labour  
[Postal Address\*]

### **NOTIFICATION OF CONSTRUCTION WORK ON CONTRACT [NUMBER] [CONTRACT DESCRIPTION]**

In terms of regulation 4.(1) of the Construction Regulations , 2014 promulgated on 7 February 2014 in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), we hereby notify you of our intention to commence construction works on the abovementioned contract, which:

- Includes the demolition of a structure exceeding a height of 3 meters,
- Includes the use of explosives to perform the construction work,
- Includes the dismantling of fixed plant at a height greater than 3 meters,
- Will exceed 30 days or will involve more than 300 person days of construction,
- Includes excavation work deeper than 1 meter, or
- Includes working at a height greater than 3 meters above ground or a landing.

#### **1. Parties involved on the Contract**

1.1 The Principal Contractor is: [Contractor's Name]  
[Contractor's postal address]  
[Contractor's postal address]  
Att: [Contractor's contact person and telephone number]

1.2 The Client (Employer) is: [Employer's Name]  
[Employer's postal address]  
Att: [Employer's contact person and telephone number]

1.3 The Client's Safety Agent is: [Safety Agent's Name]  
[Safety Agent's postal address]  
Att: [Safety Agent's contact person and telephone number]

1.4 The Contractor's Construction Supervisor (8 (1)) is: [Contractor's Construction Supervisor's name and telephone number]

**2. Details of the construction works**

2.1 The physical address of the works is: [Physical address of works]  
[Physical address of works]

2.2 The nature of the construction works is: [Provide a description of the works].

2.3 The expected commencement date of the Works is : [Insert expected commencement date]

2.4 The expected completion date of the works is : [Insert expected completion date]

2.5 The estimated maximum number of persons on the construction site:

2.6 A total of \_\_\_\_\_ contractors will be accountable to the Principal Contractor on the construction site during the execution of the Works. The names of the contractors already chosen are as follows: [Provide a list of the Contractor's subcontractors already appointed]

**3. Other details**

3.1 The Principal Contractor's compensation registration number is: \_\_\_\_\_

3.2 In terms of regulation 3.(3) a copy of this notification will be kept on site for inspection.

We trust the above is in order.

Yours faithfully,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\* Postal Address of Provincial Director as indicated in regulation 1 of the General Administrative Regulations, 1996.

## **ANNEXURE 3**

### **IDENTIFIED HEALTH AND SAFETY HAZARDS**

### **ANNEXURE 3: IDENTIFIED HEALTH AND SAFETY HAZARDS**

In terms of Regulation 4(1)(b) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

**NOTE:** The list of potential hazards is by no means intended to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

#### **Potential Hazards**

1. Commissioning of new installations
2. Confined space entry
3. Demolition/breaking into existing structures
3. Excavation shoring / brazing
4. Excavations been flooded during rain season
5. Explosives
7. Hazardous material handling / storage / management
8. Heat stress
9. Loading and off loading vehicles
10. Manual handling of materials
11. Plant and equipment integrity
12. Public and traffic safety
13. Requirements for plant isolations
14. Roofing and Cladding operations
15. Safe usage and storage of Oxygen, Acetylene and LPG cylinders
16. Scaffolding
17. Stacking and storage of equipment / materials
18. Tie-ins into existing equipment
19. Usage of compressed air and equipment
20. Work involving radioactive sources
21. Working in operational areas
22. Working on live electrical installations / sub-stations / MCC rooms
23. Working on moving equipment.

---

## **SCHEDULE B : ENVIRONMENTAL MANAGEMENT SPECIFICATION**

### **C.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### **C.2 Training and Induction of Employees**

- The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The CMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

### **C.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

### **C.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.

- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

#### **C.5 Access**

Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.

Access roads utilised by the Contractor must be maintained in good condition.

#### **C.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

#### **C.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

#### **C.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

#### **C.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

#### **C.10 Grave Sites**

- Gravesites in close proximity to the road must not be disturbed during

construction.

### **C.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite. The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that.
- Accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.
- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

### **C.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

### **C.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

### **C.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after

construction.

- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

### **C.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

### **C.16 Soil Management**

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

### **C.17 Worker Conduct**

Code of Conduct for Construction Personnel:

Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.

Do not set fires.

Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.

Do not drive a construction-related vehicle under the influence of alcohol.

Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.

Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).

Do not litter along the roadsides, including both the public and private roads.

Do not pollute any water bodies (whether flowing or not).

No member of the construction team is allowed to enter the areas outside the construction site.



### **C.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

### **C.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

### **C.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

### **1800: DAYWORKS**

This part of the Project Specifications deals with the provision for Dayworks in the Schedule of Quantities. Rates for Dayworks shall be entered in Schedule D of the Schedule of Quantities in accordance with the following specifications.

## **D. 1 SCOPE**

According to clause 6.5 of the general conditions of contract for construction works (GCC) 2015 3<sup>rd</sup> edition, certain work may be carried out using rates tendered in the daywork schedule. A schedule of personnel, plant and equipment which may be necessary to perform work on a daywork basis is included in the schedule of quantities. The quantities used in the schedule are for tender evaluation purposes only and the use or not of these items shall not constitute a variation in terms of Clause 6.5 of the General Conditions of Contract 2015 3<sup>rd</sup> edition.

No work will be paid for as Dayworks without the written instruction or approval of the Engineer.

## **D. 2 TYPE OF WORK**

The Engineer may order daywork in certain cases where it is necessary to vary or to extend the works due to new or unforeseen circumstances to such an extent that the tendered rates for specific items of work are no longer applicable, or where no suitable combination of tendered rates can be used to pay for such work.

As a general rule, applicable rates for additional work items will be agreed between the Contractor and the Engineer. Dayworks will only be used in exceptional circumstances.

## **D. 3 MATERIALS**

Materials for use in works carried out under Daywork shall be purchased by the Contractor who shall also arrange for delivery to site, and shall be responsible for any other requirements associated with specific materials. A Provisional Sum has been allowed in Section 1200A for Daywork materials. The Contractor shall enter a tendered percentage in the section to cover his handling costs and profit, as per other provisional and prime cost sums in this Contract.

Materials shall be paid for using the method described in the Pricing Data. No contract price adjustment will be applicable to materials.

The Contractor shall submit proof of ownership for any materials used in Dayworks with his dayworks claim to the Engineer. Further, if specific materials are required for Dayworks, quotations will be called for as per Clause 6.5.2 of the General Conditions of Contract 2015 3<sup>rd</sup> edition.

## **D. 4 CONSTRUCTION PLANT HIRE**

Where daywork is ordered, the tendered rates for plant hire in Section 1200A shall be used in calculating the payment due for any plant required to execute the daywork. If no rate is included in the schedule for a particular piece of equipment, and where no other rate or combination of rates would provide suitable

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compensation, then the daywork method of payment described in Clause 6.5.1 of the General Conditions of Contract 2015 3<sup>rd</sup> edition will be used.

The tendered rates for each item of constructional plant shall include for all operating costs associated with the said item of plant. Such costs are deemed to include fuel, re-fuelling costs, lubrication and routine servicing / maintenance, breakdowns and spares, all overhead costs, site management costs and administration costs. The tendered rates shall also include the plant operator and the general supervision of the plant while it is engaged in the dayworks.

## **D. 5 SALARIES AND WAGES OF WORKMEN**

The salaries and wages of workmen executing daywork shall be paid for using the tendered rates in Section 1200A. The tendered rates shall include for all costs associated with the employment of personnel, including salaries, wages, allowances, workmen's compensation, medical aid and pension contributions, government levies and taxes, training costs and any costs associated with living on the site. The tendered rates shall also include for the transportation of the workmen to the site of the dayworks.

All overhead costs, administration costs, site management costs and the Contractor's profit are deemed to be covered by the Dayworks rates and no additions or mark ups will be made to the tendered rates.

The tendered rates shall also include any hand tools normally associated with the workmen's job description e.g. picks, shovels, hammers, saws, spirit levels, etc. The tendered rate for labourers shall also include for the casual supervision by a gang boss or foreman. Only when specifically called for by the Engineer, will payment be made for the use of a gang boss or foreman supervising on a continuous basis.

## **D. 6 MEASUREMENT AND PAYMENT**

The following principles shall also apply to the measurement and payment of Dayworks.

The unit of measurement for plant shall be the number of vibroclock hours worked and each item of plant shall be fitted with a vibroclock, the cost of which shall be included in the rates. Excessive non-productive time when the engine is idling will not be paid for. Where there is ambiguity between the flywheel horsepower and mass of the machine, the flywheel horsepower shall govern the measurement category. Where width and mass are specified, mass shall govern the measurement category.

The Contractor's attention is drawn to the requirements of Sub-clauses 6.5.3 and 6.5.4 of the General Condition of Contract 2015 3<sup>rd</sup> edition with regard to the submission of Dayworks claims.

## **B12.05: OHSA 1993 HEALTH AND SAFETY SPECIFICATION**

### **E1. SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in an flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Steep and restricted access to the lower flood plain below the bridge
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the new rising main, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Potentially harmful gasses when tying into the existing sewer mains
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Falling debris, tools and materials from bridge
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

## **E2. DEFINITIONS**

For the purpose of this contract the following shall apply:

- (a) **Employer**” where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as **“client”** as defined in the Construction Regulations 2014. **“Employer”** and **“client”** is therefore interchangeable and shall be read in the context of the relevant document.
- (b) **“Contractor”** wherever used in the contract documents and in this specification, shall have the same meaning as **“Contractor”** as defined in the General Conditions of Contract.

In this specification the terms **“principal contractor”** and **“contractor”** are replaced with **“Contractor”** and **“subcontractor”** respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

- (c) **“Engineer”** where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

## **E3. TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction

Regulations.

#### **E4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (d) excavation work deeper than 1,0m; or
- (e) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section T2. Returnable documents.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

#### **E5. RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

#### **E6. APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS**

##### **6.1 Health and Safety plan**

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

##### **6.2 Health and safety induction training**

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction

training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## **E7. APPOINTMENT OF SAFETY PERSONNEL**

### **7.1 Construction Supervisor**

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### **7.2 Construction safety officer**

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### **7.3 Health and safety representatives**

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on

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a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **7.4 Health and safety committee**

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

#### **7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (d) Excavation work as described in Regulation 11;
- (e) Demolition work as described in Regulation 12;
- (f) Scaffolding work as described in Regulation 14;
- (g) Suspended platform operations as described in Regulation 15;
- (h) Material hoists as described in Regulation 17;
- (i) Batch plant operations as described in Regulation 18;
- (j) Explosive powered tools as described in Regulation 19;
- (k) Cranes as described in Regulation 20;
- (l) Construction vehicle and mobile plant inspections on a daily basis by a
- (m) competent person as described in Regulation 21(1);
- (n) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (o) Stacking and storage on construction sites as described in Regulation 26; and
- (p) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his



responsibilities to comply with **all** requirements of the Construction Regulations.

## **E8. RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2014;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 9);
- (d) A copy of the Notification of Construction Work (Regulation 4);
- (e) A health and safety file in terms of Regulation 6(1) with inputs by the Construction Safety Officer (Regulation 5);
- (f) A copy of the risk assessment described in Regulation 9;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- (h) Drawings pertaining to the design of structures (Regulation 6(1)) and formwork and support work structures (Regulation 12(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13);
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 17(1));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 5);
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 8(c));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 20(8));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 2(f));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 2).

## **E9. CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

(d) Risk assessment (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved

that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

(j) Tunnelling (Regulation 14)

The Contractor shall comply with Regulation 14 wherever tunnelling of any kind is involved.

(a) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to “Section 44 of the Act” should read “Section 43 of the Act”].

(b) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all

work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

(c) Boatswain’s chains (Regulation 16)

Where boatswain’s chains are required on the construction site, the Contractor shall comply with Regulation 16.

(d) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(e) Batch plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(f) Explosive powered tools (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(g) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

(h) Construction vehicles And mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(k) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

(l) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(m) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

(n) Housekeeping on Construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(o) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

(p) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

(q) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

(r) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **E10. MEASUREMENT AND PAYMENT**

### **10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

#### **(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

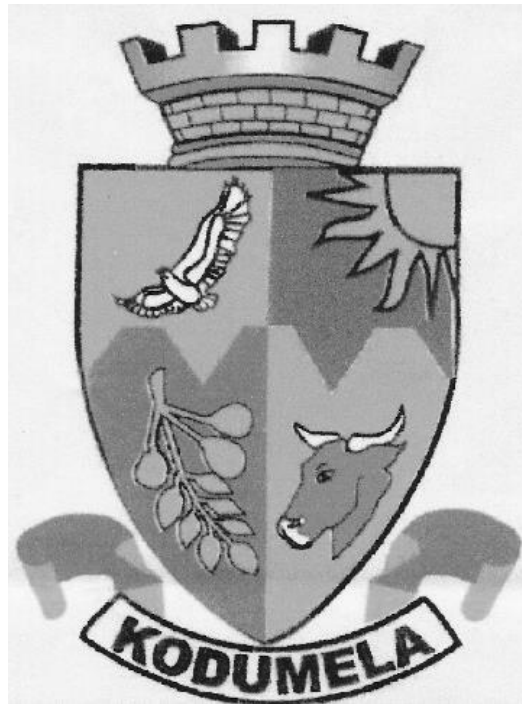
#### **(b) Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

# DRAFT

# POLICY

# SUPPLY CHAIN MANAGEMENT





## CHAPTER 1

### 1. INTRODUCTION

A Green Paper on Public Sector Procurement Reform in South Africa was published in April 1997. The Green Paper recognized that public sector procurement could be used by government as a mechanism to also achieve certain broader policy objectives such as black economic empowerment, local economic development spin-offs for small and medium sized business, skills transfer and job creation. To achieve this, institutional and economic reform was necessary within two broad themes, namely, to establish principles of good governance in the area of supply chain management and to introduce a preference system to achieve certain Socio-economic policy objectives.

This document is to serve as a both a policy guideline and as a general user manual for the personnel of the BLM in which the policy and directives with regard to supply chain management are made known. This policy therefore addresses the following as required by the Local Government: Municipal Finance Act, 2003 and the Preferential Procurement Regulations of 2004, the Broad-Based Black Economic Empowerment Act (Act 53 of 2003) and the Draft Supply Chain Management Regulations from National Treasury (3 May 2005):

- Procurement of goods and services;
- Disposal of goods no longer needed;
- Selection of contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Systems Act applies; and
- Selection of external mechanisms referred to in section 80(1)(b) of the Systems Act

This policy does not apply if the municipality contracts with another organ of state for-

- Provision of goods or services to the municipality;
- The provision of a municipal service or assistance in the provision of a municipal service; or
- The procurement of goods and services under a contract secured by that other organ of state, provided that the relevant supplier has agreed to such procurement.

### 2. ABBREVIATIONS

**BEE** Black Economic Empowerment

**BBEEA** Broad-Based Black Economic Empowerment Act (Act 53 of 2003)

**MFMA** Municipal Finance Management Act, 2003 (Act 56 of 2003)

**BLM Blouberg** local municipality established i.t.o. Act No 117 of 1998

**CEO** Chief Executive Officer

**CFO** Chief Financial Officer

**CBC** Central Bid Committee

**HDI** Historically Disadvantaged Individual

**HOD** Head of Department

**MM** Municipal Manager

**PPPFA** Preferential Procurement Policy Framework Act, (Act no 5 of 2000)

**RDP** Reconstruction and Development Programme

**RFI** Request for Information

**RFP** Request for Proposal

**SCM** Supply Chain Management

**SFEC** Standing Financial Expenditure Committee

**SMME** Small Medium and Micro Enterprise

**TOR** Terms of Reference

### 3. DEFINITIONS

In this Policy, unless a written context otherwise indicates, a word or expression to which a meaning has been assignment in the Act has the same meaning as in the Act, and:

**"Bid"** means a written offer submitted in a prescribed or stipulated form, in response to an invitation by the Blouberg Municipality for a procurement as part of a competitive bidding process;

**"Competitive bid"** means a bid in terms of competitive bidding process;

**"Final award"** means the final decision on which bid or quote to accept;

**"In the service of state"** means to be:

- (a) a member of
  - (i) any municipal council;
  - (ii) any provincial legislature;
  - (iii) the National Assembly or National Council of provinces;

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

**“Long term contracts”** means a contract with a duration period exceeding one Year;

**“Other applicable legislation”** means any other legislation applicable to municipal Supply chain management, including:

- (a) The Preferential Procurement Policy Framework Act, 2000(Act No.5 of 2000)
- (b) The Broad Based Black economic Empowerment Act, 2003 (Act No.53 of 2003)
- (c) The Construction Industry Development Board Act. 2000 (Act No.38 of 2000)

**“Municipality”** means Blouberg Municipality;

**“Historically Disadvantaged Individual”** means a South African citizen:

- (a) Who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no 200 of 1993) (“the Interim Constitution”); and/or
- (b) Who is a female; and/or
- (c) Who has a disability;
- (d) Provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.

**“Small Medium and Micro Enterprise”** SMME is as defined in the National Small Business Act, 102 of 1996. Employing a maximum of 100 employees in any sector except manufacturing or construction where the maximum is 200 employees.

**“Council”** means Blouberg Municipal council referred to in Sec 157(1) of the constitution;

**“Delegation”** means the issuing of a written authorization by delegating authority to a delegated body to act in his stead;

**“Physically disabled”** shall mean suffering from an impairment of a physical, intellectual or sensory function, resulting in a restriction or lack of ability to perform an activity in a manner or within a range considered normal.

**“Head of department”** shall mean a senior manager as referred to in Section 56 of the Municipal Systems Act.

**“the Act”** means Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003)

**"the Regulation"** means the Local Government: Municipal Finance Management Act, 2003, Municipal Supply Chain Management Regulations Gazetted in Gazette Number 865 of 2005;

**"youth"** means any person who is thirty-five years old and below;

**"Municipal Finance Management Act"** shall mean the Municipal Finance Management Act no 56 of 2003

**"Municipal manager"** shall mean the person appointed in terms of Section 82 of the Municipal Structures Act.

**"Municipal Structures Act"** shall mean the Local Government: Municipal Structures Act No. 117 of 1998.

**"Municipal Systems Act"** shall mean the Local Government: Municipal Systems Act No. 32 of 2000.

**"Supply chain management policy"** shall mean the policy referred to in Section 111 of the Municipal Finance Management Act.

**"Budget and treasury office"** shall mean the office established in terms of Section 80 of the Municipal Finance Management Act"

**"Chief financial officer"** shall mean the person designated as such in terms of Section 80(2)(a) of the Municipal Finance Management Act No. 56 of 2003.

**"Councilor"** shall mean a member of the municipal council.

#### **4. LEGISLATIVE ENVIRONMENT & REGULATORY FRAMEWORK**

##### **4.1 THE CONSTITUTION**

In establishing a supply chain management policy document, the Blouberg local municipality must produce a document that complies with section 217 of the Constitution of the Republic of South Africa, 1996 Act 208 of 1996) which reads as follows:

(1) When an Organ of State in the national, provincial or local sphere of government, or any other institution identified in national legislation, contracts for goods and services, it must do so in accordance with a system which is fair, equitable, transparent, competitive and cost-effective.

(2) Subsection (1) does not prevent the Organs of State or institutions referred to in that subsection from implementing a procurement policy providing for-

(a) categories of preference in the allocation of contracts; and (b) the protection or advancement of persons, or categories of persons, disadvantaged by unfair discrimination.

(3) National legislation must prescribe a framework within which the policy referred to in subsection (2) must be implemented.

#### **4.2 THE MUNICIPAL SYSTEMS ACT**

The "Municipal Systems Act 2000 (Act 32 of 2000) requires that municipalities assess, according to specific criteria and processes, whether to provide municipal services internally or externally by way of service delivery agreements. This Act stipulates the requirements for service delivery agreements through competitive bidding selection and pre-qualification processes which-

- Are competitive, fair, transparent, equitable and cost-effective,
- Allow all prospective service providers to have equal and simultaneous access to information relevant to the bidding process;
- Minimise the possibility of fraud and corruption; and
- Make the municipality accountable to communities, residents and role-players about progress with selecting a service provider and the reasons for any decision in this regard; and
- Take into account the need to promote the empowerment of small and emerging enterprises.

#### **4.3 THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT**

The Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its regulations are applicable to local government. It provides that BLM shall implement a preference system in the allocation of contracts for categories of service providers to advance the interest of persons disadvantaged by unfair discrimination. However, it must be applied without compromising or limiting the quality, coverage, cost and developmental impact of the services.

#### **4.4 THE LOCAL GOVERNMENT: MUNICIPAL FINANCE MANAGEMENT ACT, 2003 (ACT 56 OF 2003)**

This Act and Chapter 11 in particular deals with supply chain management in detail and it is essential that it is strictly adhered to by the municipality in order to achieve the objectives as set out in this document. It is compulsory for a municipality to have a supply chain management policy to give effect to the relevant provisions of the Act.

The Municipal Finance Management Act, 2003 (Act 56 of 2003) provides that the municipal supply chain management shall comply with a regulatory framework that must cover at least the following:

- The range of supply chain management processes that will be used including tenders, quotations, auctions and other types of competitive bidding.
- When a particular type of process must be used.
- Procedures and mechanisms for each type of process.
- Procedures and mechanisms for more flexible processes where the value of a contract is below a prescribed amount.
- Open and transparent pre-qualification processes for tenders or other bids.
- Competitive bidding processes in which only pre-qualified persons may participate.
- Bid documentation, advertising of and invitations for contracts.

Procedures and mechanisms for-

- The opening, registering and recording of bids in the presence of interested persons;

- The evaluation of bids to ensure best value for money;

- Negotiating of final terms of contracts; and

- The approval of bids.

Screening processes and security clearances for prospective Contractors on tenders or other bids above a prescribed value.

- Compulsory disclosure of any conflicts of interests prospective contractors may have in specific tenders and the exclusion of such prospective contractors from those tenders or bids.

- Participation in the supply chain management system of persons who are not officials of the municipality

- The barring of persons from participating in tendering or other bidding processes, including persons who were convicted for fraud or corruption during the past five years;

-Who wilfully neglected, reneged on or failed to comply with a government contract during the past five years; or -Whose tax matters are not cleared by SARS.

- Measures for:

- Combating fraud, corruption, favouritism and unfair and irregular practices in municipal supply chain management; and

- Promoting ethics of officials and other role players involved in municipal supply chain management.

- The invalidation of recommendations or decisions that were unlawfully or improperly made, taken or influenced, including recommendations or decisions that were made, taken or in any way influenced by –

- Councillors in contravention of item 5 or 6 of their Code of Conduct;

- Municipal officials in contravention of items 4 or 5 of their Code of Conduct.

- The procurement of goods and services by municipalities through contracts procured by other organs of state.

- Contract management and dispute settling procedures.

- Delegation of municipal supply chain management powers and duties.

## 5. VISION AND OBJECTIVES

BLM is a municipality that undertakes to ensure equitable distribution of resources and act as a catalyst for development and service delivery in a co-ordinated, inclusive and sustainable manner.

BLM intends to use the new acquisitioning policy as a tool to achieve the following objectives:

- stimulate economic growth
- stimulate socio- economic development
- enhance quality of services
- enhance delivery of services
- promote fairness, transparency, competitiveness and cost-effectiveness

This supply chain management policy is intended to be in line with the prescribed national procurement policy and will also take into consideration the following key principles:

- Creating opportunities for SMME's; ensuring that value for money is obtained; to eliminate and counter any form of corruption, favouritism and irregular practices;
- Implementation of systems of control and accountability; and standardisation in procedures of bid evaluations, documentation and contracts;
- Effective monitoring and support
- Total quality management

## **6. DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS.**

(1) The council of the municipality delegate powers and duties to the accounting officer so as to enable the accounting officer to:

(a) Discharge the supply chain management responsibilities conferred on accounting officers in terms of chapter 8 or 10 of the Act.

(b) to maximize administrative and operational efficiency in the implementation of the scm policy

(C) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of supply chain management policy; and

(d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.

(2) The council may not delegate any supply chain powers or duties to a person who is not official of municipality or to a committee which is not exclusively composed of officials of the municipality

(3) No decision-making in terms of any supply chain management powers and duties may be delegated to an advisor or consultant.

## **CHAPTER 2**

Supply chain Management System

Municipality shall use the following system of Supply Chain Management:

(a) demand management;

- (b) acquisition management;
- (c) logistics management;
- (d) risk management;
- (e) performance management;

## **1. DEMAND MANAGEMENT**

### **1.1 SYSTEM OF DEMAND MANAGEMENT**

(a) Accounting Officer must establish and implement an effective demand Management system in order to ensure that the resources required to support the strategic and operational commitments of the municipality are delivered at correct time, at the right price and at a right locations as outlined in the Integrated Development Plan of municipality.

(b) Every Head of department shall during preparation of budget for the year:

- (i) determine which function it must perform;
- (ii) determine goods and services to be procured in the performance of those functions;
- (iii) determine quantity and specifications for the required goods;

(c) the SCM Unit shall after consultation with Heads of departments compile a schedule of procurements for capital projects and any other requirements for each financial year;

## **2. ACQUISITION MANAGEMENT**

### **2.1 SYSTEM OF ACQUISITION MANAGEMENT**

(a) the accounting officer must implement the system of acquisition management as set out in this section in order to ensure:

- (i) that goods and services are procured by municipality in accordance with authorized processes only;
- (ii) that expenditure on goods and services is incurred in terms of an approved budget and IDP in terms of section 15 of the Act;
- (iii) that the threshold values for the procurement for the different procurement processes are complied with;
- (iv) that bid documentation, evaluation and adjudication criteria, and general conditions of contract, are in accordance with any applicable legislation; and
- (v) that any treasury guidelines on acquisition management are properly taken into account.

(b) this policy does not apply in respect of procuring goods and services contemplated in section 110(2) of the Act, including:

- (i) water from department of water affairs or a public entity, another municipality or municipal entity; and
- (ii) electricity from Eskom or another public entity, another municipality or municipal entity.

(c) Accounting officer must ,when procuring goods or services contemplated in section 110(2) of the Act make public the fact that it procures such goods or



services otherwise than through its Supply Chain Management system, including:  
(i) the kind of goods or services; and (ii) the name of supplier.

## **2.2 RANGE OF PROCUREMENT PROCESSES**

(a) Goods may only be procured by way of:

- (i) petty cash purchases, up to a transaction value of R 500(VAT Included);
- (ii) One quotation for procurement of transaction value of over R 500 up to R 2000 (VAT included)
- (iii) formal written quotations for procurements of transaction value over R 2000 up to R 200 000 (VAT included); and
- (iv) Competitive bidding process for procurement above R30000.00R and long term contracts.

(b) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of this policy.

(c) When determining transaction values, a requirement for goods or services consisting of different parts or items must as far possible be treated and dealt with as a single transaction.

## **2.3 GENERAL PRECONDITIONS FOR CONSIDERATION OF WRITTEN QUOTATIONS OR BIDS**

A written quotation or bid may not be considered unless the provider who submitted quotation or bid (a) has furnished the following:

- (i) full name
- (ii) identification number or company or other registration number;
- (iii) tax reference number and VAT registration number, if any;

(b) has authorized the municipality to obtain a tax clearance from South African Revenue Service that the Provider's tax matters are in order.

(c) has indicated

(i) whether he or she is in the service of the state or has been in the service of the state in the previous twelve months

(ii) if the provider is not natural person, whether any of its directors, managers, principal shareholders or shareholder is in the service of state, or has been in the service of state in the previous twelve months

; or

(iii) Whether a spouse, child or parent of the service provider or of director, shareholder or stakeholder referred to in subparagraph(ii) is in the service of state or has been in the service of state in the previous twelve months.

## **2.4 CENTRAL SUPPLIERS DATABASE**

(a) The Blouberg Local Municipality must only do a business with Suppliers from Treasury's Central Supplier's Database.

(b) The CSD 's report should include the following:

- Confirmation and status of Business Registration Documents
- Proof of Bank Account Registration
- Tax compliance status
- Employee in the service of state as defined in the Municipal SCM Regulations with information only available in the PERSAL system at this time, namely National and Provincial officials
- Identity Documentation
- Tender defaulters and restrictions status

## **2.5 PETTY CASH PURCHASES**

The following petty cash procurement process shall apply:

(a) Procurement of goods to a maximum amount of R 500 per transaction may be made by means of petty cash purchases;

(b) Maximum amount of petty cash on hand shall be R 5000 per month;

(c) Only Supply Chain Manager can give a department a go ahead to request petty cash after taking into account the nature of expenditure and satisfying himself that procurement can be done via petty cash and that petty cash system is not abused.

(d) Each department must compile monthly reconciliation reports to the Chief Financial Officer, including:

- (i) The total amount of petty cash for that amount; and
- (ii) Receipts and appropriate documents for each purchase.

## **2.6 WRITTEN OR VERBAL QUOTATIONS.**

(a) Written or Verbal quotation must be obtained from at least three different suppliers from, but not limited to, suppliers whose names appear on the suppliers database of the municipality, provided that if quotations are obtained from suppliers who are not listed, such suppliers must meet the listing criteria required by this policy.

(b) To the extent feasible Suppliers must be requested to submit such quotations in writing.

(c) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

(d) Accounting officer must record names of potential providers requested to provide quotations as referred in (c) above and their quoted price;

(d) If quotation was submitted verbally, the may be placed against written confirmation by selected supplier.

## 2.6 FORMAL WRITTEN QUOTATIONS

- (a) Quotations must be obtained from at least three different providers preferably from, but not limited to, providers whose names appear on the list of accredited prospective providers of the municipality, provided that if quotations are obtained from providers who are not listed, such providers must meet the listing criteria required by this policy.
- (b) if it is not possible to obtain three quotations, the reasons must be approved by Chief Financial Officer, recorded and reported quarterly to accounting officer;

## 2.7 PROCEDURES FOR PROCUREMENT VIA WRITTEN QUOTATIONS

- (a) all requirements in excess of R 30 000(VAT included) must be advertised for at least for at least seven days on the website of municipality or local notice boards.
- (b) Rotation system where possible must be used when procuring from suppliers on the list of accredited suppliers.
- (C) Accounting officer via SCM unit must take all reasonable steps to ensure that procurement of goods or service via quotations is not abused.
- (d) SCM unit must on a monthly basis notify in writing of all written quotations accepted by it.
- (e) where quotations have been invited via local notice boards and municipal website, no additional quotations are needed should the number of received quotations be less than three.

## 2.8 COMPETITIVE BIDS

- (a) goods and services above a transaction value of more than R 200 000 (VAT included) and long term contracts may be procured by municipality via competitive bidding process.

## 2.9 PROCESS FOR COMPETITIVE BIDS

Procedures for competitive bidding process will be as follows:

- (i) Compilation of bid documents
- (ii) Public Invitation of bids;
- (iii) Site meetings or briefing sessions, if applicable;
- (iv) Handling of bids submitted in response to public invitation;
- (v) The evaluation of bids
- (vi) Award of contracts
- (vii) Administration of contracts
- (viii) Proper record keeping

### 2.9.1 BID DOCUMENTATION FOR COMPETITIVE BIDS

Municipal Bid documents must comply with following requirements:

(a) take into account :

- (i) the general conditions of contact;
- (ii) treasury guidelines on bid documentation and
- (iii) the requirements of the construction Industry Development board, in respect of bids relating to construction, upgrading or refurbishment of buildings or infrastructure;

(b) Stipulate the preference point system which will be applied in evaluation and adjudication of contracts;

(c) Compel bidders to make declaration of interest and fill declaration of interest form;

(d) if the transaction value is estimated to exceed R 10 million(VAT included), require bidders to furnish the followings:

(i) the audited financial statements(if bidder is required by law to prepare financial statements) for the past three years or since establishment if entity is established within or during the past three years;

(ii) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;

(iii) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;

(iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside Republic, and, if so, what portion and whether any portion of payment from municipality is expected to be transferred out of the Republic;

(e) Stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.

### 2.9.2 PUBLIC INVITATION OF BIDS

(a) Accounting officer of BLM is required to advertise all bids on the eTender Publication Portal as provided below.

All bids advertised on the eTender Publication Administrator must at least contain the following information:

- Bid description;
- Bid number;
- Name of Municipality or Entity;
- The physical location where the goods, services or works specified in the bid are required; □ The closing date and time of the bid;

- Municipality or entity's contact details (postal and physical address, telephone number, email address, etc.);
- The physical location where hard copies of bids can be collected;
- The physical location where bids should be delivered; and
- The bid documents (MBDs, Terms of Reference, GCC and any other relevant document).

(b) The minimum period of time, which may be allowed between the publication date of bid invitations and closing time for bids, must be stipulated and should be sufficient for bidders to reply to the specific requirement. This period may not be less than 14 days for bid which does not exceed R 10 million and 30 days for bid of transaction value equal or exceeding R 10 million. When determining a closing date, sufficient time must be allowed for prospective bidders to prepare and submit their bids. The necessary information regarding the date and time of closure must appear in the bid document and shall be collected from the BLM offices during working hours. It is essential that a definite cut-off time for submitting bids should be set and it should be strictly observed. Late bids, bids by telephone, fax or email are not considered.

(c) Accounting officer may determine closure of bids which is less than 30 or 14 days requirements only on grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow official procurement process;

(d) The bid advertisement must clearly indicate that it is the municipality's

prerogative not to award the bid or any part thereof to the lowest or any bidder.

(e) Bids advertisement must contain statement that bids may only be submitted on the bid documentation provided by municipality.

(f) Bids submitted to municipality must be sealed.

### 2.9.3 SITE INSPECTION/BRIEFING OR INFORMATION SESSION

(a) The necessary information regarding a site inspection/information session must appear in the bid document, if applicable. A fully explanatory site inspection may be conducted before the close of bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

(b) Should it be a condition that prospective bidders attend a site inspection, nonattendance of this site inspection may invalidate a bid.

(c) The following information shall be necessary:

(i) Particulars of the place and time of the site inspection, indicated in the advertisement as well as in the bid document

(ii) Proper minutes to be taken on all information disclosed during the site inspection

- (iii) Copies of these minutes must be made available to all interested parties that attend the meeting
- (iv) The same copies must also be made to all other prospective bidders (v) Bidders should be requested in the Bid documents to certify that the site inspection was attended and that they are fully aware of the extent of the task
- (d) Bidders should certify that the site inspection meeting was attended and that they are fully aware of what is reasonably expected from them
- (e) Bidders should state on a form (to be included in the Bid document)
- (f) The name of the person who represented the company/firm;
- (g) Particulars of the company/firm;
- (h) Date and place of inspection; and
- (i) Any other information that is required by the BLM

#### **2.9.4 PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS**

- (a) The following procedure shall be followed when opening bids:
  - (i) SCM unit shall open the bids in public.
  - (ii) The opening of bids must be at the same time as soon as possible after the closing time.
  - (iii) Names of bidders and their bidding price must be read out to public.
  - (iv) All bids received must be recorded in the register for that purpose
  - (v) Register will be available to public; and
  - (vi) Entries in the bid register and bid results shall be published on the website of the municipality.

#### **2.10. NEGOTIATIONS WITH PREFERRED BIDDERS**

- (a) Accounting officer can negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiations
  - (i) does not allow any preferred bidder to a second or unfair opportunity;
  - (ii) is not to the detriment of other bidder; and
  - (iii) does not lead to a higher price than the bid as submitted
- (b) Minutes of such negotiations must be kept for record purpose.

#### **2.11. TWO STAGE BIDDING PROCESS**

- (a) two stage process is allowed only for:
  - (i) large complex projects
  - (ii) projects where it may be undesirable to prepare complete detailed (iii) long term projects with a duration period exceeding three years.

(b) In the first stage technical proposals on conceptual design or performance specification should be invited, subject to technical as well as commercial clarifications and adjustments.

18

#### 2.12.1 BID SPECIFICATION COMMITTEE

(a) a bid specification committee must compile the specifications for each procurement of goods or services by the municipality.

(b) Specifications:

(i) must be in an unbiased manner to allow all potential suppliers to offer their goods or services;

(ii) must take into account standards such as those issued by the Standards South Africa, the International Standards Organization, or an authority accredited by or recognized by the South African National Accreditation System with which the equipment or material or workmanship should comply;

(iii) where possible described, be described in terms of performance required rather than in terms of descriptive characteristics for design;

(iv) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labeling of conformity certification;

(v) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "equivalent".

(vi) Must indicate each specific goal for which points may be awarded in terms of the points system set out in this policy;

(vii) Must be approved by the accounting officer or delegated sec 57 Senior Manager preferably CFO prior to publication of the invitation to bid.

(c) a bid specification committee must be composed of one or more officials of municipality from the End-User department and must include manager responsible for function involved.

(d) no person, advisor or corporate entity involved with bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

#### 2.12.2 BID EVALUATION COMMITTEE

(1) Bid evaluation committee must

(a) Evaluate bids in accordance with:

(i) the specifications for specific procurement; and (ii) the points system as set out in this policy.

- (b) evaluate each bidder's ability to execute the contract;
- (c) Check in respect of the recommended bidder whether municipal rates and taxes and service charges are not in arrears.; and
- (d) Via Supply Chain Unit submit the evaluation report to Bid adjudication committee;
  - (i) make final award or a recommendation to Accounting Officer to make the final award; or
  - (ii) make another recommendation to accounting officer how to proceed with the relevant procurement
- (b) the accounting officer must appoint the chairperson of the committee; and if he chairperson is absent the present members must elect one of them to preside at the meeting.
- (c) a bid adjudication committee must consist of at least four Senior Managers which must include:
  - (i) the chief financial officer
  - (ii) at least one senior supply chain practitioner
- (d) Neither a member of bid evaluation committee, nor advisor or person assisting the evaluation committee, may be a member of bid adjudication committee.
- (e) If bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee must prior to awarding of contract check in respect of the preferred bidder's municipal rates and service charges are not in arrears and notify the accounting officer of its intention.
- (f) the accounting officer may after due consideration of the reasons for adjudication committee to deviate from evaluation committee recommendations, approve or reject the decision and if the decision is rejected refer the matter back to adjudication committee for reconsideration.
- (g) If accounting officer approves the decision of the bid adjudication committee to deviate from bid evaluation committee recommendation he or she must comply with section 114 of the Act within 10 working days.

## 2.13 PROCUREMENT OF BANKING SERVICES

- (a) A contract for provision of banking services to a municipality:
  - (i) must be procured through competitive bids;
  - (ii) must be consistent with sections 7 and 85 of the Act; and
  - (iii) may not be for a period of more than five years at a time.
- (b) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.



(c) The Closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper. Bids must be restricted to banks registered in terms of the banks Act, 1990(Act No. 94 of 1990).

#### **2.14 PROCUREMENT OF IT RELATED GOODS OR SERVICES**

(a) Accounting Officer may request State Information Technology Agency(SITA) to assist the municipality with acquisition of IT related goods or services through competitive bidding process.

(b) The parties must enter into a written agreement to regulate the services rendered by, and payments to be made to, SITA.

(c) The Accounting Officer must notify SITA together with a motivation of the IT needs of the municipality if:

(i) the transaction value of IT related goods or services required by the municipality in any financial year will exceed R 50 million(VAT included); or

(ii) the transaction value of a contract to be procured by the municipality whether for a one year or more years exceeds R50 million (VAT Included).

(d) If SITA comments on the submission and municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to council, the National Treasury, the relevant provincial treasury and Auditor General.

#### **2.15 PROUREMENT OF GOODS AND SERVICES UNDER CONTRACTS SECURED BY OTHER ORGANS OF STATE**

(a) Accounting Officer may procure goods or services for the municipality under a contract secured by another organ of state, but only if:

(i) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state; (ii) the municipality has no reason to believe that such contract was not validly procured;

(iii) there are demonstrable discounts or benefits for the municipality to do so;

(iv) that other organ of state and the provider have consented to such procurement in writing.

#### **2.16 PROCUREMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS**

(a) The policy restricts the acquisition and storage of goods in bulk (other than water) which necessitate special safety arrangements, including gasses and fuel.

(b) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership and cost advantages for the municipality.

### **2.17 PROUDLY SOUTH AFRICAN CAMPAIGNS**

(a) Blouberg Municipality will support Proudly SA Campaign aimed at promoting locally manufactured/produced products.

### **2.18 APPOINTMENT OF CONSULTANT**

(a) Accounting officer can appoint consulting services provided that any treasury guidelines in respect of consulting services are taken into account when such procurement are made.

(b) A contract to appoint consultants must be procured via competitive bids if :  
(i) the value of the contract exceeds R 200 000(VAT included) or (ii) the duration period of contract exceed one year.

(c) in addition to requirements prescribed by this policy for competitive bids, bidders must furnish particulars of all and similar consultancy services provided to organ of state in the last five years.

(d) Accounting officer must ensure that the copyright in any document produced, and the patent rights or ownership in any plant, machinery or process designed or devised by consultant in the course of the consultancy service is vested in the municipality.

### **2.19 DEVIATION FROM AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESS.**

(a) Accounting Officer may dispense with the official procurement processes established by this policy and procure any required item via any convenient process, which may include direct negotiations, but only

(i) In an emergency;

(ii) If such goods or services are available from single supplier only; (iii)

For the acquisition of special works of art or historical objects where specification are difficult to compile; (iv) Acquisition of animals for zoo; or

(v) In any other exceptional cases where it is impractical or impossible to follow the official procurement processes.

(b) Accounting Officer may ratify any breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of technical nature.

(C) Accounting Officer must record the reasons for any deviations and report them to the next meeting of the council and include as a note to the annual financial statements.

### **2.20 UNSOLICITED BIDS**

(a) The Municipality in terms of section 113 of the Act is not obliged to consider unsolicited bids received outside a normal bidding process.

(b) If Municipality decides in terms of section 113(2) of the Act to consider an unsolicited bid, it may do so only if :

- (i) The product or service offered in terms of the bid is demonstrably or proven unique innovative concept;
- (ii) The product or service will be exceptionally beneficial to, or have exceptional cost advantages for, the municipality;
- (iii) The person who made the bid is the sole provider of product or service;
- (iv) The reason for not going through the normal bidding process are found to be sound by the Accounting Officer.

(c) If a municipality decides to consider an unsolicited bid that complies with paragraph (b), the municipality must make its decision public in accordance with section 21A of the Municipal Systems Act, together with:

- (i) Its reasons as to why the bid should not be open to other competitors; (ii) An explanation of the potential benefits for the municipality were it to accept the unsolicited bid;
- (iii) An invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.

(d) Once the municipality has received written comments pursuant to paragraph (c)

,it must submit such comments, including any responses from the unsolicited bidder, to the National Treasury and relevant provincial treasury for comment.

(e) The adjudication committee must consider the unsolicited bid and may award the bid or recommend to the accounting officer, depending on its delegations. (f) A meeting of adjudication committee to consider unsolicited bid must be open to public.

(g) When considering the matter, the adjudication committee must take into account –

- (i) Any comments submitted by the public; and
- (ii) Any written comments and recommendations of the National Treasury and relevant provincial treasury.

(h) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.

(I) such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the municipality to the bid may be entered into or signed within 30 days of the submission.

## **2.21 COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM**

(a) Accounting Officer must take all reasonable steps to prevent abuse of the supply chain management system.

(b) Accounting Officer must investigate any allegation against any official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure

to comply with the supply chain management policy, and when justified- (i) Take appropriate steps against such official or other role player; or (ii) Report any alleged criminal conduct to the South African Police Service.

(c) Accounting Office must check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with public sector'

(d) Accounting Officer can reject any bid from a bidder-

(i) If any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or

(ii) Who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactorily;

(e) Accounting Officer can reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;

(f) Accounting Officer can cancel a contract awarded to a person if-

(i) The person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or

(ii) An official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and

(g) Accounting Officer can reject the bid of any bidder if that bidder or an of its directors-

(i) Has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system; (ii)

Has been convicted for fraud or corruption during the past five years;

(iii) Has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

(iv) Has been listed in the Register for Tender Defaulters in terms section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

(h) The Accounting Officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of sub regulation (1) (b) (ii), (e) or (f).

## **2.22 ACQUISITIONING EVALUATION PROCESS**

### **2.22.1 EVALUATION CRITERIA**

(a) The decision of awarding a contract to a prospective provider must be based on a determination of which bidder has the best likelihood of successfully completing the contract at the best value to the BLM.

Proposal evaluation is the process of evaluating both the proposal and the bidder to determine whether the bidder by means of that proposal can successfully accomplish the contract. It forms the basis of choosing between competing offers.

- (b) Evaluation factors (criteria) are those aspects of a proposal that will be
- Local business should receive preference
  - Technical requirements of personnel.
    - Perceived ability to render the services required.
    - Flexibility (to adapt to client requirements).
    - Availability to meet deadlines.

### **2.22.2 PREFERENCE POINT SYSTEM AND BROAD-BASED BLACK ECONOMIC EMPOWERMENT**

(a) In the acquisition of local goods and services this policy will provide for categories of preference in terms of Section 5 of the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and applicable Preferential Procurement Regulations and Schedules published in the Government Gazette (Notice 2174 of 2004).

(b) The preference point system as detailed below will be followed. No system will be applied in respect of bids/acquisition with a Rand value of less than R30 000 per legislation.

### **2.22.3 THE 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS AND/OR SERVICES UP TO A RAND VALUE OF R 50 000 000.00**

#### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

(a) The following formula must be used to calculate the points for price in respect of competitive bids/price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R50 000 000.

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

Where

$P_s$  = Points scored for comparative price bid / offer under consideration

$P_t$  = Comparative price of bid / offer under consideration

$P_{min}$  = Comparative price of lowest acceptable bid / offer.

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point

out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d)The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e)Only the bid with the highest number of points scored may be selected.

#### **2.22.4 THE 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITIONING OF GOODS AND/OR SERVICES WITH A RAND VALUE ABOVE R 50 000 000.00**

##### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

(a) The following formula must be used to calculate the points for price in respect of competitive bids with a Rand value above R 50 000 000.

$$Ps = 90 \left\{ \frac{1 - Pt - Pmin}{Pmin} \right\}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid.

(b)The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. Where the Minister of Trade and industry, in terms of section 9 of the Broad Based Black Economic Empowerment Act, No 53 of 2003, gazetted a code of good practice for a particular sector, the scorecard contained in the gazetted code of good practice must be utilised in the evaluation process. In the absence of such code of good practice for a particular sector, the balanced scorecard prescribed by National Treasury must form part of the evaluation criteria.

##### **(See Annexure SCM 1 and Annexure SCM 2)**

(c)A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if

the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

**2.22.5 THE 80/20 PREFERENCE POINT SYSTEM FOR THE SALE AND LETTING OF ASSETS UP TO A RAND VALUE OF R 50 000 000**

(a) The following formula must be used to calculate the points for price in respect of competitive bids / price quotations with a Rand value equal to, or above R30 000 and up to a Rand value of R 50 000 000 and which relate to the sale and letting of assets.

$$Ps = 80 \{ 1 + \frac{Pt - Ph}{Ph} \}$$

Ps = Points scored for price of bid / offer under consideration

Pt = Price of bid / offer under consideration

Ph = Price of highest acceptable offer

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 20 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 20 points. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

**2.22.6 THE 90/10 PREFERENCE POINT SYSTEM FOR SALE AND LETTING OF ASSETS WITH A RAND VALUE ABOVE R 50 000 000.**

(a) The following formula must be used to calculate the points for price in respect of bids with a Rand value above R 50 000 000 and which relate to the sale and letting of assets.

$$Ps = 90 \left\{ \frac{1 + Pt - Ph}{Ph} \right\}$$

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Ph = Price of highest acceptable bid

(b) The balanced scorecard measuring Broad-Based Black Economic Empowerment prescribed by the National Treasury must form part of the evaluation criteria of all bids. **(See Annexure SCM 1 and Annexure SCM 2)**

(c) A maximum of 10 points may be awarded to a bidder for achieving Governments procurement related socio-economic objectives. The total percentage scored for Broad-Based Black Economic Empowerment will be converted to a point out of a maximum of 10 points. This will be calculated by multiplying the total percentage scored by 10. No points will be awarded for achieving Governments Broad-Based Black Economic Empowerment objectives if the total percentage scored for Broad-Based Black Economic Empowerment is less than the prescribed minimum.

(d) The points scored by a bidder in respect of the objectives above on Broad-Based Black Economic Empowerment must be added to the points scored for price.

(e) Only the bid with the highest number of points scored may be selected.

#### **2.22.7 EVALUATION OF CONSULTANTS OR OTHER PROFESSIONAL SERVICES ON FUNCTIONALITY.**

(a) the following formula shall be used to evaluate consultants based on Functionality

$$Ps = \frac{SO \times AP}{MS}$$

Ps = Points scored for functionality

SO= points awarded by a panel member

MS= Maximum weight

AP = Percentage points for functionality

(b) the following formula shall be used to evaluate points scored for price for Consultants

$$Ps = \frac{Pmin \times AP}{Pt}$$

Ps = points scored for price

Pmin= lowest acceptable bid price

Pt = bid price under consideration

AP = Total score for functionality



### **2.22.8 80/20 POINT SYSTEM FOR EVALUATION OF CONSULTANTS**

(a) the following formula shall be used to determine the points scored by bidders through 80/20 system

$$Ps = 80 \left( \frac{1 + HS - RS}{RS} \right)$$

Ps = Points scored

HS = Highest acceptable points for sum of points for price and Functionality.

RS = sum of points scored for price and functionality for bid under Consideration

### **2.22.9 STIPULATION OF PREFERENCE POINT SYSTEM TO BE USED**

(a) The Blouberg Municipality must, in the bid documents, stipulate the preference point system which will be applied in the adjudication of bids.

### **2.22.10 EVALUATION OF BIDS ON FUNCTIONALITY (QUALITY) AND PRICE, INCLUDING WHEN CONSULTANTS ARE APPOINTED**

(a) The municipality must, in bid documents, indicate if, in respect of a particular bid invitation, bids will be evaluated on functionality and price.

(b) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value equal to or below, R 50 000 000, not exceed 80 points.

(c) The total combined points allowed for functionality and price may, in respect of bids / offers with an estimated Rand value above, R50 000 000, not exceed 90 points.

(d) When evaluating the bids contemplated in this item, the points for functionality must be calculated for each individual bidder,

(e) The conditions of bid may stipulate that a bidder must score a specified number of points for functionality to qualify for further adjudication

(f) The points for price, in respect of a bid which has scored the specified minimum number of points contemplated above must, subject to the application of the evaluation system for functionality and price, be established separately and be calculated in accordance with the other provisions in this section 9.4

(g) The number of points scored for achieving Governments Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for functionality and price.

(h) Only the bid with the highest number of points scored may be selected.

### **2.22.11 AWARD OF CONTRACT TO BIDS NOT SCORING THE HIGHEST NUMBER OF POINTS**

(a) Despite the above regulations, a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest points. Preference calculations or decisions, made during proposal / bid evaluations or candidate selection through interviews, shall be clear and documented. The specific goals must be measurable and quantifiable and must be monitored in the execution of the contract.

#### **2.22.12 CANCELLATION AND RE-INVITATION OF BIDS**

(a) In the event that, in the application of the 80/20 preference point system, as stipulated in the bid documents, all bids received exceed the estimated Rand value of R 50 000 000, the bid invitation must be cancelled.

(b) In the event that, in the application of the 90/10 preference point system, as stipulated in the bid documents, all bids received are equal to, or below R 50 000 000, the bid invitation must be cancelled.

(c) The municipality must, if the bid invitation has been cancelled in terms of the above, re-invite bids and must, in the bid documents, stipulate the correct preference point system to be applied.

(d) The Blouberg Municipality may, prior to the award of a bid, cancel the bid if;

(i) Due to changed circumstances there is no longer a need for the goods, works or services offered, or

(ii) Funds are no longer available to cover the total envisaged expenditure; or

(iii) No acceptable bids are received.

#### **2.22.13 THE SPECIFIC ACTIVITIES, WHICH MAY BE STIPULATED TOWARDS ACHIEVING SPECIFIC GOALS AS PER SECTION 17 OF THE REGULATIONS, ARE AS FOLLOWS:**

(a)

(i) The promotion of South African owned enterprises;

(ii) The promotion of export orientated production to create jobs;

(iii) The promotion of SMMEs;

(iv) The creation of new jobs or the intensification of labour absorption.

(b) Enterprises located within blouberg municipality include:

(i) Suppliers who have offices within blouberg municipality;

(ii) In case of emerging suppliers with no offices their address of registered office must be within blouberg municipality and the individual owners of entity must be the residents of blouberg municipality.

#### **2.22.16 INTERVIEW SELECTION CRITERIA**

(a) If the selection is going to be made through interview, the selection criteria should be known beforehand (it could be in the form of evaluation criteria and weights). During the interview the members of the interview panel should assign a score to each criteria, and these scores are then added to arrive at a total score. This total score is then used to assist in making the selection decision.

#### **2.23 OTHER FACTORS IN THE ACQUISITIONING PROCESS**

##### **2.23.1 TAX CLEARANCE CERTIFICATE**

(a) It is a specific requisite that on all projects, a Tax Clearance Certificate, issued by the SA Revenue Services for the bidding company/entity is to be submitted as part of the bid documentation.

(b) No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying that the taxes of that person to be in order or that suitable arrangements have been made with SARS.

##### **2.23.2 ACCESS TO BIDDING INFORMATION**

(a) To ensure complete transparency in the bidding process, bid documents should provide details of adjudication criteria. This will be especially important in bids where price will no longer be the only criteria in awarding bids.

(b) The BLM will assist with the compilation and dissemination of bidding and related information in a simplified and uncomplicated format.

(c) Bid results and awards must be made available to bidders when requested. This process, which will ensure transparency, will also enable bidders to evaluate their performance and competitiveness for future bids.

(d) BLM will be required to display both the bids and awards in the offices on for example bid notice boards. This place of display should be accessible to the public even after normal working hours. This will enable the information to reach the local community as effectively as possible. Local councillors are responsible to further disseminate information to their constituencies.

##### **2.23.3 UNIFORMITY IN BID PROCEDURES, POLICIES AND CONTROL MEASURES**

(a) Uniformity in bid procedures and control measures should be enhanced to ensure efficiency and effectiveness in procurement/ acquisitioning management. This can be accomplished through:

(b) The implementation of a uniform acquisitioning policy that must address at least the following:

- (i) The range of processes to be used for example tender (local/national), quotation (formal/informal) auction etcetera
- (ii) Procedures and mechanisms for each type of process

- (iii) When a particular type of process must be used
- (iv) Categorisation of processes relating to value of transactions (financial thresholds)
- (v) Open and transparent pre-qualification processes
- (vi) Ensuring that bid procedures are easy to interpret, clear, cost-effective, inexpensive, quick, transparent and free of corruption;
- (vii) A system of supply chain management, which is uniformly applied by all organs of State
- (viii) Proper rules pertaining to unsolicited bids (sect. 113 of the MFMA)

#### **2.23.4 GENERAL ACQUISITIONING PRINCIPLES**

- (a) Irrespective of who will be responsible for the acquisitioning process, the general principles of being fair, equitable, transparent, competitive and cost-effective will apply to, and will be the guiding principles for all stakeholders during all activities in the process.
- (b) This entails a proper definition of what is required, adherence to the prescribed selection and evaluation process, as well as proper implementation, monitoring and evaluation.

#### **2.23.5 LETTERS OF ACCEPTANCE**

- (a) Letters of acceptance shall be issued by the Head of Procurement once a tender has been approved by a person/structure in accordance with the delegated authority. Such letters may also be signed by the relevant delegated authority.
- (b) Letters of acceptance must be accurate, unambiguous, complete and contain detail of discounts that the BLM may qualify for and must reflect the approval accurately. Such letters are to be handed to the tenderer against signature or sent by registered post as soon as possible after it has been approved and before the validity period expires. A copy must also be made available to the Finance division in order that this commitment can be captured in their records. The Corporate/Admin. Department, who is responsible for the management of the administration of contracts, must also be furnished with a copy.
- (c) A formal contract may also be concluded and must display the same principles than those contained in a letter of acceptance.
- (d) New conditions that did not form part of the original tender documentation, may not be included in a letter of acceptance/contract.

#### **2.23.6 PUBLISHING RESULTS**

- (a) As the letter of acceptance/contract concludes the process of competing for the business, it is important that the final results also be publicized.
- (b) Bid results must at least be displayed in the offices of the BLM on for example bid notice boards.

### 2.23.7 REPORTING

(a) The Accounting Officer should report, in the prescribed formats and frequencies prescribed by the relevant Treasury, management information to the executive authorities and the National and relevant treasuries.

## 2.24 POWERS OF ACQUISITIONING STRUCTURES/ INDIVIDUALS

### 2.24.1 POWERS OF THE COUNCIL

The Council has the power to:

- Priorities expenditure
- Receive for the purpose of maintaining oversight over the implementation of the municipality's supply chain management policy, a report within 30 days of the end of each financial year, from the MM regarding the implementation of the supply chain management policy and spending patterns on the budget. □ Monitor the activities of the BLM.

The Council and the Accounting Officer may not delegate any supply chain management power or duties to:

- A person who is not an official of the municipality; or
- To a committee which is not exclusively composed of officials of the Blouberg municipality.
- To a single person or single member of any bid committee. The power to make final awards in a competitive bidding process has been delegated to the committee and therefore the committee system must be used.

### 2.24.2 POWERS OF THE BID ADJUDICATION COMMITTEE

The Bid Adjudication Committee has the power to:

(a) amend or cancel concluded agreements if delivered goods and services do not conform to specifications

(b) approve bids over the amount of R 200 000.

©To invalidate bids on the grounds mentioned in section 112(1)(n) MFMA

(d) The Bid Adjudication Committee must within 5 days of the end of each month submit to the Municipal Manager through the Chief Financial Officer, a written report containing particulars of each final award made by this committee during that month, including –

- (i) the amount of the award;
- (ii) the name of the person/business to whom the award was made
- (iii) the reason why the award was made to that person/business.

## 3. LOGISTICS MANAGEMENT

(a) Accounting officer must establish and implement an effective system of logistics management, which include;

- (i) the day to day management of stores and warhorse.

- (ii) determining the range and nature of items that will be carried in the store facility
- (iii) Setting inventory level
- (iv) Timely placement of orders when stock levels are low
- (v) Receiving and distribution of goods; and
- (vi) Expediting orders'
- (vii) Transport Management
- (viii) Vendor Performance
- (ix) Maintenance and contract administration

#### **4. DISPOSAL MANAGEMENT**

- (a) This policy provide for an effective system of disposal management for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act.
- (b) Assets may be disposed in this way:
  - (i) Transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
  - (ii) Transferring the asset to another organ of state at market related value or, when appropriate free of charge;
  - (iii) Selling the asset; or
  - (iv) Destroying the asset;
- (c) The SCM policy stipulate that-
  - (i) Immovable property may be sold only at market related prices except when the public interest or the plight of the poor demands otherwise; (ii) Movable assets may be sold either by way of written price quotations, a competitive bidding process, auction or at market related price, whichever is the most advantageous to the municipality;
  - (iii) In the case of the free disposal of computer equipment, the provincial department of education must first be approached to indicate within 30 days whether any of the local schools are interested in the equipment; and
  - (iv) In the case of the disposal of firearms, the National Conventional Arms Control Committee has approved any sale or donation of firearms to any person or institution within or outside the Republic.
- (d) The policy provide that –
  - (i) Immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise; and
  - (ii) All fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed; and
  - (iii) That where assets are traded in for other assets, the highest possible trade-in price is negotiated.

#### **5. RISK MANAGEMENT**

##### **5.1 GENERAL**

(a) It is imperative to take cognisance of potential risks during the supply chain management and specifically the acquisitioning process. Due consideration should ideally be given to the following:

- (i) Identification of acquisitioning risks on a case-by-case basis;
- (ii) Allocation of risks to the party best equipped to manage such; (iii) The Municipality bearing the cost of risks where the cost of transferring them is greater than that of retaining them;
- (iv) The exercising of risk management in a proactive manner and providing adequately for the cover of residual risks;
- (v) Contract documentation clearly and unambiguously assigning relative risks to the contracting parties.
- (vi) Development and implementation of appropriate processes. (vii) Development and implementation of procedures and mechanisms to minimise risk such as screening processes and security clearances. (viii) Development and implementation of adequate administrative procedures relating to the advertising, invitation, opening, registering and recording of bids.
- (ix) Disqualification of bidders who are inherent risks such as those who were found guilty of fraud or who failed to comply with previous government contracts.
- (x) Elimination of prospective contractors who have conflict of interests in specific tenders by implementing a system in terms whereof bidders are obliged to disclose any form of conflict they possibly may have.
- (xi) Risk management should therefore form part of the business plan for the acquisitioning of all goods and services.

## 5.2 INSURANCE

(a) Any of the following, or a combination thereof, should be applied to protect the interests of the municipality in the procurement process:

- (i) That insurance is taken out in deserving cases.
- (ii) That risk management programmes are established.
- (iii) That liquidated damage clauses be included in contracts where applicable.
- (b) Suitable arrangements should also be made to ensure that insurance related excesses do not cause the failure of emerging small and micro enterprises.

## 5.3 GUARANTEES

- (a) Performance guarantees should be commensurate with the degree of contractual risk to which BLM are exposed.
- (b) In cases of large and complex contracts, it is advisable to call for bid guarantees to circumvent the submission of irresponsible bids.
- (c) Performance guarantees should spread the cost of the risk of failure between the contracting parties and should be set at such a level that all BLM costs relating to such failure are likely to be recovered.
- (d) It would be prudent to make adequate provision in all engineering and construction works contracts to ensure that monies are available to rectify defects.

(e) Performance bonds in engineering and construction works contracts should be waived in low value, low risk contracts or where a third party carries the risk of failure in an acceptable manner.

#### 5.4 CONTRACT MANAGEMENT

(a) The basic requirements as stipulated in the MFMA (section 116) should be adhered to namely: writing, dispute resolution mechanisms, termination, periodic review of contracts and the duties of the Accounting Officer such as enforcement of contracts, monthly monitoring, regular reporting to council, amendment of contracts etc.

#### 5.5 SURETIES

(a) Though the BLM is sensitive to the plight of Emerging Contractors, all projects considered being of high risk due to the nature and scope of work should be subject to high sureties.

(b) In terms of the risk management approach, all constraints are subjected to risk analysis from which alternative strategies are developed to avoid, reduce or control the associated risk for the Contractor as well as the BLM.

(c) It is suggested that the following sureties shall be applicable:

Micro projects(0 - R200 000) Nil

Small projects (R200 000 – R500 000) 2.5%

40

Medium Projects (R500 000 – R1 000 000) 5%

Large projects (R1 000 000 >) 10%

(d) When classified as a contract that does not require a surety, then such status will apply even if the bid exceeds the maximum amount to prevent bidders preparing a bid under the perception that no surety will be required, but only discover later the surety requirements changed.

(e) In the case of small and medium projects, the sureties have been reduced and a cash surety may be deducted in equal percentages from the progress payments for the duration of the contract. In the case of large projects not exceeding R2,0 million a cash deduction from the first three progress payments covering the full surety percentage will be allowed. In case of large projects over R2,0 million only bank bonds will be allowed.

#### 5.6 RETENTION

(a) The BLM shall retain the following percentages of the project cost from the Contractor during the construction as a guard against defects that might be noticed after practical completion- Micro 5%

Small 5%

Medium 10% Large

10%

The retention will be released as follows:



**Micro** - 2.5% released at completion of the Project and the balance after 3 months

**Small** - 2.5% released at completion of the Project and balance after 6 months

**Medium** - 5% released at completion of the Project and the balance after 12 months

**Large** - 5% released at completion of the Project and the balance after 12 months

## 5.7 TECHNICAL AND OTHER PROFESSIONAL CONSULTANTS

(a) BLM has accepted as a fact the appointment of consultants where the in-house skills are in short supply. In order to do work on contract, it is necessary that the planning, contract documentation and site supervision be done in an absolute professional manner, maintaining a very high standard and completed in a minimum time and within budget.

(b) The consultants are to be appointed by applying these guidelines on a rotating roster system and will be grouped together in the different disciplines.

## 5.8 PROFESSIONAL REGISTRATION AND INDEMNITY INSURANCE

(a) In order to maintain such a high standard of work and keeping in mind the possible risk Council is exposed to, as well as the relevant legislation regarding the professions; it is of utmost importance that only firms registered with their relevant professional bodies be allowed to be appointed by BLM. Furthermore, all such firms must have a valid and current Professional Indemnity insurance policy in place. The purpose of such a policy is to provide protection for any loss, damage, death liability or take-over of a third party or a loss sustained by the BLM, related to an oversight, omission or negligence pertaining to the non-adherence of professional duties for which the consultant is responsible.

(b) In keeping with the principles of the RDP as well as procurement and delivery reform, it is essential that a certain margin of preference should be applied, targeting historically disadvantaged consultants.

## 5.9 UNSATISFACTORY PERFORMANCE

### 5.9.1 GENERAL

(a) Where unsatisfactory performance of a contractor occurs, it should be brought to his/her attention in writing, preferably by registered mail. If it is not corrected in an acceptable time (which is agreed upon by the BLM and the contractor), the contractor could be informed that the BLM would withdraw from its contractual obligations if a suitable response were not forthcoming. If this persists, legal counsel should be consulted to unilaterally withdraw from the contract in a manner recommended by such counsel. All other costs (over and above the contract price), should also be recovered from the contractor who did not perform should it be necessary to procure emergency goods/services at a higher price. The agreement entered into should form the basis of such action.

### 5.9.2. PENALTIES

(a) All contracts awarded to contractors will be subject to a fair penalty clause. The penalty clause is necessary to encourage contractors to complete their assignments within the contract time. However, due care should be taken so that

penalties imposed should not harm emerging contractors to such an extent that the empowerment of HDIs cannot be realised. (a) The following penalties should be applicable

Micro projects 0.02 % of contract amount per day

Small projects 0.04 % of contract amount per day

Medium projects 0.06 % of contract amount per day

Large projects 0.08 % of contract amount per day

(c) A penalty clause does not and cannot ensure that a contract will be completed on time and therefore the enforcement of penalties will become a reality.

Penalties should at least cover any loss incurred by the BLM.

### 5.10 CONTRACT AMENDMENTS

(a) To enhance the flexibility of the procurement process, it is proposed that the BLM be allowed to extend the quantities of an approved quotation or tender by not more than 20 percent provided that the budget accommodates the additional 20 percent and the requirement is approved. This may be approved by the BLM at the delegated level, provided that the provider agrees to such extension and the additional goods are supplied at the same (or lower) price originally agreed to.

### 5.11 PAYMENT FACILITATION

(a) For the sustainability of contractors generally, early payments should be made as soon as all certifications and verifications have been completed. Late payments are detrimental to emerging and small contractors' continuity in business. The BLM undertakes to effect processing invoices as soon as possible but within the time stipulated in the tender document but not exceeding 30 days.

(b) It is therefore the responsibility of the relevant functionary in the BLM to certify/assess invoices as soon as they are presented to determine whether the invoices actually mirrors the services rendered/goods delivered and that services/goods are of the required quality.

### 5.12 CONTRACTS HAVING FUTURE BUDGETARY IMPLICATIONS

(a) The requirements of section 33 of the MFMA must be adhered to in regard to contracts which impose financial implications for three years or more (current financial year excluded).

## 6. PERFORMANCE SYSTEM

(a) Accounting Officer must establish an effective internal monitoring system in order to determine, on the basis of retrospective analysis, whether the authorized  
To a maximum of

5% of

43

supply chain management processes were followed and whether the desired objectives were achieved.

## **7. OTHER MATTERS.**

### **7.1 PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER.**

(a) Municipality may not make any award above R 15 000 to a person whose tax matters have not been declared by the South African Revenue Service to be in order.

(b) Before making an award to a person, a municipality must first check with SARS whether that person's tax matters are in order.

(c) If SARS does not respond within seven days such person's tax matters may for purpose of sub regulation (a) be presumed to be in order.

### **7.2 PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE.**

(a) Irrespective of procurement processes followed the Municipality may not make award to a person –

(i) Who is the service of state;

(ii) If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

(iii) Who is an advisor or consultant contracted with the municipality.

### **7.3 AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN THE SERVICE OF THE STATE.**

(a) The notes to annual financial statements of a municipality must disclose particulars of any award of more than R2 000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –

(i) The name of the person;

(ii) The capacity in which that person is in the service of the state; and (iii) The amount of the award.

### **7.4 COMBATING CORRUPTION AND ETHICS**

(a) In supply chain management and more specifically procurement/acquisition management, all parties are required to comply with the highest ethical standards to promote:

(i) mutual trust and respect; and

(ii) an environment where business can be conducted in a fair, transparent and reasonable manner and with integrity.

(b) The Municipal Manager (Accounting Officer) must take all reasonable steps to ensure that proper mechanisms and separation of duties in the system are in place

to minimise the likelihood of fraud, corruption, favouritism and unfair and irregular practices.

(c) All members of the bid/evaluation committees as well as the secretaries to these committees must declare interest with each activity performed.

(d) An official / employee who is involved in the decision-making process must, if a conflict of interest is prevalent:

(i) Declare the interest;

(ii) Excuse himself/herself from such decision-making processes (iii)

Refrain from discussion in any matter related to such process.

(iv) Refrain from exerting any form of pressure on decision makers. (v)

Prior to the award of any contract, the BLM must ensure that neither the recommended bidder nor any of the directors are listed as companies/directors/persons restricted to do business with the Public Sector.

(e) The BLM must:

(i) Reject a proposal for award if it is determined that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

(ii) Reject a proposal for award if it is determined that the bidder or contracting party were convicted of fraud or corruption during the past five years

(iii) Reject a proposal if it is determined that the contracting party willfully neglected, reneged on or failed to comply with a government contract during the past five years

(iv) Ignore any bid from a bidder whose name appears on the national list of restricted bidders/providers/persons; and

(v) Cancel the contract allocated to a bidder for goods, services or works if it is at any time determined that corrupt or fraudulent practices were engaged in by representatives of the department and/or the provider during the acquisition or the execution of that contract.

(vi) Address any interference in the process. (sect. 118 of the MFMA)

(f) To address public complaints, different pieces of legislation were passed in recent years relating to transparency and anti-corruption measures and may the public complain in the first instance at the Municipal Manager. If not satisfied, the person may refer the complaint to the Public Protector or the Courts.

(g) Legislation that are aimed at addressing complaints and therefore preventing corruption are:

- Public Protector Act of 1998
- Corruption Act of 1994
- Protected Disclosure Act of 2000
- Promotion of Administrative Justice Act of 2000
- Promotion of Access to Information Act of 2000.

## **7.5 INDUCEMENTS, REWARDS, GIFTS AND FAVOURS TO MUNICIPALITY, OFFICIALS AND OTHER ROLE PLAYERS.**

(a) No person who is a provider or prospective provider of goods and services to a municipality, or recipient or prospective recipient of goods disposed or to be disposed by a municipality, may either directly or through a representative or intermediary promise, offer or grant –

(i) Any inducement or reward to the municipality for or in connection with the award of a contract; or

(ii) Any reward, gift, favour or hospitality to any official of the municipality or any role player involved in the implementation of the supply chain management policy of the municipality.

(b) The accounting officer must promptly report any alleged contravention of sub regulation (a) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the national Treasury's database of persons prohibited from doing business with the public sector.

(c) Sub regulation (a) does not apply to gifts less than R350 in value.

#### **7.6 SPONSORSHIPS**

(a) The accounting officer of a municipality must promptly disclose to the National Treasury and relevant provincial treasury any sponsorship promised, offered or granted to the municipality, whether directly or through a representative or intermediary, by any person who is-

(i) A provider or prospective provider of goods or services to the municipality; or

(ii) A recipient or prospective recipient of goods disposed or to be disposed, of by the municipality.

#### **7.7 OBJECTIONS AND COMPLAINTS.**

(a) Persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within 14 days of

the decision or action a written objection or complaint to the municipality against the decision or action.

#### **7.8 DISPUTE RESOLUTION GUIDELINES**

(a) The accounting officer may appoint an independent and impartial person not directly involved in the supply chain management process of municipality to assist in the resolution of the dispute between municipality and other persons regarding:

(i) Any decision or actions taken by the municipality in implementation of its supply chain management system; or

(ii) Any matter arising from a contract awarded in the course of its supply chain management system; or

(iii) To deal with objections, complaints or queries regarding any such decisions or actions or any other matters from such contract.

- (b) The accounting officer, or any other official designated by the accounting officer, is responsible to assist the appointed person to perform his/her functions effectively.
- (c) A person must:
- (i) Strive to resolve promptly all disputes, objections, complaints or queries received; and
  - (ii) Submit monthly report to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (d) A dispute, objection, complaint or query may be referred to the provincial treasury if-
- (i) The dispute, objection, complaint or query is not resolved within 60 days; or
  - (ii) No response is received from municipality within 60 days.
- (e) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (f) This resolution guidelines do not affect a person's rights to approach a court at any time.

#### **7.9 CONTRACTS PROVIDING FOR COMPENSATION BASED ON TURNOVER**

- (a) If a service provider acts on behalf of a municipality to provide any service or act as a collector of fees, service charges or taxes and compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the BLM.

#### **8. NON COMPLIANCE**

- (a) Non compliance to relevant legislation and this policy statement in regard to supply chain management might result in unauthorized, irregular and fruitless expenses and functionaries may incur personal liability if they are negligent in exercising their duties in terms hereof.

#### **SUMMARY OF AUTHORITY OF PROCUREMENT POWERS OF FUNCTIONARIES Functionary Purchasing power Process**

- Managers to be given powers to approve purchases up to a maximum of R10 000.00. this is subject to the condition that the Manager: Supply Chain should co-sign all the memorandum.
- All payment certificates for capital projects should be signed by the Municipal Manager & Payments above R30 000
- The appointment of the Specification and Evaluation Committees be delegated to the Chief Financial Officer with the Municipal Manager retaining the power to appoint the Adjudication Committee;
- Satellite Managers should have the power to authorize petty cash vouchers

Bid Adjudication Committee/Municipal Manager Over R200 000. Public tenders

Municipal Manager Over R 30 000 up to +R200 000

Purchases over R30 000 up to R200 000: At least 3 written quotations and

Chief Financial Officer Up to R30 000 Purchases up to R 2000: At least one written quotation.

Purchases over R 2000: At least 3 written quotations.

Petty Cash Up to R250 per transaction through the authority of the Departmental Head

### Preference Point Systems or Point Scoring System

#### ANNEXURE SCM1

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

The 80/20 Preference point system is applicable to bids (including price quotations) with a Rand value from R30000.00 to R50 million (all applicable taxes included)

	<b>Points</b>
Points Scored for Price	80
Points Scored for B-BBEE status level of contributor	20
<b>Total</b>	<b>100</b>

B-BBEE Status Level of Contributor	Number of Points(80/20 System)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

#### ANNEXURE SCM2

The 90/10 Preference point system is applicable to bids (including price quotations) with a Rand value above R50 million (all applicable taxes included)

	<b>Points</b>
Points Scored for Price	90
Points Scored for B-BBEE status level of contributor	10
<b>Total</b>	<b>100</b>

B-BBEE Status Level of Contributor	Number of Points(90/10 System)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

Determine the manner in which, and the conditions under which the offers must be made

Conclude agreements

Inspect and test the supplies and services offered, or to have them inspected and tested.

Respond to queries raised by the external and internal auditors,



#### **2.24.4 POWERS OF THE MANAGERS OF DEPARTMENTS**

The Manager of a department has the power to:

To approve bids up to the amount of R 20 000.

Manage the budget that has been allocated to the department,

Submit all expenditure requirements as per the budget for the department to the acquisitioning section for approval for initiation,

Assist the acquisitioning section by rendering advice and skills in the bid process.

#### **2.24.5 POWERS OF CHIEF FINANCIAL OFFICER**

CFO has the power to approve bids up to R 30 000

Manage the budget of the municipality and approve every procurement transaction of the municipality.

Invalidate any unauthorized procurement

END OF THE POLICY



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**CONTENTS • INHOUD**

No.

Page  
No.      Gazette  
            No.**GOVERNMENT NOTICE****Labour, Department of**

Government Notice

R. 347 Basic Conditions of Employment Act, 1997: Ministerial Determination 4: Expanded Public Works Programmes..... 3 35310

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**GOVERNMENT NOTICE****DEPARTMENT OF LABOUR**

No. R. 347

4 May 2012

**BASIC CONDITIONS OF EMPLOYMENT ACT, 1997****MINISTERIAL DETERMINATION 4: EXPANDED PUBLIC WORKS PROGRAMMES**

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

All the provisions of the Ministerial Determination: Expanded Public Works Programmes published under Government Notice R949 in Government Gazette 33665 of 22 October 2010 will be superseded by this ministerial determination with effect from the date of implementation.



**NM OLIPHANT, MP**  
**Minister of Labour**

10/04/2012

**SCHEDULE****MINISTERIAL DETERMINATION NO: 3 : EXPANDED PUBLIC WORKS PROGRAMMES****Index**

- 
1. Definitions
  2. Application of this determination
  3. Sections not applicable to public works programmes
  4. Conditions
-

## 1. Definitions

### 1.1 In this determination -

"expanded public works programme" means a programme to provide public or community assets or services through a labour intensive programme initiated by government and funded from public resources .

### 1.2 Without limiting subsection (1), the following programmes constitute Expanded Public Works Programmes.:

- (a) Environment and Culture Sector Programmes including: Working for Water, Working on Fire, Working for wetlands, People and Parks, Working for Energy, Working for Woodlands, Working for the Coast, Landcare, Working on Waste/ Working for Tourism, Investing in Culture Programmes
- (b) Infrastructure Sector Programmes and Projects declared part of EPWP which may include the construction, rehabilitation and maintenance of: rural and low-volume roads, storm-water drains, water reticulation, basic sanitation, footpaths, sidewalks, bicycle paths, schools and clinics.
- (c) Social Sector Programmes including Early Childhood Development, Home, Community Based Care, Community Safety and other community based programmes
- (d) All projects and programmes accessing the EPWP wage incentive including those implemented by Non Governmental organisations (NGO) and Community Based Organisations (CBO) and the Community Works Programme.
- (e) Any other programme deemed to be part of the EPWP as determined by the Department of Public Works

## 2. Application

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

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

### 3.1 Section 10(2) [Overtime rate]

- 3.2 Section 14(3) (Remuneration required for meal intervals of longer than 75 minutes]
- 3.3 Section 29(h) to (p) [Written particulars of employment]
- 3.4 Section 30 [Display of employee's rights]
- 3.5 Section 41 [Severance pay]
- 3.6 Section 37 [Notice of termination]
- 3.7 Sections 51 - 58 [Sectoral Determinations]

#### 4. **Conditions**

As set out in the ANNEXURE:

## ANNEXURE

## CONDITIONS OF EMPLOYMENT FOR EXPANDED PUBLIC WORKS PROGRAMMES

## 1. Introduction

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

1.2 In this document -

- (a) "department" means any department of the State, implementing agent or contractor;
- (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a EPWP;
- (c) "worker" means any person working in an elementary occupation on a EPWP;
- (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
- (e) "management" means any person employed by a department or implementing agency to administer or execute an EPWP;
- (f) "task" means a fixed quantity of work;
- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

## 2. Terms of Work

2.1 Workers on an EPWP are employed on a temporary basis or contract basis.

### 3. Normal Hours of Work

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

### 4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### s. Special Conditions for Security Guards

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



6. Daily Rest Period

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

7. Weekly Rest Period

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

8. Sick Leave

8.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

8.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

8.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

BA Accumulated sick-leave may not be transferred from one contract to another contract

8.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

8.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

8.7 An employer must pay a worker sick pay on the worker's usual payday.

aS Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is-

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

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

8.9 A medical certificate must be issued and signed by a medical practitioner; a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

B.to A worker is not entitled to paid sick leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## 9. Maternity Leave

9.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.5 A worker may begin maternity leave -

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

(b) on an earlier date -

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

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

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

9.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

10. Family responsibility leave

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

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of -
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

11. Statement of Conditions

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

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

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

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

12. Keeping Records

12.1 Every employer must keep a written record of at least the following -

- (a) the worker's name and position;

- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker, the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker.

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

### 13. Payment

- 13.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account
- 13.2 A worker may not be paid less than the minimum EPWP wage rate of R63.18 per day or per task. This will be adjusted annually on the 1<sup>st</sup> of November in line with inflation (available CPI as provided by StatsSA six (6) weeks before implementation).
- 13.3 A task-rated worker will only be paid for tasks that have been completed.
- 13A An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.
- 13.5 A time-rated worker will be paid at the end of each month.
- 13.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 13.7 Payment in cash or by cheque must take place -
  - (a) at the workplace or at a place agreed to by the worker;
  - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
  - (c) in a sealed envelope which becomes the property of the worker.
- 13.8 An employer must give a worker the following information in writing -

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

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

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

#### 14. Deductions

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

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

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

14.4 An employer may not require or allow a worker to -

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

#### 15. Health and Safety

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

15.2 A worker must -

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

## 16. **Compensation for Injuries and Diseases**

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

## 17. **Termination**

- 17.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 17.2 A worker will not receive severance pay on termination.
- 17.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

- 17A A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.
- 17.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

### Certificate of Service

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





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BID NO: **BM02/21/22**

Part C3: Scope of Work  
Index

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## **BLOUBERG MUNICIPALITY**

**BID NO: BM02/21/22**

### **CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**

#### **C4: SITE INFORMATION**

**C4.1 LOCALITY PLAN**

**C4.2 CONSTRUCTION NOTICE BOARD**

**C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS**

**C4.4 EXISTING SERVICES**

**C4.1 LOCALITY PLAN**

Refer to volume 2 for Tender Drawings

**C4.2 CONSTRUCTION NOTICE BOARD**

Refer to volume 2 for Tender Drawings

### **C4.3 NATURE OF GROUND CONDITIONS AND SUBSOIL CONDITIONS**

The current ground condition is between the classification of G8 and G9 while the underground is identified through the water perched areas within the sites.

### **C4.4 EXISTING SERVICES**

The project areas contain various underground services as listed below:

- Water reticulations
- Sewer Reticulation including Septic Tank
- Water Tanks
- Electrical high mast and boundary lights including underground reticulations
- Existing fence
- Existing sports facility i.e. soccer ground, netball and grand-stands and change room including guard house (currently the facility is being upgraded there possible feature complete or in construction that must be identified)

The successful bidder will be expected to identify and protect all existing services.

**VOLUME 2**



**BLOUBERG  
LOCAL MUNICIPALITY**

**CONTRACT No. BM 02/21/22**

**FOR**

**THE CONSTRUCTION OF SENWABARWANA  
SPORTS COMPLEX PHASE 6**

**VOLUME 2**

**ISSUED FOR TENDER**

**APRIL 2021**

**ISSUED BY:**

BLOUBERG LOCAL MUNICIPALITY  
2ND BUILDING MOGWADI  
SENWABARWANA ROAD  
SENWABARWANA  
0790  
TEL : (015) 505 7100  
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**PREPARED BY:**



**SIZEYA**  
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## SECTION A. GENERAL DRAWINGS

1. DRAWING LIST..... S35.2-G-DL-000
2. LOCALITY PLAN ..... S35.2-G-LP-001
3. GENERAL LAYOUT PLAN..... S35.2-G-GL-001

					DESIGNED BY: R.R RAVELE	 <p>Blouberg Local Municipality 2nd Building Mogwadi Senwabarwana Road Senwabarwana 0790 Tel : (015) 505 7100 Email : info@blouberg.gov.za</p>	 <p><b>SIZEYA</b> CONSULTING ENGINEERS civil engineers   quantity surveyors structural engineers   project managers</p> <p>No. 6 Hans Van Rensburg Street Office No. 14 Private Bag X9676, Postnet Suite 141 Polokwane, 0700 Tel : (015) 291 1020 Email : info@sizeya.co.za</p>	CONSULTING ENGINEER	DATE	CONTRACT No.: BM 02/21/22	ISSUED FOR TENDER (Full signature)	SHEET 1 OF 1	
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1	04/2021	ISSUED FOR TENDER			CHECKED BY: H.L. THARAGA							DRAWING TITLE: SECTION A - GENERAL DRAWINGS	For: Consulting Engineer
0	06/2020	ISSUED FOR APPROVAL						EMPLOYER'S PROJECT MANAGER	DATE				
No	DATE	REVISION	CONSULT	DIR	CHECKED BY:				DATE	DRAWING TITLE:			

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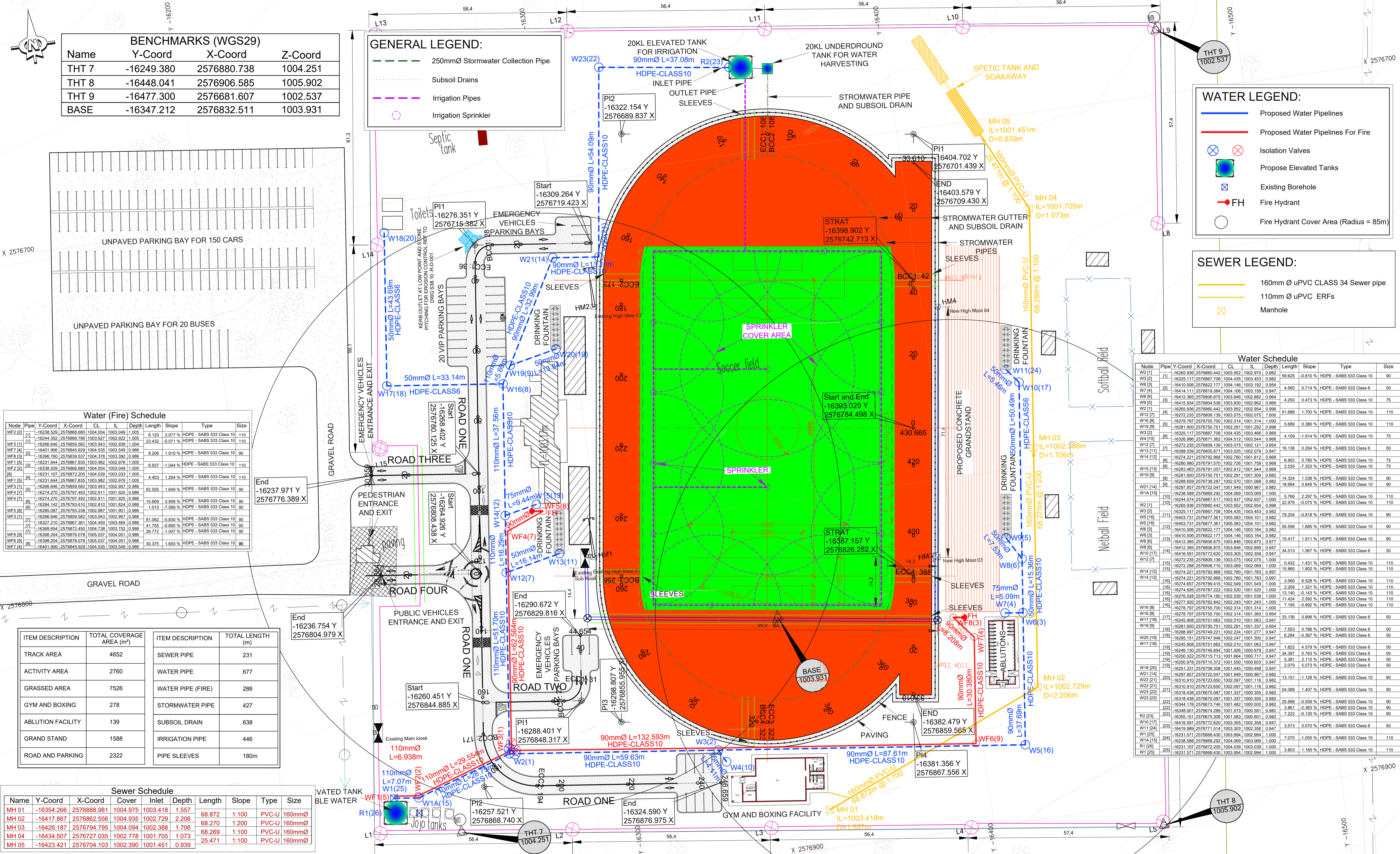
## SECTION B. GRAND STAND

4. 3256 SEATER GRAND STAND LAYOUT PLAN.....S35.2-B-LP-001
5. GRAND STAND SECTIONS .....S35.2-B-EL-003
6. GRAND STAND ELEVATIONS .....S35.2-B-EL-001
7. GRAND STAND & BACK ELEVATIONS (CONCEPT).....S35.2-B-EL-002
8. GRAND STAND PLAN VIEW (CONCEPT).....S35.2-B-EL-004

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### BENCHMARKS (WGS29)

Name	Y-Coord	X-Coord	Z-Coord
THT 7	-16249.380	2576880.738	1004.251
THT 8	-16448.041	2576906.585	1005.902
THT 9	-16477.300	2576681.607	1002.537
BASE	-16347.212	2576832.511	1003.931

### GENERAL LEGEND:

- 250mmØ Stormwater Collection Pipe
- Subsoil Drains
- Irrigation Pipes
- Irrigation Sprinkler

### WATER LEGEND:

- Proposed Water Pipelines
- Proposed Water Pipelines For Fire
- ⊗ Isolation Valves
- ⊙ Propose Elevated Tanks
- ⊠ Existing Borehole
- Fire Hydrant
- Fire Hydrant Cover Area (Radius = 85m)

### SEWER LEGEND:

- 160mm Ø uPVC CLASS 34 Sewer pipe
- 110mm Ø uPVC ERFs
- ⊗ Manhole

### Water (Fire) Schedule

Node	Pipe	Y-Coord	X-Coord	CL	IL	Depth	Length	Slope	Type	Size
WF2 (2)	11	-16238.529	2576866.680	1004.054	1003.040	1.005	6.120	2.077 %	HDPE - SABS 533 Class 10	110
WF2 (3)	11	-16244.352	2576866.796	1003.927	1002.922	1.005	23.432	-0.071 %	HDPE - SABS 533 Class 10	110
WF3 (1)	11	-16266.646	2576859.582	1003.943	1002.939	1.004	8.206	1.910 %	HDPE - SABS 533 Class 10	90
WF7 (8)	11	-16401.906	2576845.929	1004.535	1003.549	0.986	6.937	-1.044 %	HDPE - SABS 533 Class 10	110
WF8 (3)	11	-16396.780	2576839.537	1004.378	1003.392	0.986	6.937	-1.044 %	HDPE - SABS 533 Class 10	110
WF1 (5)	11	-16231.644	2576867.835	1003.982	1002.976	1.005	6.937	-1.044 %	HDPE - SABS 533 Class 10	110
WF2 (2)	11	-16238.529	2576866.680	1004.054	1003.040	1.005	6.120	2.077 %	HDPE - SABS 533 Class 10	110
WF4 (7)	11	-16274.270	2576797.492	1002.911	1001.925	0.986	10.609	0.956 %	HDPE - SABS 533 Class 10	90
WF4 (7)	11	-16294.142	2576783.810	1002.910	1001.824	0.986	1.015	-7.589 %	HDPE - SABS 533 Class 10	90
WF5 (8)	11	-16285.087	2576793.238	1002.887	1001.901	0.986	61.062	-0.830 %	HDPE - SABS 533 Class 10	90
WF3 (1)	11	-16266.646	2576859.582	1003.943	1002.937	0.986	41.755	-0.690 %	HDPE - SABS 533 Class 10	90
WF6 (9)	11	-16398.204	2576876.078	1005.037	1004.051	0.986	29.772	-1.007 %	HDPE - SABS 533 Class 10	90
WF6 (9)	11	-16398.204	2576876.078	1005.037	1004.051	0.986	30.375	1.655 %	HDPE - SABS 533 Class 10	90
WF7 (4)	11	-16401.906	2576845.929	1004.535	1003.549	0.986				

ITEM DESCRIPTION	TOTAL COVERAGE AREA (m²)	ITEM DESCRIPTION	TOTAL LENGTH (m)
TRACK AREA	4652	SEWER PIPE	231
ACTIVITY AREA	2760	WATER PIPE	677
GRASSED AREA	7526	WATER PIPE (FIRE)	286
GYM AND BOXING	278	STORMWATER PIPE	427
ABLUTION FACILITY	139	SUBSOIL DRAIN	638
GRAND STAND	1588	IRRIGATION PIPE	446
ROAD AND PARKING	2322	PIPE SLEEVES	180m

### Sewer Schedule

Name	Y-Coord	X-Coord	Cover	Inlet	Depth	Length	Slope	Type	Size
MH 01	-16354.266	2576888.981	1004.975	1003.418	1.557	68.872	1:100	PVC-U	160mmØ
MH 02	-16417.867	2576862.556	1004.935	1002.729	2.206	68.270	1:200	PVC-U	160mmØ
MH 03	-16426.187	2576794.795	1004.094	1002.388	1.706	68.269	1:100	PVC-U	160mmØ
MH 04	-16434.507	2576727.035	1002.778	1001.705	1.073	25.471	1:100	PVC-U	160mmØ
MH 05	-16423.421	2576704.103	1002.390	1001.451	0.939				

### Water Schedule

Node	Pipe	Y-Coord	X-Coord	CL	IL	Depth	Length	Slope	Type	Size
W2 (1)	11	-16265.936	2576860.442	1003.952	1002.970	0.982	59.625	-0.810 %	HDPE - SABS 533 Class 10	90
W2 (2)	11	-16410.506	2576822.177	1004.146	1003.192	0.954	4.560	0.714 %	HDPE - SABS 533 Class 6	50
W7 (4)	11	-16414.111	2576819.384	1004.106	1003.159	0.947	4.250	0.473 %	HDPE - SABS 533 Class 10	75
W8 (9)	11	-16412.385	2576806.875	1003.846	1002.882	0.964	51.688	1.700 %	HDPE - SABS 533 Class 10	110
W2 (1)	11	-16265.936	2576860.442	1003.952	1002.964	0.998	5.689	0.380 %	HDPE - SABS 533 Class 10	110
W12 (7)	11	-16272.236	2576809.139	1003.075	1002.075	1.000	4.109	-1.914 %	HDPE - SABS 533 Class 10	75
W16 (8)	11	-16278.797	2576755.700	1002.314	1001.314	1.000	6.902	0.780 %	HDPE - SABS 533 Class 10	75
W19 (9)	11	-16281.600	2576750.751	1002.291	1001.292	0.986	14.324	1.538 %	HDPE - SABS 533 Class 10	90
W3 (2)	11	-16325.117	2576867.708	1004.435	1003.466	0.969	18.664	0.649 %	HDPE - SABS 533 Class 10	90
W4 (10)	11	-16326.996	2576871.362	1004.512	1003.544	0.968	22.979	-0.075 %	HDPE - SABS 533 Class 10	110
W12 (7)	11	-16272.236	2576809.139	1003.075	1002.121	0.954	16.138	0.264 %	HDPE - SABS 533 Class 6	50
W15 (11)	11	-16283.463	2576791.057	1002.912	1001.944	0.968	6.902	0.780 %	HDPE - SABS 533 Class 10	75
W19 (9)	11	-16281.600	2576750.751	1002.291	1001.292	0.986	14.324	1.538 %	HDPE - SABS 533 Class 10	90
W19 (9)	11	-16281.600	2576750.751	1002.291	1001.292	0.986	18.664	0.649 %	HDPE - SABS 533 Class 10	90
W21 (14)	11	-16297.857	2576722.047	1001.949	1000.967	0.982	5.766	2.297 %	HDPE - SABS 533 Class 10	110
W14 (12)	11	-16274.270	2576797.492	1002.911	1001.925	0.986	22.979	-0.075 %	HDPE - SABS 533 Class 10	110
W21 (14)	11	-16297.857	2576722.047	1001.949	1000.967	0.982	5.766	2.297 %	HDPE - SABS 533 Class 10	110
W2 (1)	11	-16265.936	2576860.442	1003.952	1002.970	0.982	13.140	-0.143 %	HDPE - SABS 533 Class 10	110
W3 (2)	11	-16325.117	2576867.708	1004.435	1003.466	0.969	79.204	-0.818 %	HDPE - SABS 533 Class 10	90
W5 (16)	11	-16403.731	2576877.361	1005.083	1004.101	0.982	55.599	1.685 %	HDPE - SABS 533 Class 10	90
W5 (16)	11	-16403.731	2576877.361	1005.083	1004.101	0.982	15.417	1.911 %	HDPE - SABS 533 Class 10	90
W8 (9)	11	-16412.385	2576806.875	1003.846	1002.882	0.964	34.513	1.567 %	HDPE - SABS 533 Class 10	50
W8 (9)	11	-16412.385	2576806.875	1003.846	1002.882	0.964	5.599	1.685 %	HDPE - SABS 533 Class 10	90
W10 (17)	11	-16416.591	2576772.620	1003.395	1002.358	0.947	15.417	1.911 %	HDPE - SABS 533 Class 10	90
W12 (7)	11	-16272.236	2576809.139	1003.075	1002.075	1.000	0.432	1.431 %	HDPE - SABS 533 Class 10	110
W14 (12)	11	-16274.270	2576797.492	1002.911	1001.925	0.986	15.860	1.802 %	HDPE - SABS 533 Class 10	110
W14 (12)	11	-16274.270	2576797.492	1002.911	1001.925	0.986	3.580	6.528 %	HDPE - SABS 533 Class 10	110
W16 (8)	11	-16278.797	2576755.700	1002.314	1001.314	1.000	2.209	1.321 %	HDPE - SABS 533 Class 10	110
W16 (8)	11	-16278.797	2576755.700	1002.314	1001.314	1.000	13.140	-0.143 %	HDPE - SABS 533 Class 10	110
W16 (8)	11	-16278.797	2576755.700	1002.314	1001.314	1.000	11.424	2.592 %	HDPE - SABS 533 Class 10	110
W16 (8)	11	-16278.797	2576755.700	1002.314	1001.314	1.000	7.195	-0.992 %	HDPE - SABS 533 Class 10	110
W16 (8)	11	-16278.797	2576755.700	1002.314	1001.314	1.000	33.136	0.896 %	HDPE - SABS 533 Class 6	50
W17 (18)	11	-16245.908	2576751.662	1002.010	1001.063	0.947	7.553	0.786 %	HDPE - SABS 533 Class 6	50
W19 (9)	11	-16281.600	2576750.751	1002.291	1001.292	0.986	6.284	-0.367 %	HDPE - SABS 533 Class 6	50
W19 (9)	11	-16281.600	2576750.751	1002.291	1001.292	0.986	7.553	0.786 %	HDPE - SABS 533 Class 6	50
W20 (19)	11	-16295.151	2576747.948	1002.247	1001.300	0.947	1.822	4.579 %	HDPE - SABS 533 Class 6	50
W17 (18)	11	-16245.908	2576751.662	1002.010	1001.063	0.947	34.997	0.783 %	HDPE - SABS 533 Class 6	50
W18 (20)	11	-16246.130	2576749.854	1001.926	1000.979	0.947	5.381	2.115 %	HDPE - SABS 533 Class 6	50
W18 (20)	11	-16246.130	2576749.854	1001.926	1000.979	0.947	2.079	5.073 %	HDPE - SABS 533 Class 6	50
W21 (14)	11	-16297.857	2576722.047	1001.949	1000.967	0.982	13.151	-1.129 %	HDPE - SABS 533 Class 10	90
W22 (21)	11	-16310.910	2576723.650	1002.097	1001.116	0.982	54.089	1.407 %	HDPE - SABS 533 Class 10	90
W22 (21)	11	-16310.910	2576723.650	1002.097	1001.116	0.982	25.999	-0.559 %	HDPE - SABS 533 Class 10	90
W23 (22)	11	-16318.438	2576707.087	1001.337	1000.355	0.982	3.861	-2.363 %	HDPE - SABS 533 Class 10	90
W23 (22)	11	-16318.438	2576707.087	1001.337	1000.355	0.982	7.222	-0.130 %	HDPE - SABS 533 Class 10	90
W23 (22)	11	-16318.438	2576707.087	1001.337	1000.355	0.982	3.573	0.070 %	HDPE - SABS 533 Class 6	50
W10 (17)	11	-16416.591	2576772.620	1003.395	1002.358	0.947	3.861	-2.363 %	HDPE - SABS 533 Class 10	90
W11 (24)	11	-16419.989	2576771.514	1003.393	1002.356	0.947	7.070	-1.055 %	HDPE - SABS 533 Class 10	110
W11 (24)	11	-16419.989	2576771.514	1003.393	1002.356	0.947	3.803	1.165 %	HDPE - SABS 533 Class 10	110
W11 (24)	11	-16419.989	2576771.514	1003.393	1002.356	0.947				
W1 (25)	11	-16231.107	2576872.205	1004.039	1003.039	1.000				
W1 (25)	11	-16231.107	2576872.205	1004.039	1003.039	1.000				

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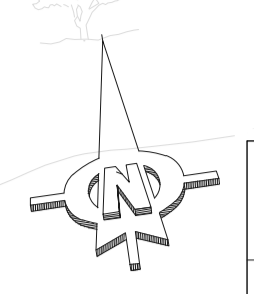
PROJECT NAME: CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6

DRAWING TITLE: GENERAL LAYOUT PLAN (CURRENT CONSTRUCTION)

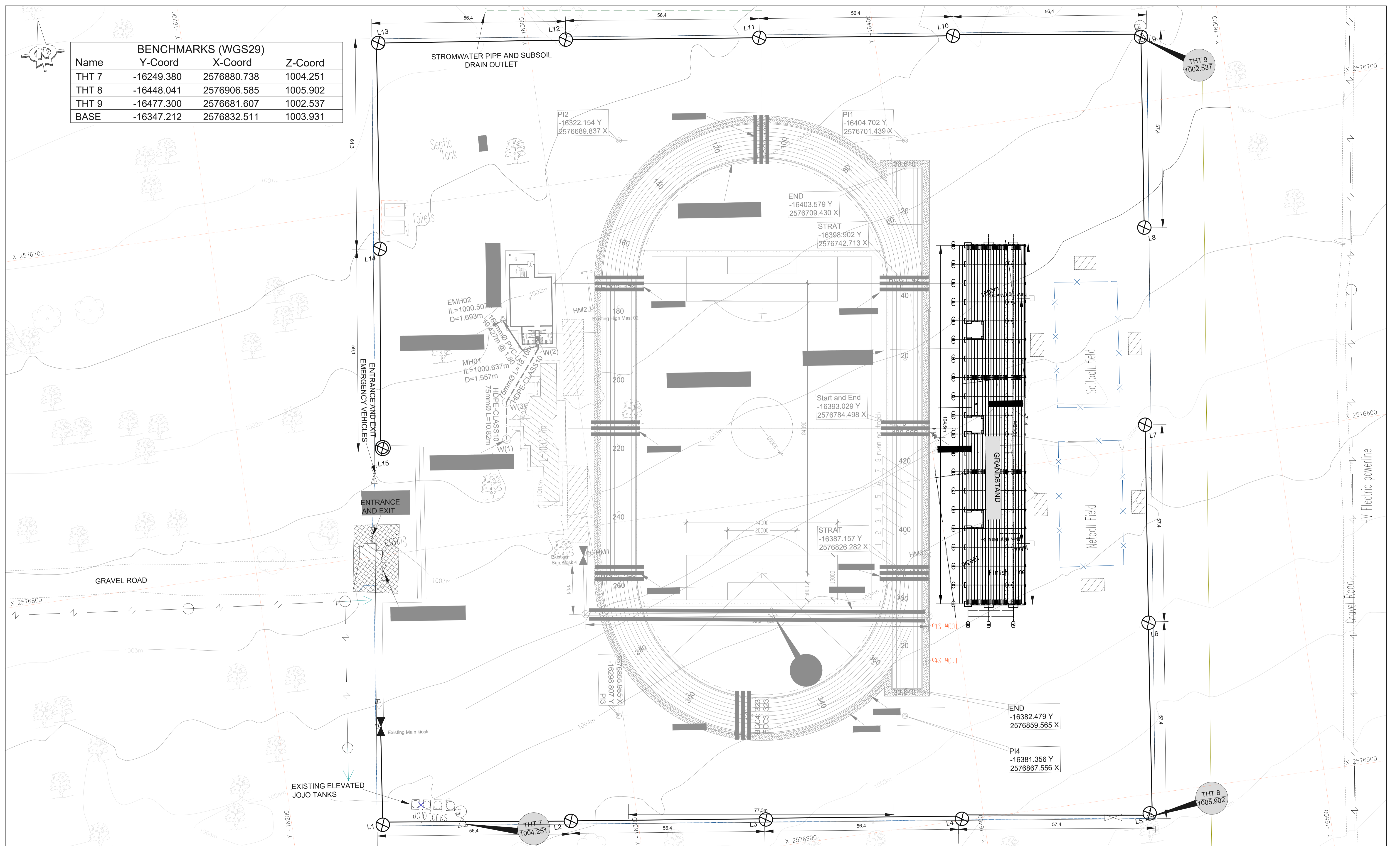
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1	04/2021	ISSUED FOR TENDER			CHECKED BY: H.L. THARAGA							DRAWING TITLE: DRAWING LIST	For: Consulting Engineer
0	06/2020	ISSUED FOR APPROVAL											
No	DATE	REVISION	CONSULT	DIR	CHECKED BY:			EMPLOYER'S PROJECT MANAGER	DATE	DRAWING TITLE:			



BENCHMARKS (WGS29)			
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THT 8	-16448.041	2576906.585	1005.902
THT 9	-16477.300	2576681.607	1002.537
BASE	-16347.212	2576832.511	1003.931



No	DATE	REVISION	CONSULT DIR
1	04/2021	ISSUED FOR TENDER	
0	06/2020	ISSUED FOR APPROVAL	

DESIGNED BY:	R.R RAVELE
DRAWN BY:	P.M MAKOFANE
CHECKED BY:	H.L. THARAGA

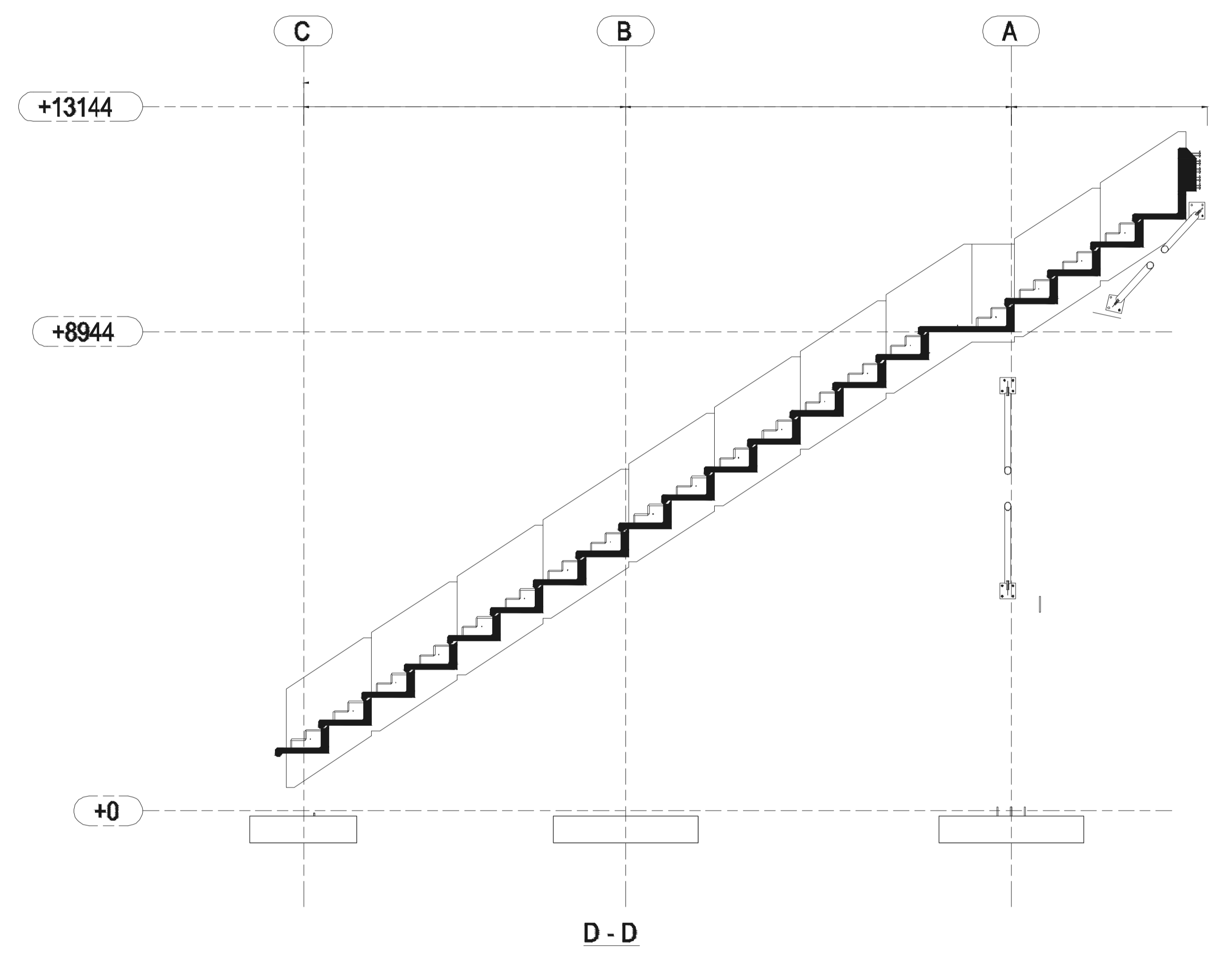
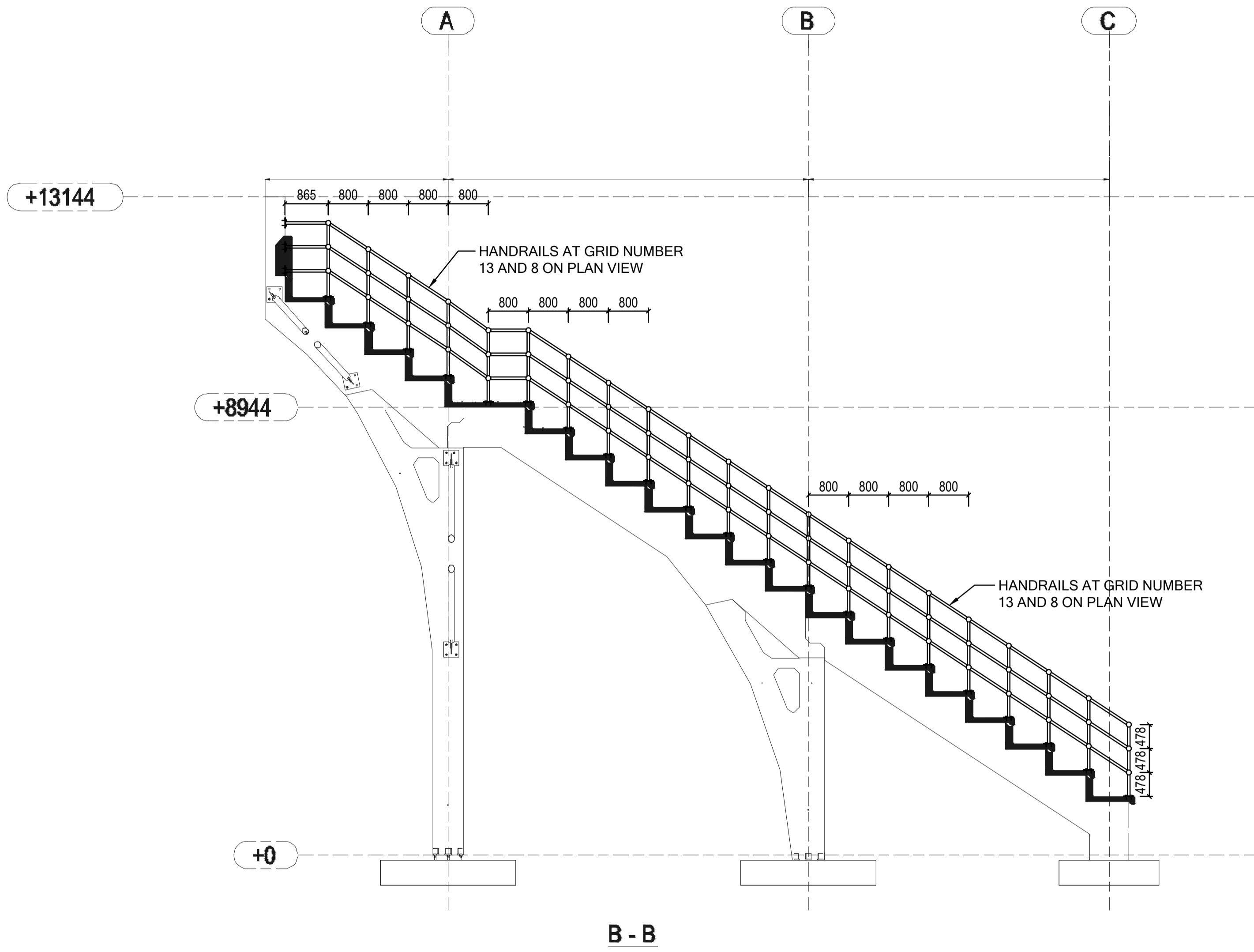
**BLOUBERG MUNICIPALITY**  
 Blouberg Local Municipality  
 2nd Building Mogwadi  
 Senwabarwana Road  
 Senwabarwana  
 0790  
 Tel : (015) 505 7100  
 Email : info@blouberg.gov.za

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 Polokwane, 0700  
 Tel : (015) 291 1020  
 Email : info@sizeya.co.za

CONSULTING ENGINEER	DATE
EMPLOYER'S PROJECT MANAGER	DATE

**CONTRACT No.: BM 02/21/22**  
 PROJECT NAME:  
**CONSTRUCTION SENWABARWANA SPORTS COMPLEX PHASE 6**  
**BLOUBERG LOCAL MUNICIPALITY**  
 DRAWING TITLE:  
**3256 SEATER GRAND STAND LAYOUT PLAN**

ISSUED FOR TENDER (Full signature)	SHEET 1 OF 1
For: Client	SCALE 1 : 500 ON A1
For: Consulting Engineer	CLIENT DRAWING No.
CONSULTANTS DRAWING No. S35.2 -B-LP-001	



No	DATE	REVISION	CONSULT	DIR
1	04/2021	ISSUED FOR TENDER		
0	06/2020	ISSUED FOR APPROVAL		

DESIGNED BY: R.R. RAVELE  
 DRAWN BY: F.I. MARAGANI  
 CHECKED BY: H.L. THARAGA



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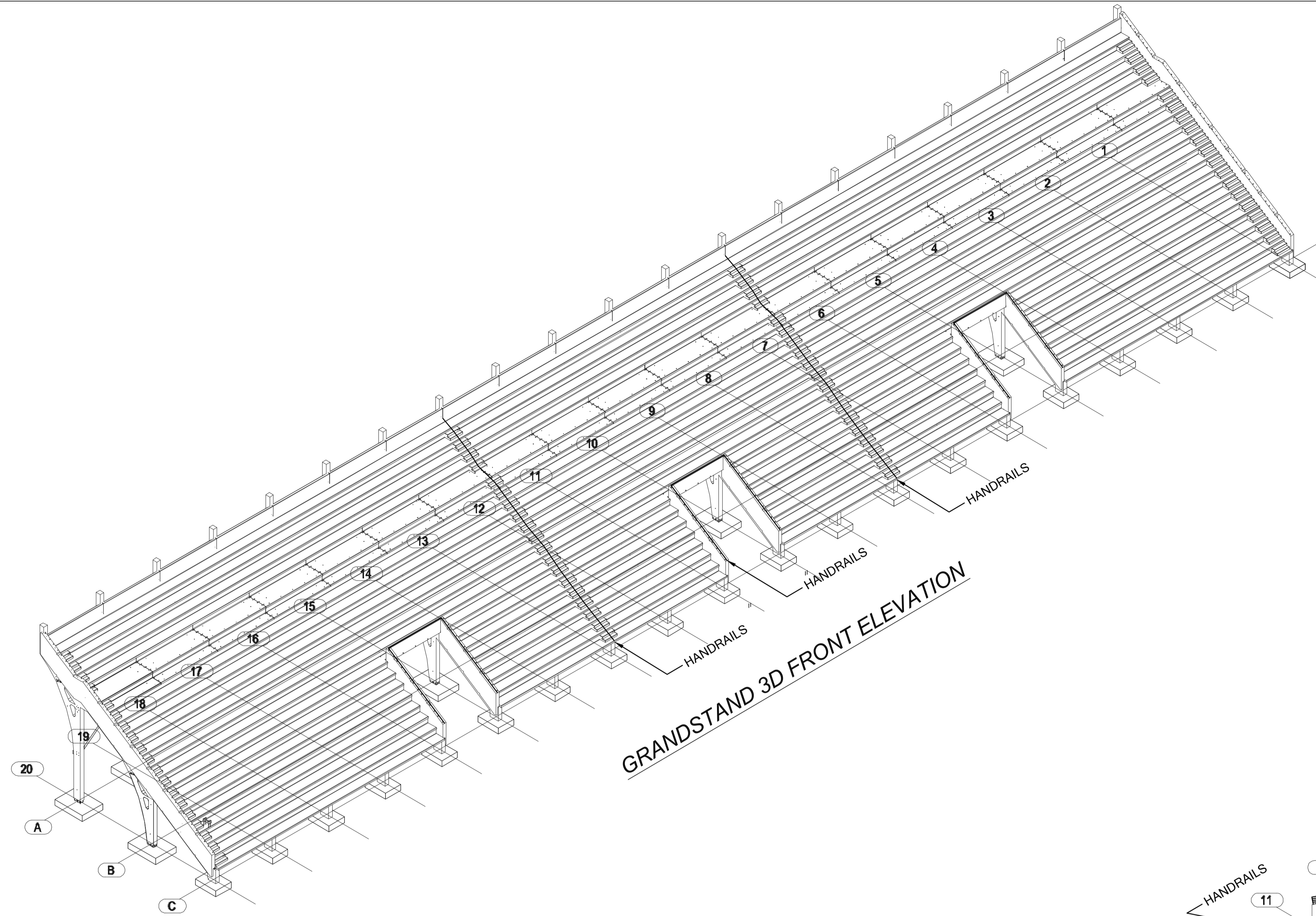


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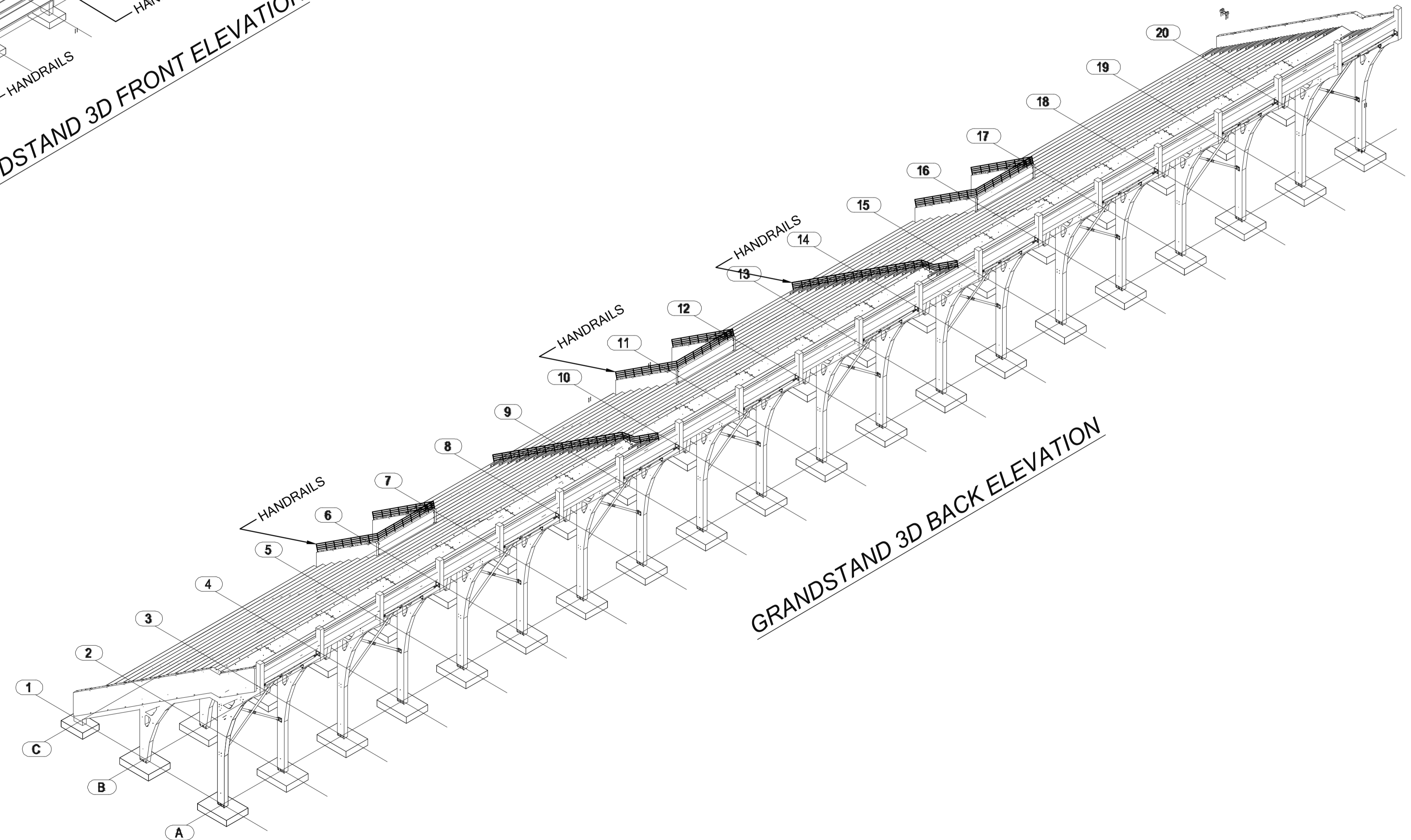
CONSULTING ENGINEER  
 DATE  
 EMPLOYER'S PROJECT MANAGER  
 DATE

**CONTRACT No.: BM 02/21/22**  
 PROJECT NAME:  
**CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6**  
 DRAWING TITLE:  
**GRAND STAND SECTIONS**

ISSUED FOR TENDER  
 (Full signature)  
 For Client  
 For Consulting Engineer  
 CONSULTANTS  
 DRAWING No.  
**S35.2 -B-EL-003**  
 SHEET 1 OF 1  
 SCALE  
 N.T.S  
 CLIENT DRAWING No.

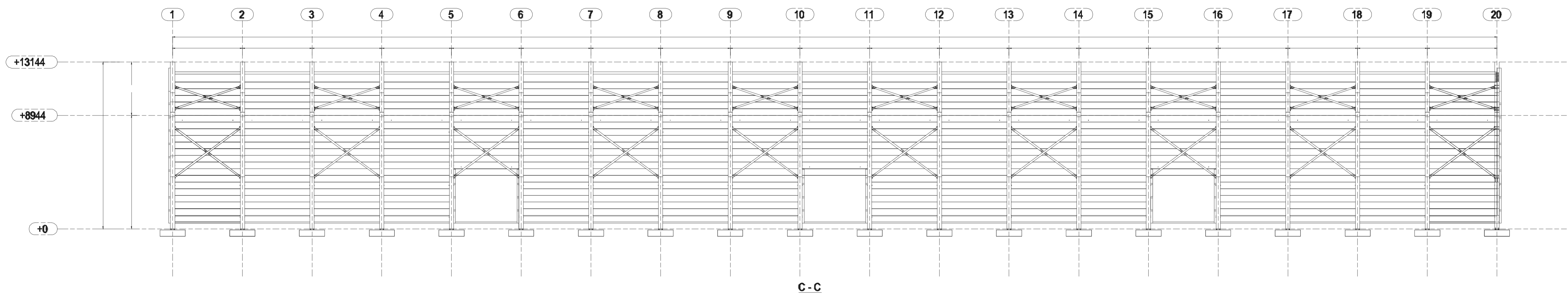
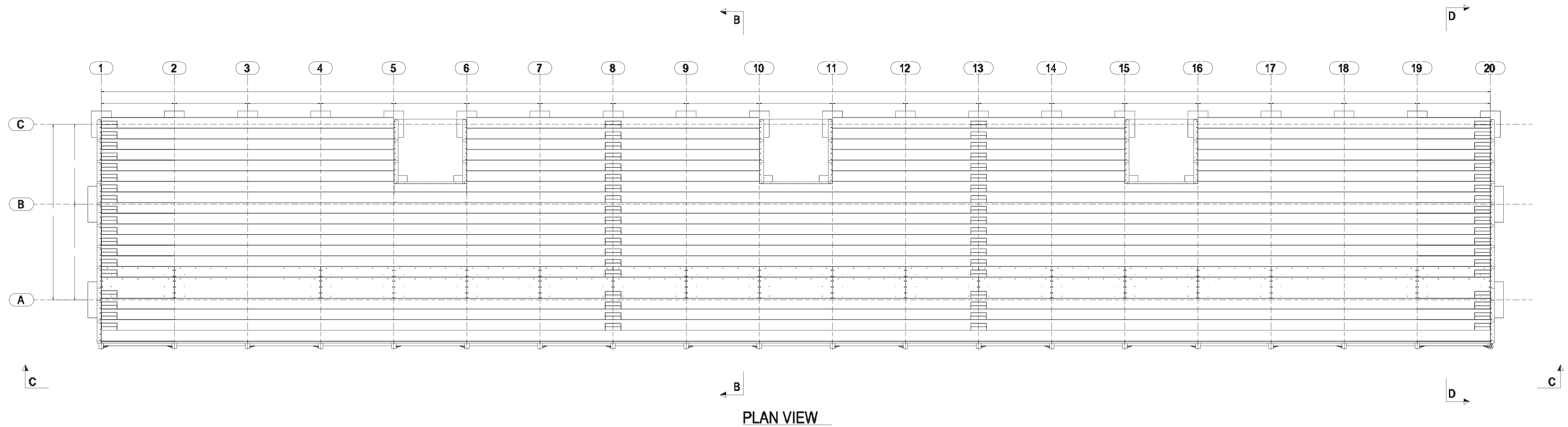


GRANDSTAND 3D FRONT ELEVATION

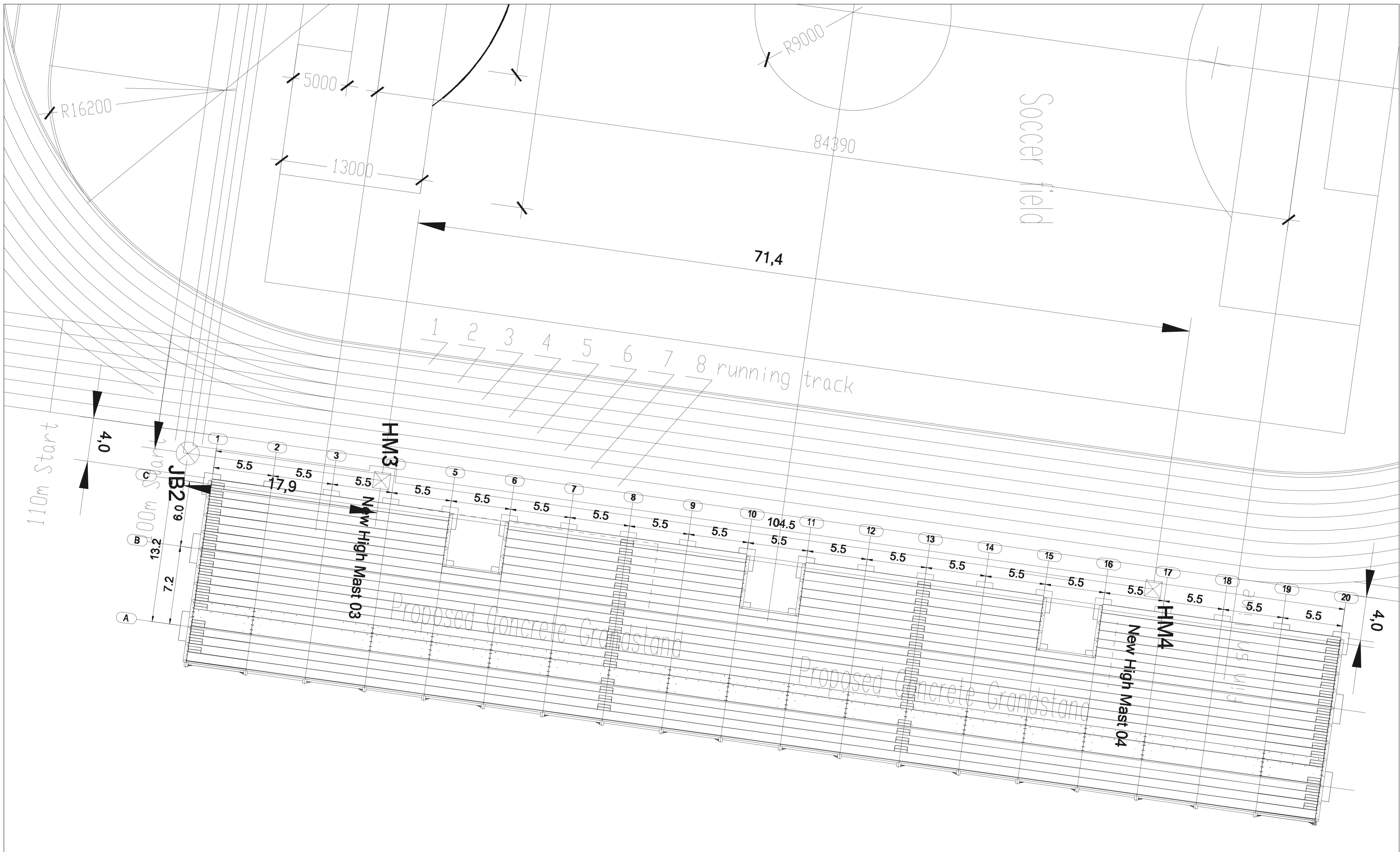


GRANDSTAND 3D BACK ELEVATION

				DESIGNED BY:	R.R. RAVELE	 <p>Blouberg Local Municipality 2nd Building Mogwadi Senwabarwana Road Senwabarwana 0790 Tel : (015) 505 7100 Email : info@blouberg.gov.za</p>	 <p><b>SIZEYA</b> CONSULTING ENGINEERS civil engineers quantity surveyors structural engineers project managers</p> <p>No. 6 Hans Van Rensburg Street Office No. 14 Private Bag X9676, Postnet Suite 141 Polokwane, 0700 Tel : (015) 291 1020 Email : info@sizeya.co.za</p>	<b>CONTRACT No.: BM 02/21/22</b> PROJECT NAME:		ISSUED FOR TENDER (Full signature)	SHEET 1 OF 1
				DRAWN BY:	F.I. MARAGANI			<b>CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6</b>		For : Client	SCALE N.T.S
1	04/2021	ISSUED FOR TENDER		CHECKED BY:	H.L. THARAGA			DRAWING TITLE:		For : Consulting Engineer	CLIENT DRAWING No.
0	06/2020	ISSUED FOR APPROVAL				<b>GRAND STAND ELEVATIONS 3D(CONCEPT)</b>		CONSULTANTS DRAWING No. S35.2 -B-EL-001			
No	DATE	REVISION	CONSULT	DIR		EMPLOYER'S PROJECT MANAGER	DATE				



				DESIGNED BY:	R.R. RAVELE	 <p>Blouberg Local Municipality 2nd Building Mogwadi Senwabarwana Road Senwabarwana 0790 Tel : (015) 505 7100 Email : info@blouberg.gov.za</p>	 <p>No. 6 Hans Van Rensburg Street Office No. 14 Private Bag X9676, Postnet Suite 141 Polokwane, 0700 Tel : (015) 291 1020 Email : info@sizeya.co.za</p>	<b>CONTRACT No.: BM 02/21/22</b> PROJECT NAME:		ISSUED FOR TENDER (Full signature)	SHEET 1 OF 1		
				DRAWN BY:	F.I. MARAGANI			CONSULTING ENGINEER	DATE	<b>CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6</b>		For: Client	SCALE N.T.S
				CHECKED BY:	H.L. THARAGA			EMPLOYER'S PROJECT MANAGER	DATE	DRAWING TITLE: <b>GRAND STAND FRONT &amp; BACK ELEVATIONS(CONCEPT)</b>		CONSULTANTS DRAWING No. S35.2 -B-EL-002	CLIENT DRAWING No.
No	DATE	REVISION	CONSULT	DIR									
1	04/2021	ISSUED FOR TENDER											
0	06/2020	ISSUED FOR APPROVAL											



				DESIGNED BY:	R.R. RAVELE	 Blouberg Local Municipality 2nd Building Mogwadi Senwabarwana Road Senwabarwana 0790 Tel : (015) 505 7100 Email : info@blouberg.gov.za	 No. 6 Hans Van Rensburg Street Office No. 14 Private Bag X9676, Postnet Suite 141 Polokwane, 0700 Tel : (015) 291 1020 Email : info@sizeya.co.za	CONSULTING ENGINEER	DATE	CONTRACT No.: BM 02/21/22	ISSUED FOR TENDER (Full signature)	SHEET 1 OF 1
				DRAWN BY:	F.I. MARAGANI			EMPLOYER'S PROJECT MANAGER	DATE	PROJECT NAME: <b>CONSTRUCTION OF SENWABARWANA SPORTS COMPLEX PHASE 6</b>	For: Client	SCALE N.T.S
				CHECKED BY:	H.L. THARAGA					DRAWING TITLE: GRAND STAND PLAN VIEW (CONCEPT)	For: Consulting Engineer	CLIENT DRAWING No.
No	DATE	REVISION	CONSULT	DIR	CONSULTANTS DRAWING No. S35.2 -B-EL-004							