

CAPENATURE: KOGELBERG NATURE RESERVE

PROJECT TITLE: REPAIRING AND UPGRADING SELF-CATERING ECO CABINS AND ECO SWIMMING POOL

TENDER NO. : WCNCB 13/10/2025

CLOSING DATE : 18 November 2025 at 11:00am

<u>DEPARTMENT</u>	<u>PROJECT LEADER</u>
CAPENATURE <u>PHYSICAL ADDRESS</u> <u>POSTAL ADDRESS</u> PGWC Shared Services Centre Cnr Bosduif and Volstruis Streets Athlone 7764 Phone: 087 087 3175 E-mail: rmathews@capenature.co.za	EMPLOYER'S REPRESENTATIVE Mr. R. Mathews EMPLOYER'S AGENT Checkerflag Projects (Pty) Ltd Mr Quinton Fisher info@checkerflag.co.za

TOTAL TENDER PRICE

Tenderer	
Rand (In figures)	R.....
Rand (In words)	
Inclusive of VAT	Yes ☐ No ☐ Please tick applicable box
Contract period	Two (2) Months
Completion date	 / / 2026
CIDB grading (Registered)	3 GB

NOTE: The Form of Tender C1.1 must be completed in full and signed. Non-compliance will render your tender invalid.

PART A

INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	WCNCB 13/10/2025	CLOSING DATE:	18 NOVEMBER 2025	CLOSING TIME:	11:00
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DESCRIPTION	REPAIRING AND UPGRADING SELF-CATERING ECO CABINS AND ECO SWIMMING POOL
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

PGWC SHARED SERVICES CENTRE, 3RD FLOOR, CNR BOSDUIF AND VOLSTRUIS STREETS, BRIDGETOWN, ATHLONE

OR

ELECTRONIC SUBMISSIONS TO : tenders@capenature.co.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Imran Brey	CONTACT PERSON	Ramese Mathews
TELEPHONE NUMBER	0870873230	TELEPHONE NUMBER	087 087 3175
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	ibrey@capenature.co.za	E-MAIL ADDRESS	rmathews@capenature.co.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐ Yes ☐ No				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES, ENCLOSE PROOF]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 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. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **"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;
- 1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and **"tender"** is the act of bidding/tendering;
- 1.7 **"Code of Good Practice"** means the generic codes or the sector codes as the case may be;
- 1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
 - (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation; and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 11 October 2013;
- 1.25 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 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).
- 2.2 Preference point system for this bid:
- 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) The 80/20 preference point system will be applicable to this tender.
- 2.3 Preference points for this bid shall be awarded for:
- a) Price; and
- b) B-BBEE Status Level of Contribution

- 2.4 The maximum points for this bid are allocated as follows:

				POINTS
PRICE				80
B-BBEE	STATUS	LEVEL	OF	20
CONTRIBUTOR				
Total points Price and B-BBEE must not exceed				100

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.6 The organ of state 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 organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the bidder obtaining **the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
- (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2(1)(f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraphs (d) and (e) of the Preferential Procurement Policy Framework Act, 2000 that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.1 In terms of WCG interim strategy, 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

6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission.

6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.
- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 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.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

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

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution = (maximum of 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

9.1 Will any portion of the contract be sub-contracted? **YES / NO**

9.1.1 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? **YES / NO**

9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/entity :

10.2 VAT registration number :

10.3 Company Registration number :

10.4 TYPE OF COMPANY/FIRM

☐ Partnership/ Joint Venture/ Consortium

☐ One-person business/ sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

- (b) As set out in Section 130 of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
- (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.
- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
- (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) 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; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.
2.

SECTION A: DETAILS OF THE ENTITY

CSD Registration Number	
Name of the Entity	
Entity registration Number (where applicable)	
Entity Type	
Tax Reference Number	
Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.	

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13 (c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
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B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved “RWOEE”)	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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1.2 C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	NO	YES		
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , 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.)	NO	YES		
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES	N/A	
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES		
C7.	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	NO	YES		

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read and understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S

SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
SIGNATURE FULL NAMES: Commissioner of Oaths

Designation (rank):.....ex officio: Republic of South Africa

Date: **Place:**

Business Address:

CAPE NATURE

KOGELBERG NATURE RESERVE: REPAIRING AND UPGRADING SELF-CATERING ECO-CABINS AND ECO- SWIMMING POOL

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Number / Heading

The Tender

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- C4 Site Information

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PART T1 : Tendering procedures

T1.1 : Tender Notice and Invitation to Tender

T1.2 : Tender Data

T1.1 Tender Notice and Invitation

CAPE NATURE, WESTERN CAPE GOVERNMENT invites tenders for KOGELBERG NATURE RESERVE : REPAIRING AND UPGRADING SELF-CATERING ECO- CABINS AND ECO-SWIMMING POOL

It is estimated that tenderers should have a CIDB contractor grading designation of **3 GB** or higher.

Preferences are allocated to tenderers for Broad-Based Economic Empowerment (B-BBEE) status level of contribution.

Tender documents are also available for download on the CapeNature website : www.capenature.co.za.

All prospective tenderers must ensure that they are registered and accredited on the Western Cape Government Supplier Evidence Bank and the Central Supplier Database prior to the closing date of the tender.

Duly completed tenders must be enclosed in a sealed envelope and endorsed with the relevant tender number and description on the envelope. The sealed tender must be placed in the official tender box of CapeNature on the third floor at PGWC Shared Services Centre, Bridgetown Athlone, or be submitted electronically to tenders@capenature.co.za on the undermentioned time and dates.

Queries relating to the technical specification of these documents may be addressed to:

Tel. : 067 034 4138
Cell. : 067 034 4138
E-mail : checkerflagprojects@gmail.com

The Closing time for receipt of tender is 11:00 on 18 November 2025.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

A compulsory clarification meeting with the representatives of the Employer will take place at:

Location : Cape Nature Kogelberg Reserve Complex
Date : 22 October 2025
Starting time : 11:00

NOTE: COMPULSORY BRIEFING SESSION WILL START PROMPTLY AT 11:00. NO LATE ARRIVALS WILL BE CONSIDERED.

T1.2 Tender Data

Standard Conditions of Tender

The Conditions of Tender as published by the Construction Industry Development Board (CIDB) in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), as amended by the employer, shall apply to this contract.

The 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 conditions of tender. Each item of data given below is cross-referenced to the clause in the conditions of tender to which it mainly applies.

The following specific Tender Data, referring to the conditions of tender (T1.2) are applicable to this tender:

The additional conditions of tender are:

Clause number	Tender Data
---------------	-------------

F.1.1	The employer is the Cape Nature, Western Cape Government
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F.1.2	The Document issued by the employer comprise:
-------	---

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

	T1.2 Tender Data
--	------------------

	T2.1 List of returnable documents
--	-----------------------------------

	T2.2 Returnable Schedules
--	---------------------------

Part 1 : Agreements and Contract Data

C1.1 Form of Offer and Acceptance - Agreement

C1.2 Contract Data

Part 2 : Pricing Data

C2.1 Pricing Instructions

C2.2 Bills of Quantities

Part 3 : Scope of Work

C3.1 Scope of Work

C3.2 Health and Safety Specifications

Part 4: Site Information

C4 Site information

F.1.4	The employer's agent is :
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	Name : Checker Flag Projects
--	-------------------------------------

	Address : Postnet Suite 20, Private Bag X7, Muizenberg, 7950
--	--

	Attention : Mr. Q. Fisher
--	---------------------------

	Tel : 067 034 4138
--	--------------------

	E-mail : checkerflagprojects@gmail.com
--	---

F.2.1	Only those tenderers who satisfy all the following criteria are eligible to submit tenders:
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Central Supplier Database Registration

Only those tenderers who are registered as a service provider on the Central Supplier Database and have been issued with a registration number are eligible to submit tenders.

Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the Construction Industry Development Board (CIDB) in a **GB** contractor designation and whose registrations are active at close of tenders are eligible to submit tenders. Furthermore, a tender offer shall be non-responsive if the CIDB contractor registration grading is not commensurate with the sum tendered with due consideration being given to CIDB Regulation 25 (1B) or 25 (7A), where the reasonable margin in (7A) (a) is set at 15%:

Joint ventures are eligible to submit tenders provided that:

- a) Every member of the joint venture is registered with the CIDB, and their registrations are valid at close of tenders when evaluation of tenders commences.
- b) Equal to or higher than one grading lower than that commensurate with the sum tendered. Notwithstanding the aforementioned, the lead partner of the joint venture shall have the higher or equal grading to all others in the joint venture and shall also have a higher or equal shareholding to all others in the joint venture. The lead partner is registered with CIDB in a **GB** designation and grading
- c) The combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than that commensurate with the sum tendered with due consideration being given to CIDB Regulation 25 (1B) or 25 (7A), where the reasonable margin in (7A) (a) is set at 15%.
- d) The contract participation of each member in a joint venture may not exceed the tender value limit of one grade above that member's CIDB grading. If two or more members of a joint venture have common controlling shareholding, then such members shall be deemed to be a single member of the joint venture, using the CIDB and B-BBEE grading of the member with the higher CIDB grading.

Compensation For Occupational Injuries and Diseases Act, 1993 (COIDA)

A Letter of Good Standing that is valid on closing date of the tender from the Department of Employment and Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a certified copy thereof must accompany the tender documents unless the tenderer is registered on the Accredited Supplier Database of the Municipality and such a letter or a certified copy thereof for the tenderer is on record. The onus is on the tenderer to ensure that the Municipality has a valid Letter of Good Standing from the above-mentioned institutions on record. The Letter of Good Standing (valid at closing date) can alternatively be submitted on a date as mutually agreed upon between the tenderer and the Western Cape Government. Failure to provide proof of a valid Letter of Good Standing within a mutually agreed upon timeframe from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities, will result in a tenderer not being considered for further evaluation purposes. A letter of good standing for "tender purposes" from the Department of Labour will also be accepted.

F.2.7 If a compulsory site/clarification meeting with representatives of the Employer will take place, the following rules shall apply to this meeting:

- a) A tender will automatically be disqualified if the meeting is not attended by a representative of the tendering entity.
- b) Representatives of tendering entities must complete and sign at the meeting the attendance register, providing full details as required on the register, failure of which will disqualify the tender.
- c) No late arrivals will be allowed to join the meeting.
- d) Immediately at the official start of the meeting, the Employer's Agent shall collect the attendance registers and perform a rollcall confirming the physical presence of all persons who have completed the register and identifying those who were in the room at the official start but have not completed the register. The Employer's Agent shall delete the details of those entities for which there is no physical presence in the room. Those who are present but had not completed the register will be given an opportunity to do so.
- e) On completion of the meeting and site inspection, if any, the Employer's Agent shall perform a further roll call and confirm the physical presence of all persons who are in attendance by countersigning against the relevant entry on the attendance register. Those who are no longer present shall be indicated as absent and any tender they submit shall be disqualified.
- f) The name of the lead entity in an envisaged consortium/joint venture must appear on the attendance register, failure of which will disqualify a tender submitted by the consortium/joint venture.
- g) A representative may not attend the meeting on behalf of more than one tendering entity. This constitutes anti-competitive behaviour. In the event of multiple tenders being submitted, either separately or as a member of a joint venture, which reference the attendance of the same person at the site/clarification meeting, ALL those tenders will be disqualified.
- h) Tendering entities must be represented by a maximum of one person, who must be suitably qualified and experienced to comprehend the implications of the tender.

Recorded minutes as well as addenda or any other information, where applicable, will be issued to all whom attended the meeting as an Addendum.

F.2.12 No alternative tenders will be accepted.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies. The tender document or any part thereof shall only be filled out and completed in English as well as the parts communicated electronically in the format as stated in the Tender Data.

The employer shall not accept tenders submitted in electronic format. Only those tenders that have been completed in hardcopy of the issued tender document shall be considered.

Sign the original and all copies of the tender offer where required in terms of the tender data. The tender shall be signed by a person duly authorised to do so. 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. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to

witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each party involved.

- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown
F.2.15.1 on each tender offer package is:

Location of tender box:

Physical address : PGWC Shared Services Centre, 3rd Floor, Bridgetown Athlone

Identification details : WCNCB : KOGELBERG NATURE RESERVE : REPAIRING AND UPGRADING SELF-CATERING ECO-CABINS AND ECO- SWIMMING POOL

Email address : tenders@capenature.co.za

Sealed tenders with the tender number and description on the envelope must be placed in the official tender box at the abovementioned address.

- F.2.13 A two-envelope system will not be followed.
- F.2.15 Telephonic, telegraphic, telex, facsimile, or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 (NINETY) CALENDER DAYS
- F.2.18 The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
- F.2.23 The following certificates shall be included in the tender submission:

Enterprise Registration

Tenderers shall append to Schedule 1: Confirmation of Enterprise Registration in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of their current Western Cape Supplier Evidence Bank and the Central Supplier Database registration and verification.

CIDB Contractor Registration

Tenderers shall append to Schedule 2: Confirmation of CIDB Contractor Registration in T2.2: Returnable Schedules, documentary evidence/proof in the form of an original or copy of a valid certificate of contractor registration issued by the Construction Industry Development Board. In addition to this certificate, tenderers shall also provide a printed copy of the contractor's listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, printed copies of the valid certificate of contractor registration and active contractor's CIDB listing must be provided for each member of the joint venture.

Tax Clearance Certificate

Tenderers shall append to Schedule 1: Confirmation of Enterprise Registration in T2.2: Returnable Schedules, documentary evidence/proof as stated in Schedule 1

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit a valid tax clearance certificate in respect of each partner. Failure to comply will render the tender's offer invalid.

Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate

Tenderers shall append to Schedule 11: Preference Point Claim Form in C1.6: Returnable Schedules, documentary evidence/proof in the form of an original valid B-BBEE Status Level verification certificate in terms of the current code as determined by the Minister of the Department of Trade and Industry on Black Economic Empowerment.

Consortiums or Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate or scorecard in terms of the Preferential Procurement Regulations, 2022. In the case of unincorporated entities, a verified certificate/scorecard in the name of the Consortium/Joint Venture must be submitted with the tender (attached to Schedule 11).

F.3.4 Tenders will be opened immediately after the closing time for tenders at **11h00** on 18 November 2025.

F3.5.2 Functionality evaluation

Tenderer's experience

a) Number of contracts

The bidder must submit a comprehensive portfolio of current and completed projects in the rendering of general building services of a similar scope of work over the last five years, of which each contract must be to the value of R1 000 000 or greater per annum. The Tenderer must complete Schedule 5. Maximum possible score is 30 points for number of projects.

b) Contactable References

Schedule of current and completed work as part of the Returnable Schedules to obtain relevant points for functionality. Bidders must set out in the attached schedule the details of contactable references of a similar scope of work over the last five years to the value R1 000 000 or greater per annum. The contactable references must be willing to answer the stated questions and score the bidder accordingly in terms of their performance. The Western Cape Government will liaise with the stated references to verify the authenticity of the submitted scoring. Only those reference sheets of an average score of 'Satisfactory' (i.e. scoring 70% or more) will be considered. Maximum possible score is 30 points for contactable references

Similar Projects

A similar project refers to general building work involving repairing and upgrading buildings that include trades such as alterations, stonework (gabions), sheet or membrane waterproofing, roof coverings, carpentry and joinery, ceilings, floor/wall coverings, ironmongery, metalwork, tiling, plumbing and drainage, minor electrical work, etc.

- F.3.8 The following will result in a submitted offer being considered non-responsive/invalid if:
- a) The tender offer is not submitted on the Form of Offer and Acceptance contained in this tender document.
 - b) The tender is not completed in non-erasable black ink.
 - c) The Offer has not been signed.
 - d) The tenderer does not comply with the CIDB contractor grading designation specified in the Tender Data or required in terms of value of the offer submitted.
 - e) The Tenderer does not accept the corrected total of prices in the event correction is needed due to arithmetic errors, omissions or discrepancies that are identified in the tender offer.
 - f) In the event the Tenderer fails to confirm receipt of Addenda and incorporate the contents thereof into the submitted offer, the Tender will be considered non-responsive. If the Tenderer claims that Addenda was not received, but the Employer can provide proof of transmission thereof (via electronic mail, facsimile or registered post) using the contact details as provided by the Tenderer, the submitted offer will be deemed non-responsive.
- F.3.9 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner as described in F.3.9.1.
- F.3.10 Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
- F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive tender to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below.

The procedure for the evaluation of responsive tenders is Method 2: Functionality, Price and Preferences.

- 1) Score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender Data.
- 2) Score tender evaluation points for financial offer.
- 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing
- 4) Calculate total tender evaluation points.
- 5) Rank tender offers from the highest number of tender evaluation points to the lowest.
- 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score preference of responsive tenders as follows:

Determine preference point system to be used for evaluation purposes based on lowest responsive tender offer, excluding alternatives and substitutes, using the following table.

Value of lowest responsive tender offer	Financial Offer Points allocation (A)	Maximum Preference point allocation
Up to and including R50 million	80	20
Above R50 million	90	10

F.3.13.1 Tender offers will only be accepted if:

- a) The tenderer is shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the tenderer's tax clearance.
- b) The tenderer is registered on the **Central Supplier Database (CSD)** by close of tender.
- c) The tenderer is registered on the **Western Cape Supplier Evidence Bank** by close of tender.
- d) The tenderer is registered and in good standing with the **Construction Industrial Development Board (CIDB)** in an appropriate contractor grading designation and **Western Cape Supplier Database** by close of tender.
- e) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer who is approved by the Department of Labour in terms of section 80 of the **Compensation for Injury and Disease Act (COIDA) (Act 130 of 1993)**.
- f) The tenderer submitted a fully priced and completed tender document by close of tender.
- g) The tenderer has not failed to perform on any previous contract and has been given a written notice to this effect.
- h) The tenderer has not submitted more than one tender.
- i) The tenderer has completed the Compulsory Enterprise Questionnaire, Declaration of Interest and there is no conflict of interest which may impact the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- j) The tenderer or any of its directors is not listed on the register of tender defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- k) The tenderer attended, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data
- l) The tenderer has not abused the Employer's Supply Chain Management System.

In terms of its Supply Chain Management Policy, the employer may not consider a tender unless the provider who submitted the tender:

- a) has furnished the employer with the providers:
 - full name,
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any.
- b) has indicated whether:

- the provider is in the service of the state, or has been in the service of the state in the previous twelve months,
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months,
 - whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the employer is prohibited from making an award to:
- a person who is in the service of the state,
 - a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state,
 - an advisor or consultant contracted with the employer, or
 - a person, advisor or corporate entity involved with the tender specification committee, or a director of such corporate entity.

F.3.18 The number of paper copies of the signed contract to be provided by the employer is one.

Annex F

(normative)

Standard Conditions of Tender

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

F.1 General

F.1.1 Actions

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation can exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration,
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process,
- d) **fraudulent practice** means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels,
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body,
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, considering 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

F1.5.1 A 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.

F1.5.2 The decision to cancel a tender must be published in the CIDB website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest

number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter 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 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.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

F2.2.1 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 comply with requirements.

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 the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

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 if 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 authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

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

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds and policies

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 consequently:

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

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level 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.3.4.4 Evaluate functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.5 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.3.6 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.3.7 Test for responsiveness

F.3.7.1 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.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

F.3.8 Arithmetical errors, omissions and discrepancies

F.3.8.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

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

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

F.1.1 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.1.2 Evaluation of tender offers

F.1.2.1 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.1.2.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.1.2.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders(including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 (all applicable taxes included):

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

Where

P_s = Points scored for comparative price of tender or offer under consideration; P_t = Comparative price of tender or offer under consideration; and

$P_{\min}$ = Comparative price of lowest acceptable tender or offer.

(4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

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

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- (4)(d) The points scored by tender in respect of B-BBEE contribution contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- (4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

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

- (5)(a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

90/10

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

Where

P_s = Points scored for comparative price of tender or offer under consideration; *P_t* = Comparative price of tender or offer under consideration; and
P_{min} = Comparative price of lowest acceptable tender or offer.

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

B-BBEE status level of contributor	Number of points
1	10
2	8

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

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

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

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

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

where: N_{FO} is the number of tender evaluation points awarded for price.
 W_1 is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

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

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

F.3.11.8 Scoring preferences

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

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

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

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

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

where: S_O is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

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

- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.16 Notice to unsuccessful tenderers

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

F.3.16.1 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3. 17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

T2. RETURNABLE DOCUMENTS

T2.1 List of returnable documents

General

Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.

These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure countersigned by an authorised signatory.

Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.

Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.

Should a tenderer wish to offer a different time of completion than that required by the Employer, it shall be submitted as an alternative tender.

If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Returnable Schedules required only for evaluation purposes by close of tender

- Schedule 2 Compulsory Enterprise Questionnaire
- Schedule 3 Authority to Signatory
- Schedule 4 Certificate of Authority for Joint Ventures
- Schedule 5 Tenderer's Experience
- Schedule 6 Schedule of Subcontractors
Project
- Schedule 7 Proposed Amendments and Qualifications
- Schedule 8 Insurance
- Schedule 11 Joint Venture Agreement, If Applicable
- Schedule 12 Record of minutes and Addenda to Tender Documents.
- Schedule 14 Preference points claim form in terms of the preferential procurement regulations 2022
- Schedule 18 Credit Order Instruction
- Schedule 20 Attendance Register Clarification Meeting
- Schedule 21 Occupational Health and Safety Agreement

2. Other documents required for evaluation purposes by close of tender

- a) Proof of **Central Supplier Database** (CSD) registration
- b) Proof of Western **Cape Supplier Database** registration.
- c) **Construction Industry Development Board** (CIDB) registration in an appropriate contractor grading (**3GB** or higher)
- d) Department of Labour approved **Compensation for Injury and Disease Act** (Act 130 of 1993) (COIDA) registration.
- e) Proof of **Tax Clearance** by/via SARS.

3. Returnable Schedules that will be incorporated into the contract

4. Other documents that will be incorporated into the contract

The following drawings for part of this tender document (Annexures).

Architectural

07-21 MC/KNR (THREE B) 01
07-21 MC/KNR (THREE B) 02
25/07-21 MC/KNR (ONE B) 03
25/07-21 MC/KNR (ONE B) 04
25/07-21 MC/KNR SITE 05
25/07-21 MC/KNR POOL 06

5. The offer portion of the C1.1 Offer and Acceptance

6. C1.2 Contract Data (Part 2)

7. Bills of Quantities

SCHEDULE 2: 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. **(Failure to do so may result in your bid being disqualified)**

Section 1:	Name of enterprise:												
Section 2:	VAT registration number, if any: Has and original and valid TAX clearance certificate been attached under Schedule 2D? Yes / No												
Section 3:	Has a B-BBEE status level verification certificate been submitted? Yes / No If yes, who was the certificate issued by? (Tick applicable box) ☐ An accounting officer as contemplated in the Close Corporation Act. ☐ A verification agency accredited by the South African National Accreditation System (SANAS). ☐ A registered auditor. NB. A B-BBEE status level verification certificate must be submitted to qualify for preference points for B-BBEE.												
Section 4:	CIDB registration number, if any:												
Section 5:	Particulars of sole proprietors and partners in partnership												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Name*</th> <th style="width: 33%;">Identity number*</th> <th style="width: 33%;">Personal income tax number*</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name*	Identity number*	Personal income tax number*									
Name*	Identity number*	Personal income tax number*											
* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners													
Section 6:	Particulars of companies and close corporations												
Company registration number:													
Close corporation number:													
Tax reference number:													
Section 7:	Record of service of the state												
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:													
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature												
If any of the above boxes are marked, disclose the following: (insert separate page if necessary)													

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

Section 8:	Record of spouses, children and partners in the service of the state																
Indicate by marking the relevant boxes with a cross, if any spouse, child or partner 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 in the service of any of the following:																	
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature																
If any of the above boxes are marked, disclose the following:																	
<table border="1"> <thead> <tr> <th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th> <th>Name of institution, public office, board or organ of state and position held</th> <th colspan="2">Status of service (tick appropriate column)</th> </tr> <tr> <td></td> <td></td> <td>current</td> <td>Within last 12 months</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </thead></table>		Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)				current	Within last 12 months								
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)															
		current	Within last 12 months														
* Insert separate page if necessary																	
The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise:																	
i)	Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our matters are in order;																
ii)	Confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;																
iii)	Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;																
iv)	Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;																
v)	Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.																
Signature:	Date:																
Print Name:	Position:																

SCHEDULE 3: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs
acting in his/her capacity as
of the business trading as to
sign all documentation in connection with Tender.....

Name of members / directors	Signature	Date

Note: If tenderers attached a copy of their Authorized Signatory, it is not necessary to complete this form.

C. Certificate for Joint Venture

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

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1.		Chairman:	
2.		Date:	

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/Ms
..... acting in the capacity of to sign all
documents in connection with the tender for Contract and
contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

SCHEDULE 4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms, authorised signatory of the company, close corporation or partnership, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		 Signature: Name: Designation
		 Signature: Name: Designation
		 Signature: Name: Designation

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

SCHEDULE 5: TENDERER'S EXPERIENCE

Bidders are referred to table below which indicates the maximum possible score for information requested under this schedule.

Description of quality criteria		Maximum possible score
TENDERER EXPERIENCE	(a) Number of Contracts The bidder must submit a comprehensive portfolio of current and completed projects, in the rendering of general building maintenance services of a similar scope of work, over the last five years, of which each contract must be to the value of R 1 000 000 or greater per annum.	30
	(b) Contactable References Bidders must set out in the attached reference sheets, the details of four contactable references of a similar scope of work, over the last five years, to the value of R 1 000 000 or greater per annum. The contactable references must be willing to answer the stated questions and score the bidder accordingly in terms of their performance. CapeNature will liaise with the stated references to verify the authenticity of the submitted scoring. Only those reference sheets of an average score of "Satisfactory" (i.e. scoring 70% or more) will be considered.	25

Tenderers should very briefly describe their experience and attach this to this schedule.

Employer / Contracting Site	Description of Work	Value of Work Inclusive of VAT R(m)	Date Completed
Company Name Contact Person Tel E-Mail _____	_____	_____	_____
Company Name Contact Person Tel E-Mail _____	_____	_____	_____
Company Name Contact Person Tel E-Mail _____	_____	_____	_____
Company Name Contact Person Tel E-Mail _____	_____	_____	_____

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

Employer / Contracting Site	Description of Work	Value of Work Inclusive of VAT R(m)	Date Completed
Company Name Contact Person Tel E-Mail 			
Company Name Contact Person Tel E-Mail 			
Company Name Contact Person Tel E-Mail 			
Company Name Contact Person Tel E-Mail 			

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

CONTACTABLE REFERENCE NUMBER 1				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
NAME:				
CONTACT PERSON:				
DESIGNATION/ POSITION:				
CONTACT DETAILS				
TELEPHONE: CELLULAR NUMBER:				
DESCRIPTION OF SERVICE RENDERED			VALUE OF CONTRACT (i.e. THE SERVICE PROVIDED) INCLUSIVE OF VAT R(m)	
SECTION 2: TO BE COMPLETED BY CONTACTABLE REFERENCE NUMBER 1:				
ASSESS THE PERFORMANCE OF THE BIDDER BY ANSWERING THE STATED QUESTIONS. SCORES MUST ALSO BE ASSESSED IN TERMS OF FOUR INDICATORS.				
0 = VERY POOR	40 = POOR	70 = SATISFACTORY	90 = GOOD	100 = VERY GOOD
QUESTIONS		ANSWERS		SCORING
1. Did the company deliver on or before the required completion date?				
2. Did the company deliver a quality product and installation?				
3. How was their level of professionalism?				
4. How was the level of service rendered by the bidder for the duration of the contract?				
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
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.				
SIGNATURE:			DATE:	

COMPANY STAMP OF CONTACTABLE REFERENCE

CONTACTABLE REFERENCE NUMBER 2				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
NAME:				
CONTACT PERSON:				
DESIGNATION/ POSITION:				
CONTACT DETAILS				
TELEPHONE: CELLULAR NUMBER:				
DESCRIPTION OF SERVICE RENDERED			VALUE OF CONTRACT (i.e. THE SERVICE PROVIDED) INCLUSIVE OF VAT R(m)	
SECTION 2: TO BE COMPLETED BY CONTACTABLE REFERENCE NUMBER 1:				
ASSESS THE PERFORMANCE OF THE BIDDER BY ANSWERING THE STATED QUESTIONS. SCORES MUST ALSO BE ASSESSED IN TERMS OF FOUR INDICATORS.				
0 = VERY POOR	40 = POOR	70 = SATISFACTORY	90 = GOOD	100 = VERY GOOD
QUESTIONS			ANSWERS	SCORING
1. Did the company deliver on or before the required completion date?				
2. Did the company deliver a quality product and installation?				
3. How was their level of professionalism?				
4. How was the level of service rendered by the bidder for the duration of the contract?				
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
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.				
SIGNATURE:			DATE:	

COMPANY STAMP OF CONTACTABLE REFERENCE

CONTACTABLE REFERENCE NUMBER 3				
SECTION 1: TO BE COMPLETED BY THE BIDDER				
NAME:				
CONTACT PERSON:				
DESIGNATION/ POSITION:				
CONTACT DETAILS				
TELEPHONE: CELLULAR NUMBER:				
DESCRIPTION OF SERVICE RENDERED			VALUE OF CONTRACT (i.e. THE SERVICE PROVIDED) INCLUSIVE OF VAT R(m)	
SECTION 2: TO BE COMPLETED BY CONTACTABLE REFERENCE NUMBER 1:				
ASSESS THE PERFORMANCE OF THE BIDDER BY ANSWERING THE STATED QUESTIONS. SCORES MUST ALSO BE ASSESSED IN TERMS OF FOUR INDICATORS.				
0 = VERY POOR	40 = POOR	70 = SATISFACTORY	90 = GOOD	100 = VERY GOOD
QUESTIONS		ANSWERS		SCORING
1. Did the company deliver on or before the required completion date?				
2. Did the company deliver a quality product and installation?				
3. How was their level of professionalism?				
4. How was the level of service rendered by the bidder for the duration of the contract?				
TOTAL SCORE				
TOTAL AVERAGE SCORE (TOTAL SCORE/4)				
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.				
SIGNATURE:			DATE:	

COMPANY STAMP OF CONTACTABLE REFERENCE

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

a) Number of Contracts

Non-complaint (score 0%)	The bidder listed no relevant contracts.
Poor (score 40%)	The bidder has limited portfolio experience and only listed 1 contract in the last five years of R 1 000 000 or greater each per annum.
Satisfactory (score 70%)	The bidder has relevant portfolio experience and lists 2 – 4 contracts in the last five years of R 1 000 000 or greater each per annum.
Good (score 90%)	The bidder has extensive portfolio experience and lists 5 – 7 contracts in the last five years of R 1 000 000 or greater each per annum.
Very good (score 100%)	The bidder has outstanding portfolio experience and lists more than 8 contracts in the last five years of R 1 000 000 or greater each per annum.

b) Contactable References

Non-complaint (score 0%)	The bidder provided no relevant satisfactory references (scoring at least 70 points).
Poor (score 40%)	The bidder provided only 1 satisfactory contactable reference (scoring at least 70 points).
Satisfactory (score 70%)	The bidder provided only 2 satisfactory contactable references (scoring at least 70 points).
Good (score 90%)	The bidder provided only 3 satisfactory contactable references (scoring at least 70 points).
Very good (score 100%)	The bidder provided more than 3 satisfactory contactable references (scoring at least 70 points).

SCHEDULE 6: SCHEDULE OF SUB-CONTRACTORS

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

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

SUBCONTRACTORS				
Category/ type	Subcontractor Name/Address/ Contact Person/Phone/Fax/ Details of Organisation/Firm Experience	Items of work (pay items) to be undertaken by the Subcontractor	Does the Subcontractor's portion of the works exceed 25% of the contract amount? YES/NO	If yes , please provide a valid B-BBEE certificate of the subcontractor.

Number of sheets, appended by the tenderer to this Schedule..... (If nil, enter NIL).

SCHEDULE 7: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

SCHEDULE 8: INSURANCE

The tenderer is referred to F.2.9 of the Tender Data and shall state below details of the insurance held by the tenderer. Where the tenderer is a joint venture, each party to the joint venture must submit details of their insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the tenderer is eligible for the prescribed public liability insurance cover of at least R10 million should he/she be awarded the contract, must be appended to this schedule.

INSURANCE		
NAME OF INSURED	NAME OF INSURER	LIMIT OF INDEMNITY IRO EACH CLAIM

SCHEDULE 11: TAX CLEARANCE CERTIFICATE REQUIREMENTS

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS. In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, CAPE NATURE reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified on the SARS website.

SCHEDULE 12: JOINT VENTURE AGREEMENT, IF APPLICABLE

The Tenderer shall attach to this page a joint venture agreement, if applicable.

SCHEDULE 14: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

SCHEDULE 18: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse.
 - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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: CAPE NATURE 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 consortium³ will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices.
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices.
 - (d) The intention or decision to submit or not to submit, a bid.
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

..... Signature	 Date
..... Position	 Name of Bidder

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

SCHEDULE 20: CREDIT ORDER INSTRUCTION

It is the policy of the Cape Nature to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attached a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Nature to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Nature in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Nature in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

.....
INITIALS AND SURNAME: AUTHORISED SIGNATURE: DATE: TELEPHONE
NUMBER:

SCHEDULE 21: COIDA LETTER OF GOOD STANDING

A Letter of Good Standing that is **valid on closing date** of the bid from the Department of Employment and Labour or any institution that is licenced to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a copy thereof must accompany the bid documents. The Letter of Good Standing (valid at closing date) can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. Failure to provide proof of a valid Letter of Good Standing within a mutually agreed upon timeframe from the Department of Employment and Labour or any institution that is licensed to carry out the business of insurance of its members against liabilities, will result in a bidder not being considered for further evaluation purposes. A Letter of good standing for “tender

SCHEDULE 22: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN CAPE NATURE (HEREINAFTER CALLED THE "EMPLOYER")

AND

.....
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I, representing
....., as an employer
do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to always comply therewith.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day of.....20.....

.....
Witness Mandatory

Signed aton the.....day of.....20.....

.....
Witness for and on behalf of
Cape Nature

C1.3 Form of Guarantee

CONSTRUCTION GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: **CapeNature**

"Contractor" means:

"Engineer" means:

"Works" means: Contract No. and Title

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

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

"Contract Sum" means: The accepted amount inclusive of tax of R

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words:

"Expiry Date" means: The date of issue by the Principal Agent of the Certificate of Final Completion of the Works

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

CONSTRUCTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Construction Guarantee and up to and including the date of issue by the Principal Agent of the Certificate of **Final Completion of the Works**. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

- 3.1 any reference in this Construction Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 3.2 its obligation under this Construction Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum 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 Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Construction Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Construction Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Construction Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Construction 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.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Construction Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Construction Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Construction Guarantee is neither negotiable nor transferable and shall expire in terms of 2, 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.
13. This Construction Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Construction 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)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1 THE CONTRACT

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Bill of Quantities

PART C3: Agreement and Contract Data

C3.1 Scope of Works

C3.2 List of Drawings

C3.3 Procurement

C3.4 Construction

C3.5 Health and Safety Specification

C3.6 Annexes

Part C4: Site Information

PART C5: Health and Safety Specification

PART C6: Annexures

C1.1 FORM OF OFFER AND ACCEPTANCE

IMPORTANT NOTE:

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works: Contract No:

WCNCB 13/10/2025: KOSELBERG NATURE RESERVE: REPAIRING AND UPGRADING SELF-CATERING ECO-CABINS AND ECO-POOL

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

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

TENDER OFFER	
TOTAL PRICE BROUGHT FORWARD (INCLUDING VAT)	R _____
TENDER AMOUNT IN WORDS:	
.....	
.....	
.....	

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

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

Signature: *(of person authorized to sign the tender)*

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: (Organisation):

Address:

Telephone number:

Fax number:

Witness:

Signature:

Name: (in capitals):.....

Date:

[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

ACCEPTANCE BY EMPLOYER

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

The terms of the contract are contained in

Part C1 Agreement, and Contract Data, (which include this Agreement)
Part C2 Pricing Data, including the Bill of Quantities
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature(s):

Name(s):

Capacity for the Tenderer:

Name of organization.....

Name and Signature of Witness:Date:

SCHEDULE OF DEVIATIONS

Notes:

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

1. **Subject:**

Details:

.....

2. **Subject:**

Details:

.....

3. **Subject:**

Details:

.....

4. **Subject:**

Details:

.....

5. **Subject:**

Details:

.....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to

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

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

For the Tenderer:

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Tenderer *(organisation)*.....

Address:

Witness: Signature: **Name** *(in capitals)*:

Date:

For the Employer:

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Employer *(organisation)*.....

Address:

Witness: Signature: **Name** *(in capitals)*:

Date:

CONFIRMATION OF RECEIPT

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The (day) of (month) 20..... at
..... (place).

For the Tenderer:

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Tenderer *(organisation)*.....

Address:

Witness: Signature: **Name** *(in capitals)*:

Date:

For the Employer:

Signature:

Name: *(in capitals)*.....

Capacity:

Name of Employer *(Organisation)*.....

Address:

Witness: Signature: **Name** *(in capitals)*:

Date:

C1.2 Contract Data (Part 1)

General Conditions of Contract

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

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

APPENDIX 2, PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
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1.1.1.13	The Defects Liability Period is <u>Twelve</u> (12) months
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1.1.1.14	The due Completion Date FOR Practical Completion is 15 / 03 / 2026
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1.1.1.15	The Employer is CAPE NATURE
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1.1.1.16	The authorised and designated representative of the Employer is: Designation: Infrastructure Specialist Name: Mr R. Mathews
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1.2.1.2	The address for receipt of communications is: Department: CapeNature (tenders@capenature.co.za) Address: PGWC Shared Services Centre, Bridgetown, Athlone
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1.2.1.2	The address of the Employer's Agent is: CHECKER FLAG PROJECTS Name: Mr. Q. Fisher Telephone: 067 034 4138 E-mail: checkerflagprojects@gmail.com Address: Postnet Suite 20, Private Bag X7, Muizenberg, 7950
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The documentation required before commencing with the Works are:

1. Health and Safety Plan
2. Works Program (Gant Chart)
3. Insurance

The time to submit the documentation required before commencement of the works is five (5) working days after official appointment.

The documentation required before commencing with the Works are:

- 1 Health and Safety Plan
- 2 Works Program (Gant Chart)
- 3 Insurance

The latent defects period is ONE (1) years for building works.

The limit of retention money is 10% per payment certificate until it reaches the maximum of 5% of the contract value. Retention will be reduced to 50% when Practical Completion Certificate is issued, and the remaining 50% when the Final Completion Certificate is issued at the end of the Defects Liability Period.

The limit of indemnity for Liability Insurance is R 5 000 000.

PART C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

KOGELBERG NATURE RESERVE TENDER: WCNCB 13/10/2025

- 1 The Bill of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Six Edition [Revised]), 1999.
- 2 The Conditions of Tender as published by the Construction Industry Development Board (CIDB) in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), as amended by the employer, shall apply to this contract.

The 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 conditions of tender. Each item of data given below is cross-referenced to the clause in the conditions of tender to which it mainly applies.
- 3 Preliminary and general requirements are based on various parts of SANS 1921 Construction and Management for Works Contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowances must be made in the Bills of Quantities are recited.
- 4 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 or www.iso.org for information on standards)
- 5 The drawings listed in the Scope of Works used for setting up these Bills of Quantities are included in this tender Document.
- 6 Reference to any trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of equivalent standard may be substituted only on written approval by the Client's Principal Agent.
- 7 Where any item is nor relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 8 The Contract Data and the Standard Form of Contract referenced therein must be studied for the full extent and meaning of each clause set out in Bill No. 1 (Preliminaries) of the Bills of Quantities.
- 9 The Bills of Quantities is not intended for ordering of materials. Ay ordering of materials based on the Bills of Quantities is at the Contractor's risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustments provided for in the contract.
- 11 Where the initial contract price is extended, the monthly charge shall be calculated on the basis as set out in 10 but considering the revised period for completing the works.

- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
 - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or which no selection is made, the adjustments shall be based on the following breakdown:
- a) 10% is Fixed
 - b) 15% is Value Related
 - c) 75% is Time Related
- 14 The adjustment of the preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any stage or sectional completion shall be prorated to the value of each section.

C2.2: BILLS OF QUANTITIES

The Bills of Quantities comprises 1 section

- Main Section
 1. Preliminaries
 2. Alterations
 3. Waterproofing
 4. Roof Coverings
 5. Carpentry and Joinery
 6. Ceilings / Partitions
 7. Floor Coverings
 8. Metalwork
 9. Tiling
 10. Plumbing and Drainage
 11. Glazing
 12. Paintwork
 13. Paperhanging
 14. Electrical Work
 15. Provisional Sums
- Final Summary

The work is subject to re-measurement on completion to determine the Final Account value

C3: SCOPE OF WORKS

KOGELBERG NATURE RESERVE TENDER: WCNCB 13/10/2025

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The Employer's objectives are to repair and upgrade the five one-bedroom, three three-bedroom eco-cabins and the communal pool that are in a fair to poor condition showing marginal to significant levels of deterioration of structure and appearance that requires urgent attention.

1.2 Overview of the works

The works shall comprise of minor demolition work in replacing the waterproofing membrane on the flat timber roof, minor repairs to timber structures, floors and ceilings, polycarbonate roofing, paintwork on the inside as well as the outside of the mainly timber structure buildings, paperhanging, minor plumbing and electrical repair work, replacing external Jetmaster braai's, repairing internal fire places, fixing the leaking eco-pool, etc.

1.3 Extent of the work

Refer to 1.2

1.4 Location of the works

Kogelberg Nature Reserve

1.5 Temporary Works

Erect site camp on approved area on site.

2. DRAWINGS

The following drawings form part of the tender document

Architectural

- 07-21 MC/KNR (THREE B) 01
- 07-21 MC/KNR (THREE B) 02
- 25/07-21 MC/KNR (ONE B) 03
- 25/07-21 MC/KNR (ONE B) 04
- 25/07-21 MC/KNR SITE 05
- 25/07-21 MC/KNR POOL 06

3. Procurement

3.1 Preferential procurement procedures

The work shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.2. Scope of mandatory subcontract work

- Rubberised waterproofing of flat roofs by a specialist waterproofing contractor.

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

4. CONSTRUCTION

Bidders are to note that all construction work is to comply with the National Building Regulations, South African Buro of Standards and South African National Standards.

PART C4: SITE INFORMATION

- 1 Bidders are to acquaint themselves with the Kogelberg Nature Reserve Complex prior to handing in this tender.
- 2 Access to the site of the works will be given to the contractor on the commencement date as stated in the Works Project.
- 3 The reserve will be in full operation for the full duration of this project. The Contractor shall conduct the works in such a manner that it minimises the impact of traffic and construction activities on the adjacent infrastructure and to the other users. Work areas shall be cordoned off and pedestrians may be allowed reasonable access. No road may be closed without the consent of the Employer and by approval in writing.
- 4 The Contractor shall take all necessary precautions to protect the existing infrastructure, from damage during the execution of the works. Should the contractor cause any damage to the existing infrastructure, the contractor will be required to make good all damage at their own cost and to the satisfaction of the Employers' Agent.

GENERAL NOTES:

1 REMUNERATION

This is a fixed-price tender, not subject to escalation. The tenderer must allow in his tender for any cost increases that may arise from the date of tender to the date of issue of the Final Completion Certificate.

No upfront payments will be made.

No payments will be made for material on site.

Interim payments made will be made for work successfully completed. The Contractor must submit invoices for work completed for payment within 30 days from receipt of invoice and the approval thereof.

2 Operations

The nature reserve will be fully operational during the execution of the work. The work area as well as the surrounding area must be kept clean during installation work. Rubble must be removed at regular intervals. Noise and dust levels must be kept to an absolute minimum.

3 Delays

This tender shall assume that the work will be executed continuously as per the works programme without any delays caused by either the Cape Nature or other parties employed by the Cape Nature. Any delays must be brought to the immediate attention of the Employer's Agent on this project for verification and recording purposes. No claim for "standing time" will be entertained unless the proper procedures have been followed.

4 Ablution Facilities

The contractor must allow in his tender for enough chemical toilets, depending on the size of the work team, with built-in hand wash facilities for the specific use of the workers for the full duration of the project. Under no circumstances will workers be allowed to use the ablution facilities of the Reserve. Enough cleansing material and equipment must be supplied by the contractor. The toilets must be cleaned regularly.

5 Applicable key performance Areas (KPI's)

Work/ services rendered within time frames specified.

Work/ services rendered within financial framework specified.

Acceptable standard and quality of work delivered.

6 Reporting Lines

The successful Service Provider will perform its services under control and management of the Employer's Agent. No instructions are to be taken from any employee from Cape Nature other than the appointed Agent.

7 Tender evaluation

The final scores for responsive tenders shall be calculated as follows: the sum of points scored for functionality; points scored for price based on the tender unit prices plus preferential points scored.

The final scores for responsive tenders shall be calculated as follows: the sum of points scored for functionality; points scored for price based on the tender unit prices plus preferential points scored.

8 Risks

In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of Cape Nature the progress of work, or the quality thereof is not satisfactory, Cape Nature shall be entitled to cancel the contract. The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected. Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of Cape Nature, and with the minimum disruption of essential services. Where Cape Nature is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Contractor.

9 Construction Programme

The contractor will start on the Commencement Date as stated in the Work Project and Completion must be achieved within the duration stated. The period listed includes non-working days. The programme shall include allowance for the construction and completion of any "Provisional items" identified. Contractor to submit Construction program with tender documents to illustrate that they will be able to complete all work within 2 months' time taking into account cash flow and allowing for delays.

BILL OF QUANTITIES

Item No	Description	Unit	Quantity	Rate	Amount
	BILL NO. 1 PRELIMINARIES BUILDING AGREEMENT AND PRELIMINARIES <i>The agreement shall be:</i> VOLUME 1: <i>The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.</i> (ii) VOLUME 2: <i>The South African Bureau of Standards Standardized Specification for Construction Procurement SANS 10845, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site: www.stansa.co.za.</i> <i>National Treasury - Government Procurement: General Conditions of Contract</i> NOTES: (i) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary. (ii) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading. (iii) Where any item is not relevant to this specific contract such item is marked N/A (signifying & quote"; not applicable & quote;). (iv) Adjustment of the preliminaries: each item priced, is to be allocated to one or more of the three categories, where & quote; F & quote; denotes a fixed amount (amount not to be varied), & quote; V & quote; denotes an amount variable in proportion to value and & quote; T & quote; denotes an amount in proportion to time.				
	Carried to Collection			R	

Bill No. 1
Preliminaries and General

(v) Time (T) related Preliminaries will only be adjusted for omissions or additions, issued by the Employer, or delays caused by the Employer only, for which variation and extension of time has been granted.

SECTION A:GENERAL CONDITIONS OF CONTRACT

A	A1: Definitions, interpretations and general provisions (clause 1) F:..... V:..... T:.....	Item	1		
B	A2.1 Available data and information (clause 2.1) F:..... V:..... T:.....	Item	1		
C	A2.2 Adverse physical conditions (clause 2.2) F:..... V:..... T:.....	Item	1		
D	A2.3 Technical data (clause 2.3) F:..... V:..... T:.....	Item	1		
E	A2.4 Ambiguity or discrepancy (clause 2.4) F:..... V:..... T:.....	Item	1		
F	A2.5 Assignment (clause 2.5) F: V: T:	Item	1		

Carried to Collection

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Bil No. 1
Preliminaries and General

A	A3.1 Qualifications of the Employer's Agent (clause 3.1) F:..... V:..... T:.....	Item	1		
B	A3.2 Functions of the Employer's Agent (clause 3.2) F:..... V:..... T:.....	Item	1		
C	A3.3 Employer's Agent's Representative (clause 3.3) F:..... V:..... T:.....	Item	1		
D	A4.1 Extent of obligations and liability (clause 4.1) F:..... V:..... T:.....	Item	1		
E	A4.2 Employer's Agent's instructions (clause 4.2) F:..... V:..... T:.....	Item	1		
F	A4.3 Legal provisions (clause 4.3) F:..... V:..... T:.....	Item	1		
G	A4.4 Subcontracting (clause 4.4) F:..... V:..... T:.....	Item	1		
H	A4.5 Notices and fees (clause 4.5) F:..... V:..... T:.....	Item	1		

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Bill No. 1
Preliminaries and General

A A4.6 Patent rights (clause 4.6)
F:..... V:.....
T:.....

Item 1

B A4.7 Fossiles (clause 4.7)
F: V: T:
.....

Item 1

C A4.8 Facilities for others (clause 4.8)
F:..... V:.....
T:.....

Item 1

D A4.9 Construction Equipment (clause 4.9)
F:..... V:.....
T:.....

Item 1

E A4.10 Contractor's employees (clause 4.10)
F:..... V:.....
T:.....

Item 1

F A4.11 Competent employees (clause 4.11)
F:..... V:.....
T:.....

Item 1

G A4.12 Contractor's superintendence (clause 4.12)
F:..... V:.....
T:.....

Item 1

H A5.1 Time calculations (clause 5.1)
F:..... V:.....
T:.....

Item 1

J A5.2 Commencement of the Contract (clause 5.2)
F:..... V:.....
T:.....

Item 1

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Bill No. 1
Preliminaries and General

A	A5.3 Commencement of Works (clause 5.3) F:..... V:..... T:.....
B	A5.4 Access to the Site (clause 5.4) F:..... V:..... T:.....
C	A5.5 Time for Practical Completion (clause 5.5) F:..... V:..... T:.....
D	A5.6 Programme (clause 5.6) F: V: T:
E	A5.7 Progress of Works (clause 5.7) F:..... V:..... T:.....
F	A5.8 Non-working times (clause 5.8) F:..... V:..... T:.....
G	A5.9 Instructions (clause 5.9) F: V: T:
H	A5.10 Delays attributable to the Employer (clause 5.10) F:..... V:..... T:.....

Item	1
Item	1
Item	1
Item	1
Item	1
Item	1
Item	1
Item	1

Carried to Collection

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Bill No. 1
Preliminaries and General

A	A5.11 Suspension of the Works (clause 5.11) F:..... V:..... T:.....	Item	1		
B	A5.12 Extension of time for Practical Completion (clause 5.12) F:..... V:..... T:.....	Item	1		
C	A5.13 Penalty for delay (clause 5.13) F:..... V:..... T:.....	Item	1		
D	A5.14 Completion (clause 5.14) F: V: T:	Item	1		
E	A5.15 Clearance of Site (clause 5.15) F:..... V:..... T:.....	Item	1		
F	A5.16 Approval (clause 5.16) F:..... V:..... T:.....	Item	1		
G	A6.1 Payment to Contractor (clause 6.1) F:..... V:..... T:.....	Item	1		
H	A6.2 Security (clause 6.2) F:..... V:..... T:.....	Item	1		
J	A6.3 Variations (clause 6.3) F: V: T:	Item	1		
Carried to Collection				R	

Bill No. 1
Preliminaries and General

A	A6.4 Value of variations (clause 6.4) F:..... V:..... T:.....	Item	1		
B	A6.5 Dayworks (clause 6.5) F:..... V:..... T:.....	Item	1		
C	A6.6 Provisional sums and prime cost sums (clause 6.6) F:..... V:..... T:.....	Item	1		
D	A6.7 Measurement of Works (clause 6.7) F:..... V:..... T:.....	Item	1		
E	A6.8 Adjustment in rates and/or prices (clause 6.8) F:..... V:..... T:.....	Item	1		
F	A6.9 Vesting of Plants and materials (clause 6.9) F:..... V:..... T:.....	Item	1		
G	A6.10 Payments (clause 6.10) F:..... V:..... T:.....	Item	1		
H	A6.11 Variations exceeding 15 per cent (clause 6.11) F:..... V:..... T:.....	Item	1		
Carried to Collection				R	

	Bill No. 1 Preliminaries and General				
A	A7.1 Quality of Construction Equipment (clause 7.1) F:..... V:..... T:.....	Item	1		
B	A7.2 Quality of Plant, workmanship and materials (clause 7.2) F:..... V:..... T:.....	Item	1		
C	A7.3 Access to the Works (clause 7.3) F:..... V:..... T:.....	Item	1		
D	A7.4 Samples and testing (clause 7.4) F:..... V:..... T:.....	Item	1		
E	A7.5 Examination of the Works (clause 7.5) F:..... V:..... T:.....	Item	1		
F	A7.6 Defective Plant, materials and work (clause 7.6) F:..... V:..... T:.....	Item	1		
G	A7.7 Search for defects (clause 7.7) F:..... V:..... T:.....	Item	1		
H	A7.8 Defects (clause 7.8) F:..... V:..... T:.....	Item	1		
	Carried to Collection			R	

Bill No. 1					
Preliminaries and General					
A	A7.9 Urgent remedial work (clause 7.9) F:..... V:..... T:.....	Item	1		
B	A8.1 Protection of the Works (clause 8.1) F:..... V:..... T:.....	Item	1		
C	A8.2 Care of the Works (clause 8.2) F:..... V:..... T:.....	Item	1		
D	A8.3 Excepted risks (clause 8.3) F:..... V:..... T:.....	Item	1		
E	A8.4 Indemnifications (clause 8.4) F:..... V:..... T:.....	Item	1		
F	A8.5 Reporting accidents (clause 8.5) F:..... V:..... T:.....	Item	1		
G	A8.6 Insurances (clause 8.6) F:..... V:..... T:.....	Item	1		
H	A9.1 Termination of Contract (clause 9.1) F:..... V:..... T:.....	Item	1		
J	A9.2 Termination by Employer (clause 9.2) F:..... V:..... T:.....	Item	1		
Carried to Collection				R	

	Bill No. 1 Preliminaries and General				
A	A9.3 Termination by Contractor (clause 9.3) F:..... V:..... T:.....	Item	1		
B	A10.1 Contractor's claim (clause 10.1) F:..... V:..... T:.....	Item	1		
C	A10.2 Dissatisfaction claim (clause 10.2) F: V: T:	Item	1		
D	A10.3 Dispute notice (clause 10.3) F:..... V:..... T:.....	Item	1		
E	A10.4 Amicable settlement (clause 10.4) F:..... V:..... T:.....	Item	1		
F	A10.5 Adjudication (clause 10.5) F: V: T:	Item	1		
G	A10.6 Disagreement with Adjudication Board's decision (clause 10.6) F:..... V:..... T:.....	Item	1		
H	A10.7 Arbitration (clause 10.7) F: V: T:	Item	1		
	Carried to Collection			R	

Bill No. 1
Preliminaries and General

A	A10.8 Court proceedings (clause 10.8) F:..... V:..... T:.....	Item	1		
B	A10.9 Appointment (clause 10.9) F:..... V:..... T:.....	Item	1		
C	A10.10 Common provisions (clause 10.10) F:..... V:..... T:.....	Item	1		
D	A10.11 Continuing validity (clause 10.11) F:..... V:..... T:.....	Item	1		

**SECTION B: SANS 1921-1:2004 (Edition 1):
CONSTRUCTION AND MANAGEMENT
REQUIREMENTS FOR WORKS CONTRACTS:
PART 1**

**Refer to the SCOPE OF WORK for detail
requirements**

A	B1 Scope F:..... V:..... T:.....	Item	1		
B	B2 Normative references F:..... V:..... T:.....	Item	1		
C	B3 Definitions F:..... V:..... T:.....	Item	1		

Carried to Collection

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Bill No. 1
Preliminaries and General

A	B4 Requirements for construction and management F:..... V:..... T:.....	Item	1		
B	B4.1 General F:..... V:..... T:.....	Item	1		
C	B4.2 Responsibilities for design and construction F:..... V:..... T:.....	Item	1		
D	B4.3 Planning, programme and method statements F:..... V:..... T:.....	Item	1		
E	B4.4 Quality assurance F:..... V:..... T:.....	Item	1		
F	B4.5 Setting out F:..... V:..... T:.....	Item	1		
G	B4.6 Management and disposal of water F:..... V:..... T:.....	Item	1		
H	B4.7 Blasting F:..... V:..... T:.....	Item	1		

Carried to Collection

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Bill No. 1
Preliminaries and General

A B4.8 Works adjacent to services and structure
 F:..... V:.....
 T:.....

Item 1

B B4.9 Management of the Works and site
 F:..... V:.....
 T:.....

Item 1

C B4.10 Earthworks
 F:..... V:.....
 T:.....

Item 1

D B4.11 Testing
 F:..... V:.....
 T:.....

Item 1

E B4.12 Materials, samples and fabrication drawings
 F:..... V:.....
 T:.....

Item 1

F B4.13 Equipment
 F:..... V:.....
 T:.....

Item 1

G B4.14 Site establishment
 F:..... V:.....
 T:.....

Item 1

H B4.15 Survey control
 F:..... V:.....
 T:.....

Item 1

J B4.16 Temporary works
 F:..... V:.....
 T:.....

Item 1

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	Bill No. 1 Preliminaries and General				
A	B4.17 Existing services F:..... V:..... T:.....	Item	1		
B	B4.18 Health and safety F:..... V:..... T:.....	Item	1		
C	B4.19 Environmental requirements F:..... V:..... T:.....	Item	1		
D	B4.20 Alterations, additions, extensions and modifications to existing works F:..... V:..... T:.....	Item	1		
E	B4.21 Inspection of adjoining structures, servi buildings and property F:..... V:..... T:.....	Item	1		
F	B4.22 Attendance on nominated and selected subcontractors F:..... V:..... T:.....	Item	1		
	SECTION C: SCOPE OF WORK in accordance with SANS 10403				
	(The reference to Clauses refer to Table B.1 of SANS 1921-1:2004)				
A	C1 Certification by recognised bodies - CLAUSE 4.4 F:..... V:..... T:.....	Item	1		
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Bill No. 1
Preliminaries and General

A	C2 Agrément certificates - CLAUSE 4.5 F: V: T:	Item	1		
B	C3 Other services and facilities - CLAUSE 4.8 F: V: T:	Item	1		
C	C4 Recording of weather - CLAUSE 5.2 F: V: T:	Item	1		
D	C5 Management meetings - CLAUSE 5.3 F: V: T:	Item	1		
E	C6 Daily records CLAUSE 5.6 F: V: T:	Item	1		
F	C7 Bond and guarantees - CLAUSE 5.7 F: V: T:	Item	1		
G	C8 Permits - CLAUSE 5.9 F: V: T:	Item	1		
H	C9 Proof of compliance with the law - CLAUSE 5.10 F: V: T:	Item	1		

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Bill No. 1
Preliminaries and General

- A D1 Requirements for drawings, information and calculations for which the contractor is responsible
 CLAUSE 4.1.7
 F:..... V:.....
 T:.....
- B D2 The responsibility strategy assigned to the contractor for the works CLAUSE 4.2.1
 F:..... V:.....
 T:.....
- C D3 The planning, programme and method statements - CLAUSE 4.3
 F:..... V:.....
 T:.....
- D D4 Samples of materials, workmanship and finishes - CLAUSE 4.12.1
 F:..... V:.....
 T:.....
- E D5 Fabrication drawings that the contractor is to provide and deliver to the employer - CLAUSE 4.12.2
 F:..... V:.....
 T:.....
- F D6 Office for the foreman CLAUSE 4.14.3
 F:..... V:.....
 T:.....
- G D7 Telephone - CLAUSE 4.14.3
 F:..... V:.....
 T:.....
- H D8 Office for inspector of works - CLAUSE 4.14.3
 F:..... V:.....
 T:.....

Item	1
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J	D9 Telephone in office for inspector of works - CLAUSE 4.14.3 F:..... V:..... T:.....	Item	1		
B	D11 Provision and erection of signboards - CLAUSE 4.14.6 F:..... V:..... T:.....	Item	1		
C	D12 Termination, diversion or maintenance of existing services F:..... V:..... T:.....	Item	1		
D	D13 Services which are known to exist - CLAUSE 4.17.3 F:..... V:..... T:.....	Item	1		
E	D14 Detection apparatus - CLAUSE 4.17.4 F:..... V:..... T:.....	Item	1		
F	D15 Additional health and safety requirements - CLAUSE 4.18 F:..... V:..... T:.....	Item	1		
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Bill No. 1
Preliminaries and General

E1 PROPRIETARY BRANDED PRODUCTS

- A The contractor shall take delivery of, handle, store, use apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instruction after consultation with the manufacturer's authorised representative
 F:..... V:.....
 T:.....

Item 1

E2 OVERTIME

- B Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the Engineer/principal agent has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to be borne by the employer.
 F:..... V:.....
 T:.....

Item 1

E3 AS BUILT DRAWINGS

- C The position of construction breaks, and the extent of individual concrete pours are to be recorded by the contractor on the structural engineer's drawings and are to be submitted to the Engineer/principal agent and the structural engineer for their records.
 F:..... V:.....
 T:.....

Item 1

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Bill No. 1
Preliminaries and General

- A E4 SITE INSTRUCTIONS
Site instructions issued on site are to be recorded in triplicate in a site instruction book which is to be maintained on site by the contractor.
F:..... V:.....
T:.....
- B E5 LABOUR RECORD
At the end of each week the contractor shall provide the Engineer/principal agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day
F:..... V:.....
T:.....
- C E6 PLANT RECORD
At the end of each week the contractor shall provide the Engineer/principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.
F:..... V:.....
T:.....
- D E7 NON-CESSION OF MONIES
The contractor shall not cede nor assign his rights claims to any monies due or to become due under contract.
F:..... V:.....
T:.....

Item

1

Item

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Item

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Item

1

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Bill No. 1
Preliminaries and General

A E8 SECTIONAL COMPLETION
 When it is required that the contract be executed in sections or portions, the tenderer shall allow for all costs in this regard as no claim for additional costs will be entertained.
 F:..... V:.....
 T:.....

Item

1

B E9 LOCAL LABOUR
 It is a general requirement of this contract that persons normally resident in the locality of the works (local labour) be given preference for employment on the contract.
 Provided, however, that should adequate and appropriate Labour not be available within the locality, other may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local Labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of local Labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.
 F:..... V:.....
 T:.....

Item

1

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Bill No. 1
Preliminaries and General

A	E10 IMPORT PERMITS AND DUTIES The responsibility for obtaining the necessary import permits shall rest with the successful Tenderer. No foreign exchange will be arranged or provided by the Administration. Tenderers are to allow in their tenders and pay the ordinary levy imposed on imported items in terms of item 196.10 of Part 8 of Schedule No. 1 of the Customs and Excise Act, 1964 with effect from 1 October 1989. F:..... V:..... T:.....	Item	1		
B	E11 HIV/AIDS AWARENESS Provide and maintain a condom dispenser in terms of Clause 5.1a F:..... V:..... T:.....	Item	1		
C	E12 HIV/AIDS AWARENESS Provide and maintain HIV/AIDS awareness posters terms of Clause 5.1b) F:..... V:..... T:.....	Item	1		
D	E13 HIV/AIDS AWARENESS HIV /Aids Awareness Programme on Site for not less than 90% of workers inclusive of all direct and indirect costs Engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme in terms of Clause 5.2.1a) F:..... V:..... T:.....	Item	1		
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Bill No. 1
Preliminaries and General

A E14 HIV/AIDS AWARENESS
 Arrange for workers to attend the HIV Awareness Programme in terms of Clause 5.2.1b)
 F:..... V:.....
 T:.....

Item 1

B E15 REPORTING
 Prepare and attach to claims for payment a brief report in terms of Clause 5.3
 F:..... V:.....
 T:.....

Item 1

E16 CONTRACT PRICE ADJUSTMENT PROVISIONS (CPAP)

C Notwithstanding anything to the contrary contained in the GCC for Construction Works, this Contract shall only when the Construction Period exceeds 12 months and the Contract sum exceeds R 5 000,000,00 be subject to the Contract Price Adjustment Provisions (CPAP) (Revised May 2005) as published by the Joint Building Contracts Committee. Tenderers are advised BILL No. 1: PRELIMINARIES 112 Each item Carried to Collection the Contract Price Adjustment Provisions (CPAP) (Revised May 2005) as published by the Joint Building Contracts Committee. Tenderers are advised that with reference to Clause 3.4.4 of the Contract Price Adjustment Provisions, the Head: Works will not accept the submission by Tenderers of lists of additional items.

Where this contract is a Lump Sum contract, the contract will be subject to Contract Price Adjustment Provisions (CPAP) only where the contract period equals or exceeds 12 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings.

F:..... V:.....
 T:.....

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D E17 EXPANDED PUBLIC WORKS PROGRAMME

Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.

Tenderers must allow for any costs for the following employment requirements of the EPWP

1. 60% of unskilled Labour to be women
2. 20% of unskilled Labour to be youths aged between 18 and 35 years
3. 2% of unskilled Labour to be disabled persons.
4. 100% unskilled Labour utilized must reside within the boundaries of the Municipality where this contract is executed, with preference to the local community closest to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract.

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Bill No. 1
Preliminaries and General

TENDERERS TO NOTE:

Those parts of the contract to be constructed using Labour- intensive methods have been marked in the bills of quantities/lump sum document with the letters LI (indicating "Labour Intensive") against every item so designated. The works, or parts of the works so designated are to be constructed using Labour intensive methods only.

F:..... V:.....
T:.....

A E18 OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

Tenderers are to allow for costs in providing a 'Construction Phase Safety, Health and Environmental Plan' in accordance with "Specification Data associated with SANS 1921-1:2004" clause C4.18 in "Part C3 - Scope of Work"

F:..... V:.....
T:.....

B E19 IMPORTED MATERIALS AND EQUIPMENT

Where imported items are listed in the tender document the tenderer shall provide all information called for, for which the price of any such item, material or equipment shall be excluded from currency fluctuations. (Refer Schedule of Imported Materials and Equipment (DOW363).

F:..... V:.....
T:.....

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Preliminaries and General

PRELIMINARIES

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Item No	Unit	Quantity	Rate	Amount
<u>BILL NO. 2</u>				
<u>DEMOLITIONS AND ALTERATIONS</u>				
NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
<u>View site</u>				
Before submitting this tender, the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done. No claim for any variations of the contract sum in respect of the nature and extent of the work will be entertained.				
<u>Damage to persons and properties</u>				
The contractor will be held responsible for any damage to persons or property and for the safety of structures, and he is to allow for protecting and indemnifying persons using the existing buildings from injury by virtue of the building operations, including providing necessary barriers, signs, etc.				
<u>Explosives</u>				
No explosives whatsoever must be used for demolition purposes unless otherwise stated.				
<u>General</u>				
All demolition work is to be carried out in accordance with the Local By-laws and to the requirements of the Local Health Authorities. The contractor is to allow for giving notices and paying any fees related to municipal requirements.				
In taking down and removing existing work, utmost care must be taken to prevent any structural or other damage to the remaining portions of the buildings. The contractor must ensure the stability of all structures during the alteration work.				
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The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to tenants in the building and to adjoining premises and their tenants.

He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Principal Agent.

Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover, and protected from damage until required for re-use. Any damage caused to such materials during the removal, storage or refixing shall be made good at the contractor's expense.

Water supply pipes and other piping in ground that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings to the satisfaction of the Principal Agent.

Prices for taking out of doors, windows, etc shall include for removal of all beads, architraves, ironmongery, etc

Prices for taking out and removing doors and frames shall include for removing door stops, cabin hooks, etc.

Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary.

The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, fittings, etc)

Unless otherwise described all materials are to become the property of the contractor and are to be removed from the site

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The demolitions and disposal of all asbestos cement products must be carried out by an Approved Asbestos Contractor registered with the Department of Employment and Labour. Proof of Registration in the name of the entity must be provided to the Approved Asbestos Inspection Authority (AAIA) in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) before the demolition work is to be carried out.

ROOFS

NOTE: All HDPE planting trays stacked on the roof shall be removed by the Client (Cape Nature) prior to the commencement of the works, safely stored and the same be placed back on completion of the works by the Client

Disconnecting and stopping off

A	20mm Ø Water connection to water irrigation pipe system on roof.	No	11
B	15mm Ø Cold water pipe connection to geyser on roof	No	11
C	20mm Ø Hot water pipe connection to geyser on roof	No	11
D	Solar panel water connection to geyser	No	22
<u>Taking down and setting aside for re-use</u>			
E	20mm Ø PVC water irrigation pipe system	m	310
F	Timber screen 2 400 x 1 280 x 970mm high surrounding solar geyser installation on three sides	No	11
G	Solar panel 2 000 x 1 000 set sloping with and including aluminium support frame under screwed to timber bearer on roof	No	11
H	150L Geyser installed on roof	No	11
J	Brownbuilt profile roll-formed type 35° sloping roofing sheets fixed with clips and fasteners including apex and side gable wall flashings. (For waterproofing of inter-connecting flat roofs under)	m ²	46

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A	150 x 38mm Timber border trim loosely placed on roof around planting trays. (Planting trays removed by Client)	m	323		
	<u>Taking down and removing</u>				
B	Woven filter fabric laid loose over roof area	m ²	494		
C	50mm thick Neopor insulation/drainage board layer loosely stacked on roof	m ²	494		
	<u>Taking up and remove</u>				
D	Walk-off mat 1 000 x 1 690mm	No	3		
	<u>Breaking up and removing</u>				
E	4mm Thick layer Reoxthene Evolight antiradice torch-fused to and including 3mm Evolight nailed to plywood	m ²	657		
F	18mm Thick water-damaged plywood sheeting forming substrate for flat sloping roofs nailed to timber rafters. (<u>Provisional</u>)	m ²	<u>100</u>		
	<u>Carting away rubble</u>				
	<u>Descriptions of carting away of rubble shall be deemed to include loading rubble onto trucks directly from the immediate area of work or, alternatively, from stockpiles situated on the building site</u>				
G	Extra over for removal of rubble from site to a local municipal dumping site (<u>Provisional</u>)	m ³	<u>30</u>		
H	<u>Deduct:</u> Allowance of credit for material salvaged from demolitions or alteration work		Item		
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Bill No. 2

Demolitions and Alterations

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Item No		Unit	Quantity	Rate	Amount
	<u>BILL NO. 3</u> <u>WATERPROOFING</u> NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill <u>EPDM RUBBERGARD STANDARD GRADE TYPE WATERPROOFING MEMBRANE ON TIMBER BOARDED SUBSTRATE FLAT ROOFS</u> <u>Prepare existing wooden board surfaces where previously torched-on waterproofing membrane layers have been removed (by others) for and apply new EPDM Premium Standard Grade – 1.14mm thickness and 1.4kg per m² one-piece rubber roofing membrane with additional carbon black which converts ultraviolet rays to heat including surface preparation, water-based adhesive, bonding adhesive, edge trims, external corners and end caps, edge trim end caps, closed-cell foam tape, polypins, etc. as may be required – all to the manufacturer's specifications. Waterproofing of roofs by an Approved EPDM Waterproofing Contractor under a 15-year guarantee</u> <u>The integrity of the waterproofing system should be established by means of a flood-test of 48 – 72hrs duration, prior to handing over to the contractor. A certificate is to be obtained from the professional team recording the date and time-period of the test and that the waterproof treatment was handed over in a clean, proper and watertight condition.</u>				
A	On flat timber boarded roofs not exceeding 25° to the horizontal to falls and crossfalls including turn-ups and turn-downs average 100mm high	m ²	657		
B	One additional top layer over open box gutters	m ²	94		
C	Dripsystems 20/24D 50mm deep Neopor insulation/drainage board	m ²	436		
D	PC115 Woven filter fabric	m ²	436		
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<u>The waterproofing is to be fully dressed into the rainwater outlets to ensure a watertight seal. Ensure that the level of the flange is kept well below the bottom of the board substrate</u>					
A	Sealing around rainwater outlet not exceeding 100mm Ø	No	17		
B	Sealing around water extending through roof not exceeding 100mm Ø. (Provisional)	No	<u>32</u>		
C	Sealing around flue pipe exceeding 100mm Ø but not exceeding 200mm Ø extruding through roof including suitable collars	No	8		
<u>Prepare and apply one coat Cemflex Sikaflex waterproofing agent on previously sealed cement screeded surface and painted fibre cement shower walls</u>					
D	On shower catchpit base	m ²	22		
E	On shower walls	m ²	79		
<u>Sikaflex Polyurethane joint sealant</u>					
F	Open timber abutment joints at doors, windows, frames, posts, etc.	m	1 496		
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Section 1

Bill No. 3

Waterproofing

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Section 1

Bill No. 4

Roof Coverings

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Item No		Unit	Quantity	Rate	Amount
	<u>BILL NO. 5</u> <u>CARPENTRY AND JOINERY</u> NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill <u>Fixing</u> Items described as "nailed" shall be deemed to be fixed with hardened steel nails or pins Items described as "plugged" shall be deemed to include screwing to fibre, plastic or metal plugs at not exceeding 500mm centres, and where described as "bolted", the bolts have been given elsewhere <u>Decorative thermosetting plastic laminate covering</u> Laminate covering shall be glued under pressure and edge strips of same shall be butt-jointed at junctions with adjacent similar finish <u>MINOR REPAIR WORK AND SUBSTRATE SURFACE PREPARATION</u> <u>18mm Marine-grade plywood nailed to existing graduating purlins. The surface of the timber board substrate must be smooth. Holes should be plugged or covered. Knots are not acceptable for waterproofing purposes. Timber panel edges should bear on joists or blocking to reduce deflection from traffic. The boards should not be close-buttet – allow open joints (a few millimetres) between panels/boards to accommodate anticipated expansion (As per board manufacturer's instructions)</u> A Sloping flat roof in repairs in patchwork. (Provisional)	m ²	100		
	<u>STRUCTURAL TIMBERWORK ETC</u> <u>Sawn softwood grade S5, CCA H3 treated in structural support in re-aligning existing sloping roof structure where deflections have occurred</u>				
	Carried to Collection			R	

A	150 x 38mm bearers or blocking pieces in lengths not exceeding 2,4m nailed in-between joists. (Provisional)	m	<u>100</u>		
	<u>Fillets are to be fixed at all abutments. Fillets should have a minimum face of 50mm and be securely fixed in the angle on one plane</u>				
B	50mm Triangular fillet pieces nailed to timber	m	506		
	<u>Sawn softwood CCA H3 treated</u>				
C	Ex 150 x 50 reducing purlins forming slight slope	m	97		
D	19mm Pine quadrant nailed to timber	m	396		
E	10 x 44mm Pine cover strips screwed to timber	m	352		
	<u>SHOWER FLOOR</u>				
F	100 x 22 mm Recycled plastic planks twice screwed to existing floor joists at ± 400 centres with 3mm open spacings between planks	m ²	20		
	<u>MINOR REPAIR WORK</u>				
	<u>SKIRTINGS</u>				
G	50 x 16 Pine skirting plugged to drywall. (Provisional)	m	<u>20</u>		
	<u>DOORS</u>				
H	40mm Semi-solid core flush door 762 x 2 250mm high. (Re-use ironmongery (Provisional)	No	<u>3</u>		
J	40mm Semi-solid core flush door 762 x 2 300mm high. (Re-use ironmongery) (Provisional)	No	<u>2</u>		
	<u>BORDER TRIM</u>				
K	150 x 38mm Timber border trim set aside for re-use repaired and re-installed on roof placed on roof around planting trays.	m	323		
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**MINOR REPAIRS IN PATCH WORK TO
MATCH THE EXISTING**

EAVES

- A 9mm OSB type eaves closure pieces nailed to timber joists. (Provisional)

m²

20

EXTERNAL WALLS

- B 144 x 22mm CCA H3 treated T&G boarding nailed to timber studs, etc. (Provisional)

m²

10

JOINERY ETC

- C Allow the budgetary amount of R30,000.00 (Thirty Thousand Rand) NET for minor repair work to kitchen and bedroom cupboards including replacing all damaged ironmongery, i.e. hinges, telescopic drawer slides, etc.

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Bill No. 5

Carpentry and Joinery

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Bill No. 6

Ceilings and Partitions

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Bill No. 7

Floor Coverings, Wall Linings Etc

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Bill No. 8

Ironmongery

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Item No		Unit	Quantity	Rate	Amount
	<u>BILL NO. 9</u>				
	<u>METALWORK</u>				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
A	Vormann Type 2 (Ref 70923 000) galvanised steel angle bracket 60 x 60 x 45mm screwed and bolted to timber purlins and pergola slats	No	862		
	<u>Sundries</u>				
B	12 x 30mm Self-drill screws	No	210		
C	12 x 50mm Self-drill screws	No	652		
D	10 x 75mm Galvanised square cup bolt, nut and washer	No	105		
E	10 x 125mm Galvanised square cup bolt, nut and washer	No	326		
	<u>FIREPLACES</u>				
F	Allow the budgetary amount of R15,000.00 (Fifteen Thousand Rand) NET for replacing broken parts of Hydro-fire Deluxe L type fireplace – <u>parts to be supplied by Specialist</u>		Item		15 000 00
	<u>JETMASTER BRAAIS</u>				
	<u>Take out the existing steel braai and replace with new as per the original</u>				
G	Jetmaster 850 Pro Braai grade 3CR12 installed complete in existing opening with round stainless-steel flue pipe with high wind cowl to top, chimney spark arrestor, etc. and insulated all round with fibreglass between stonework and unit – <u>to be supplied and installed by Specialist</u>	No	8		
H	75 x 35mm Mill finish aluminium angle capping screwed to fascia.	m	370		
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Section 1

Bill No. 9

Metalwork

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BILL NO. 10**TILING**

NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill

WALL TILING

600 x 600 x 6mm Thick ceramic tiles to Client's choice (PC Sum R300.00/m² excluding VAT, supplied and delivered to site) fixed with an approved adhesive to existing fibre cement cladding and flush pointed with tinted jointing compound

A On walls m² 71

Ex 300 x 300 x 6mm Thick ceramic tiles to Client's choice (PC Sum R200.00/m² excluding VAT, supplied and delivered to site) fixed with an approved adhesive to existing fibre cement cladding and flush pointed with tinted jointing compound

B 250mm high skirting m 35

Sundries

C Prepare and treat painted fibre cement wall cladding with an approved adhesive bonding liquid to manufacturer's specification to receive tiles (tiles elsewhere measured) m² 79

D Sealing with an approved silicone sealant on both sides of glass shower panel abutting wall, floor and tiles m 78

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Section 1

Bill No. 10

Tiling

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Section 1

Bill No. 11

Plumbing and Drainage

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Item No		Unit	Quantity	Rate	Amount
	<u>BILL NO. 12</u>				
	<u>PAINTING</u>				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	<u>PREPARATORY WORK TO EXISTING WORK</u>				
	<u>Previously painted plastered surfaces</u>				
	Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed, and cracks shall be opened, filled with a suitable filler finished smooth				
	<u>Previously painted metal surfaces</u>				
	Surfaces shall be thoroughly rubbed down. Blistered or peeling paint shall be completely removed to bare metal				
	<u>Previously painted wood surfaces</u>				
	Surfaces shall be thoroughly cleaned down. Blistered or peeling paint shall be completely removed, and cracks and crevasses shall be primed, filled with suitable filler and finished smooth				
	<u>EXTERNAL RE-DECORATION</u>				
	<u>PREVIOUSLY PAINTED WORK</u>				
A	High-pressure water wash timber wood floors and allow to dry prior to treatment	m ²	157		
B	High-pressure water wash part stone gabion wall timber	m ²	117		
C	High-pressure water wash overhead open-slatted timber sun-shading screens/pergolas measured on flat both sides	m ²	321		
	Carried to collection			R	

<u>ON FIBRE CEMENT</u>					
<u>Sanding and applying one universal undercoat on all bare spots and two coats Acrylic PVA paint</u>					
A	Wall cladding	m ²	26		
B	Eaves	m ²	8		
<u>ON WOOD</u>					
<u>Sanding and applying two topcoats "Rystix Penetration Oil" or similar approved</u>					
C	On doors, gates measured on flat both sides	m ²	119		
D	On windows measured on flat both sides	m ²	77		
E	On exterior wood surfaces, i.e. posts, walls, screens, pergolas, etc	m ²	1 196		
F	On ceilings	m ²	106		
G	On floor planks	m ²	157		
H	On Eaves 157	m ²	26		
<u>INTERNAL REDECORATION / PREVIOUSLY PAINTED WORK</u>					
<u>ON OSB TYPE BOARD CEILINGS</u>					
<u>Sanding and applying two coats 'Harlequin Multishield Clear Matt' or similar approved sealant</u>					
J	On ceilings	m ²	560		
<u>ON TIMBER FLOORS</u>					
<u>Sanding by specialist and applying two coats "Wakol PU 280 Polyurethane" epoxy sealer or similar approved</u>					
K	On floors	m ²	172		
<u>ON CORCOLEUM FLOORS</u>					
<u>Sanding by specialist and applying two coats "Wakol PU 280 Polyurethane" epoxy sealer or similar approved</u>					
L	On floors	m ²	210		
Carried to collection				R	

<u>ON PLASTER BOARD</u>					
<u>Sanding and apply one universal undercoat on all bare spots and two coats acrylic PVA paint</u>					
A	On walls	m ²	574		
<u>ON FIBRE CEMENT</u>					
<u>Sanding and apply one universal undercoat on all bare spots and two topcoats "Solidkote UVC Sealer" or similar approved</u>					
B	On bathroom walls	m ²	172		
<u>Sanding and apply one universal undercoat on all bare spots and two topcoats "Plascon "Hardy" D22-7" or similar approved paint</u>					
C	On backsplashes in kitchen	m ²	23		
<u>ON WOOD</u>					
<u>Sanding and applying two topcoats "Rystix Penetration Oil" or similar approved</u>					
D	On posts, beams, etc	m ²	70		
<u>Sanding and applying one universal undercoat on all bare spots and two coats "Plascon Velvaglo" polyurethane paint</u>					
E	On skirtings, rails, etc. not exceeding 300mm girth	m	256		
F	On flush doors measured on flat both sides	m ²	75		
G	On windows	m ²	3		
<u>ON METAL</u>					
<u>Sanding and applying one universal undercoat on all bare spots and two topcoats "Plascon" or similar approved colour black paint</u>					
H	On base plates and wall plates	m ²	13		
<u>Sanding and applying two topcoats "Plascon Heat Resistant" or similar approved paint, colour black</u>					
J	On fireplace and chimney	m ²	36		
Carried to collection				R	

Section 1

Bill No. 12

Painting

COLLECTION

Page No

Amount

Total brought forward from Page No

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Carried Forward to Summary of Section 1

R

Section 1

Bill No. 13

Glazing

COLLECTION

Page No

Amount

Total brought forward from Page No

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Carried Forward to Summary of Section 1

R

Section 1

Bill No. 14

Paperhanging

COLLECTION

Page No

Amount

Total brought forward from Page No

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Carried Forward to Summary of Section 1

R

Section 1

Bill No. 15

Electrical Work

COLLECTION

Page No

Amount

Total brought forward from Page No

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Carried Forward to Summary of Section 1

R

Section 1

Bill No. 16

Provisional Amounts

COLLECTION

Page No

Amount

Total brought forward from Page No

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Carried Forward to Summary of Section 1

R

Bill No					
	<u>SECTION SUMMARY – Main Section</u>				
		Page No		Amount	
1	Preliminaries	--			
2	Demolitions and Alterations	--			
3	Waterproofing	--			
4	Roof Coverings	--			
5	Carpentry and Joinery	--			
6	Ceilings and Partitions	--			
7	Floor Coverings, Wall Linings	--			
8	Ironmongery	--			
9	Metalwork	--			
10	Tiling	--			
11	Plumbing and Drainage	--			
12	Paintwork	--			
13	Glazing	--			
14	Paperhanging	--			
15	Electrical Works	--			
16	Provisional Amounts	--			
	SUB-TOTAL			R	
	Allow the sum of R300 000.00 (Three Hundred Thousand Rand) NET for Contingencies to be used as directed by the Principal Agent and deducted in whole or in part if not required.	Item			300 000 00
	SUB-TOTAL			R	
	Add VAT @ 15%			R	
	TENDER AMOUNT			R	

PART C5: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

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INTRODUCTION

In terms of the Construction Regulation 5(1) b the client, is required to compile a Health & Safety specification for any intended project and provide such specification to any prospective contractor and designers. The contractor, on appointment shall submit a Health & Safety plan which shall address the requirements of this specification.

This specification objective is to ensure that the contractor(s) entering into a contract with CAPE NATURE achieve an acceptable level of OH&S performance. This document forms an integral part of Project Information and the contract. Principle and other contractors should make it part of any contract that they may have with their contractors and /or suppliers.

Compliance with this document does not absolve the client from complying with minimum legal requirements and the client remains responsible for the health & safety of his employees and those of his mandatories. Cape Nature reserves the right to audit, monitor and where necessary regulate the site work activities of any principal contractor or appointed subcontractor as per Construction Regulation 5(1) (o) and section 5 of this document.

SCOPE AND DESCRIPTION OF PROJECT

Client:	CAPE NATURE
Principle Contractor:	
Sub-contractor/(s):	
Project Location:	KOGELBERG NATURE RESERVE
Project Duration:	
Project Description:	REPAIRING AND UPGRADING SELF-CATERING ECO CABINS AND ECO SWIMMING POOL
Project Equipment:	
Existing Services / Structures:	
Total Number of Workers:	

DEFINITIONS

The definitions as listed in the OHS Act and Construction Regulations 84 of 7 February 2014 shall apply. Therefore, all references to the old Construction Regulations will change to the new Construction Regulations.

Client: means any person for whom construction work is being performed.

Principal Contractor: means an employer appointed by the client to perform construction work.

Contractor: means an employer who performs construction work;

Construction work: means any work in connection with,

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Competent person: means a person who,

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

Designer: means

- (a) competent person who
 - i.) prepares a design;
 - ii.) checks and approves a design; or
 - iii.) arranges for any person at work under his or her control to prepare a design
 - iv.) including an employee of that person where he/she is the employer or
 - v.) designs temporary work, including its components,
- (b) an Architect or Engineer contributing to, or having overall responsibility for a design;
- (c) a building Services Engineer designing details for fixed plant;
- (d) a Surveyor specifying articles or drawing up specifications.
- (e) A Contractor carrying out design work as part of a design and building project; or
- (f) an Interior Designer, Shopfitter or Landscape Architect;

Fall prevention equipment means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;

Fall arrest equipment means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.

Hazard: means a source of or exposure to danger

Hazard identification: means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed

Risk assessment means the process contemplated in paragraph 10 of the specifications.

Excavation work: means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.

Ergonomics: means the application of scientific information concerning humans to the design of objects, systems and the environment for human use to optimise human well-being and overall system performance.

APPLICABLE LEGISLATION

This document is to be read and understood in conjunction with the following, inter- alia:

- (a) Occupational Health and Safety Act 85 of 1993 (OHS Act)
- (b) National Building Regulation Act 103 of 1977
- (c) Construction Regulations, 2014
- (d) SANS codes referred to by the OHS Act.
- (e) Contract Documents
- (f) Basic Conditions of Employment Act 75 of 1997
- (g) National Environmental Management Act 107 of 1998
- (h) National Environmental Management: Waste Management Act 59 of 2008
- (i) National Water Act 36 of 1998
- (j) Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993
- (k) Road Traffic Act 29 of 1989
- (l) The Constitution of the Republic of South Africa Act 108 of 1996

APPLICATION FOR CONSTRUCTION WORK

The intended construction work falls within the scope of “construction work” as defined in the Construction Regulations, 2014 made under the Occupational Health and Safety Act 1993, as amended (“OHS Act”)

PERMIT TO WORK

Where the construction works;

- (i) Exceeds 180 days;
- (ii) Involves more than 1800 person days of construction work; or
- (iii) The works contract is equal to or exceeds R3.5 Million or Construction Industry Development Board grading level 3 CSIR as the client, must at least 30 days prior to construction work; apply to the DoL for a construction work permit in the form of CR Annexure 1.

NOTIFICATION OF CONSTRUCTION

(Construction Regulation 4)

The Principal Contractor who intends to carry out any construction work must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—

- (a) include excavation work;
- (b) include working at a height where there is risk of falling;

- (c) include the demolition of a structure; or
- (d) Include the use of explosives to perform construction work.

RESPONSIBILITIES

DUTIES OF CLIENT

(Construction Regulation 5)

a client must-

- (a) prepare a baseline risk assessment for an intended construction work project;
- (b) prepare a suitable, sufficiently documented and coherent site-specific health and safety specification for the intended construction work based on the baseline risk assessment contemplated in paragraph (a);
- (c) provide the designer with the health and safety specification contemplated in paragraph (b);
- (d) ensure that the designer takes the prepared health and safety specification into consideration during the design stage;
- (e) ensure that the designer carries out all responsibilities contemplated in regulation 6;
- (f) include the health and safety specification in the tender documents;
- (g) ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures;
- (h) ensure that the principal contractor to be appointed has the necessary competencies and HSE Resources to carry out the construction work safely;
- (i) take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with these Regulations;
- (j) ensure before any work commences on a site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- (k) appoint every principal contractor in writing for the project or part thereof on the construction site;
- (l) discuss and negotiate with the principal contractor the contents of the principal contractor's health and safety plan contemplated in regulation 7(1), and must thereafter finally approve that plan for implementation;
- (m) ensure that a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor;
- (n) take reasonable steps to ensure that each contractor's health and safety plan contemplated in regulation 7(1)(a) is implemented and maintained;
- (o) ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- (p) ensure that a copy of the health and safety audit report contemplated in paragraph is provided to the principal contractor within seven days after the audit;
- (q) stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site;
- (r) where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate HSE Resources available to the principal contractor to execute the work safely; and
- (s) Ensure that the health and safety file contemplated in regulation 7(1) (b) is kept and maintained by the principal contractor.

DUTIES OF THE PRINCIPAL CONTRACTOR AND CONTRACTOR

(Construction Regulation 7)

The Principal Contractor must:

- (a) Provide and demonstrate to the client a suitable, sufficiently documented and coherent site-specific health and safety plan, based on the client's documented health and safety specifications. The plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the Principal Contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, which must be made available on request to an inspector, the client, the client's agent or Contractor; and
- (c) On appointing any other Contractor, in order to ensure compliance with the provisions of the Act—
 - i.) Provide contractors who are tendering to perform construction work for the Principal Contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
 - ii.) Ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
 - iii.) Ensure that no contractor is appointed to perform construction work unless the Principal Contractor is reasonably satisfied that the contractor that he/she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
 - iv.) Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
 - v.) Appoint each contractor in writing for the part of the project on the construction site;
 - vi.) Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
 - vii.) Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the Contractor and Principal Contractor, but at least once every 30 days;
 - viii.) Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the Principal Contractor's health and safety plan or which poses a threat to the health and safety of persons;
 - ix.) Where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely; and
 - x.) Discuss and negotiate with the contractor the contents of the health and safety plan and must thereafter finally approve that plan for implementation;
- (d) Ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan is available on request to an employee, an Inspector, a Contractor, the Client or the Client's Agent;
- (e) Hand over a consolidated health and safety file to the client upon completion of the construction work and must, in addition to the documentation include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- (f) In addition to the documentation required in the health and safety file, include and make available a comprehensive and updated list of all the Contractors on site accountable to the Principal Contractor, the agreements between the parties and the type of work being done; and

- (g) Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

The Principal Contractor must take reasonable steps to ensure co-operation between all contractors appointed by the Principal Contractor to enable each of those contractors to comply with this specification.

No contractor may allow or permit any employee or visitor to enter the site, unless that employee or visitor has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry and must ensure all have the necessary personal protective equipment.

The Contractor must prior to performing any construction work:

- (a) Provide and demonstrate to the Principal Contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the client's health and safety specification. The aforementioned plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- (b) Open and keep on site a health and safety file, which must include all documentation required in terms of the Act and this specification, and which must be made available on request to an Inspector, the Client, the Client's Agent or the Principal Contractor;
- (c) Before appointing another contractor to perform construction work, be reasonably satisfied that the contractor that he/she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- (d) Co-operate with the Principal Contractor as far as is necessary ensuring all comply with the provisions of the Act; and
- (e) As far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out construction work on the site, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where the contractor appoints another contractor to perform construction work, the duties determined in **section 5** of this document applies to the contractor as if he/she were the Principal Contractor.

A Contractor must at all times keep records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the principal contractor.

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

(Construction Regulation 8)

The Principal Contractor must in writing appoint one full-time competent person as the Construction Manager with the duty of managing all the construction work on a single site, including the duty of ensuring Occupational Health and Safety compliance, and in the absence of the Construction Manager an alternate must be appointed by the Principal Contractor.

The Principal Contractor must upon having considered the size of the project, in writing appoint one or more assistant Construction Managers for different sections thereof: Provided that the designation of any such person does not relieve the Construction Manager of any personal accountability for failing in his or her management duties in terms of this regulation.

No Construction Manager appointed under paragraph 6 above may manage any construction work on or in any construction site other than the site in respect of which he/she has been appointed.

A Contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site.

No Contractor may appoint a Construction Health and Safety Officer to assist in the control of health and safety related aspects on the site unless he/she is reasonably satisfied that the construction health and safety officer that he/she intends to appoint has necessary competencies and resources to assist the Principal Contractor

A Construction Manager must in writing appoint Construction Supervisors responsible for construction activities and ensuring Occupational Health and Safety compliance on the construction site.

A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the Construction Supervisor contemplated in **paragraph 6** above, and every such employee has, to the extent clearly defined by the Principal Contractor in the letter of appointment, the same duties as the Construction Supervisor: Provided that the designation of any such employee does not relieve the Construction Supervisor of any personal accountability for failing in his or her supervisory duties in terms of this section in the specification.

No Construction Supervisor appointed under paragraph 6 above may supervise any construction work on or in any construction site other than the site in respect of which he/she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed Construction Supervisor may supervise more than one site.

REGISTRATION WITH THE WORKMEN'S COMPENSATION OR LICENSED INSURER

The Principal Contractor(s) must ensure that CAPE NATURE is provided with a valid letter of good standing, including a registration number with the Compensation for Occupational Injury and Diseases Fund or an alternative scheme approved in writing by the Commissioner to the COID Fund, at least 10 days prior commencement of construction work. It must remain the Principal Contractor's responsibility to furnish Cape Nature with a valid letter of good standing or keep a copy available for perusal by a Client, Client Representatives or any other person authorised thereto.

MANDATORY AGREEMENT

A duly signed mandatory form also referred to as 'OHS Act section 37.2 must be obtained from CAPE NATURE Safety Department. It must be signed and returned to CAPE NATURE by the Principal Contractor at least 5 days prior to commencement of construction work. The Principal Contractor must ensure that all its contractors have completed a similar document, and a proof of such signed documents is submitted to CAPE NATURE for reference purposes.

ASSIGNED PERSON IN TERMS OF OCCUPATIONAL HEALTH & SAFETY ACT OF 1993 & APPLICABLE REGULATIONS

A written letter of appointment must be forwarded to CAPE NATURE duly signed by responsible persons at least 3 days' prior commencement of construction work for the following duties:

The competency of each member must be provided and should include knowledge, training, experience & qualifications specific to the appointment. (where applicable)

(Further appointments could become necessary as the project progresses and as per the requirements of OHS Act 85/1993)

- (a) Person assigned duties in terms of the 16.2 appointees of the Act
- (b) Construction Manager CR8(1)
- (c) Assistant Construction Manager CR8(2) - *where applicable*
- (d) Full-time or part-time Construction Safety Officer CR8(5)
- (e) Construction Supervisor CR8(7))
- (f) Assistant Construction Supervisor CR8(8) - *where applicable*
- (g) Risk Assessor CR9(1)
- (h) Fall Protection Developer/Planner CR10(1) - *where applicable*
- (i) Temporary Works Designer CR11(1) - *where applicable*
- (j) Temporary Works Supervisor CR11(2) - *where applicable*
- (k) Excavation Supervisor CR13(1) a) - *where applicable*
- (l) Demolition Work Supervisor and Controller CR14(1) - *where applicable*
- (m) Scaffolding Supervisor CR16(1) - *where applicable*
- (n) Scaffolding Team leader CR16(1) - *where applicable*
- (o) Scaffolding Inspector CR16(1) - *where applicable*
- (p) Scaffolding Erector CR16(1) - *where applicable*
- (q) Construction Vehicles and Mobile Plant Operator CR23(1)d(i) - *where applicable*
- (r) Temporary Electrical Installations Controller CR24(c) - *where applicable*
- (s) Portable Electrical Equipment Supervisor CR24(d) - *where applicable*
- (t) Fire Equipment Inspector CR29(h) - *where applicable*
- (u) First Aider GSR3(4) -- *where applicable*
- (v) Stacking Supervisor (CR28(a)) (GSR2(a))
- (w) Gas Cutting/Welding Supervisor (GSR9(a) - *where applicable*
- (x) Ladder Supervisor and Inspector (GSR13(a) - *where applicable*
- (y) Lifting Machine Inspector (DMR18(7) - *where applicable*
- (z) Lifting Tackle Inspector (DMR18(10)e) - *where applicable*
- (aa) Lifting Machine Supervisor (DMR18(11) - *where applicable*
- (bb) Supervisor of Machinery (GMR1) - *where applicable*
- (cc) Safety Representatives (OHS Act Sec.17 - *where applicable*
- (dd) Hazardous Chemical Substances Controller/Co-ordinator HCSR10 - *where applicable*
- (ee) Incident Investigator (GAR9(2))

HEALTH AND SAFETY DOCUMENTATION

The Principal Contractor must provide and demonstrate to CAPE NATURE a suitable, sufficiently documented and coherent site-specific health and safety plan, based on CAPE NATURE's documented health and safety specifications. The health and safety plan must include but not limited to the following during tendering process, before commencement of construction work and during construction:

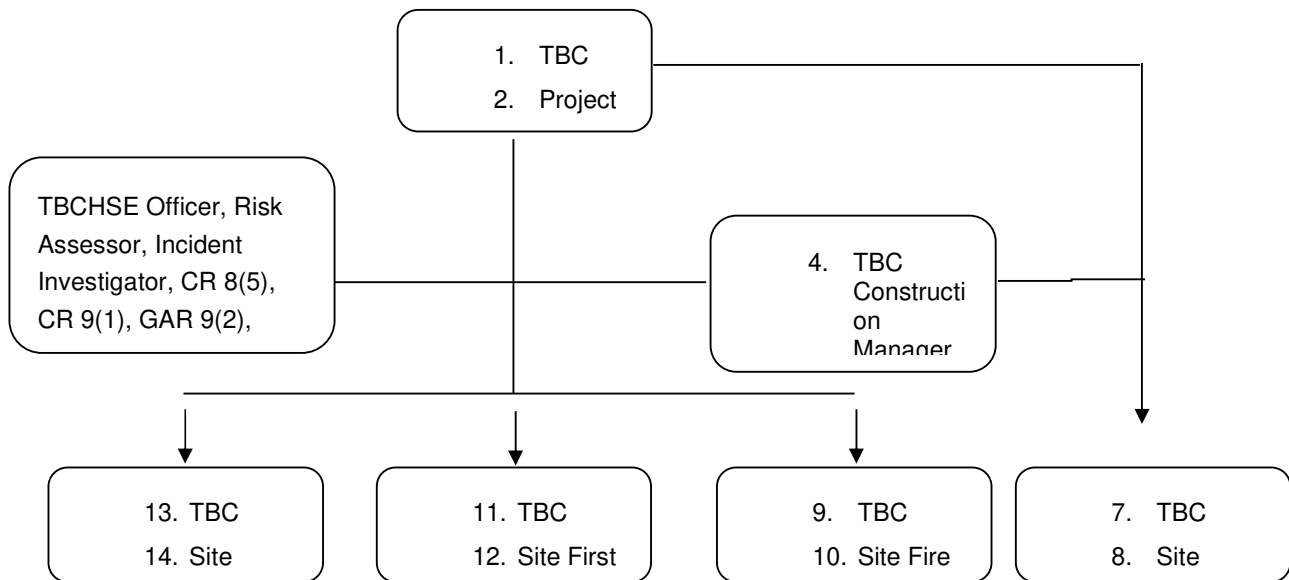
Principal Contractor's Health & Safety Policy

The Principal Contractor must provide a health & safety policy signed by the Chief Executive Officer (CEO) which outlines Principal Contractor's commitment towards health and safety

Health and Safety Organogram

The Principal Contractor must provide a health & safety organogram which outlines related appointments in terms of the OHS Act and applicable Regulations. Contact numbers should also be provided for easy reference.

Project HSE Structure Organogram



RISK ASSESSMENT

(Construction Regulation 9)

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

- (a) the identification of the risks and hazards to which persons may be exposed to;
- (b) an analysis and evaluation of the risks and hazards identified based on a documented method;
- (c) a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- (d) a monitoring plan; and
- (e) a review plan.

A Contractor must ensure that:

- (f) as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment
- (g) that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site
- (h) Principal Contractor must ensure that all Contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site
- (i) consult with the health and safety committee or, if no health and safety committee exist, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site
- (j) copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any Principal Contractor, any employee, a

- representative trade union, a health and safety representative or any member of the health and safety committee
- (k) review the relevant risk assessment—
 - i. where changes are affected to the design and or construction that result in a change to the risk profile; or
 - ii. when an incident has occurred.

All risk assessments are to be conducted by a competent person as appointed under the paragraph and regulation of this document. The plan must include a declaration in this regard, or the risk assessment must contain the signature(s) of these appointed persons.

Risk assessments are to highlight **safety, and health and environmental risks/ hazards associated with the project activities / tasks**

SAFE WORK PROCEDURES

A Safe Work Procedure must be developed by each contractor for all construction work activities. CAPE NATURE may also request site specific Safe Work Procedures for all work during the Project. High risk activities introduced by contractors must be documented in their HSE Plan and/or associated Safe Work Procedure.

Safe Work Method Statement requirement list;

- (a) Description of work
- (b) Sequence of operations
- (c) Controls and monitoring
- (d) Plant inspection
- (e) Operator training
- (f) List of proposed Hazardous Chemical Substances to be used with MSDS's
- (g) Safety of public, visitors, Landowners and their workers, third parties.
- (h) Environmental controls (if required)
- (i) First Aid requirements
- (j) Emergency Procedures
- (k) Prescribed PPE for the task at hand
- (l) Notification of HSE, local authority and Environmental Agencies (if required)
- (m) Permit requirements (if required)
- (n) Person responsible for risk control implementation.
- (o) Training attendance register attached to all Risk assessment
- (p) Communication and acceptance by staff

METHOD STATEMENT

Where risks are high, more detailed planning is needed to manage the hazards and control those risks. the method statement will plan out the work in a logical sequence, providing information on the controls and precautions (that you identified in the risk assessments) required at each step. For example, the risk assessment might say that supervision is required for the task. The method statement will then go into further details about who will be the supervisor, their contact details and qualifications etc.

Your method statement doesn't have to be a lengthy document, but it should contain all the information you need to communicate how to do the work safely. The information should be clear and concise. At times it can be helpful to include drawings or pictures in your method statement to explain something and reduce confusion.

The method statement shall contain information about a task or activity such as:

- (a) The specific activity the method statement is for
- (b) A description of the work
- (c) Start date and duration of the task
- (d) Hours of work
- (e) The hazards associated with the site and environment
- (f) References to other documents such as risk assessments that apply to the task
- (g) PPE requirements
- (h) Management arrangements
- (i) Monitoring arrangements
- (j) Emergency procedure

FALL PROTECTION PLAN

(Construction Regulation 10)

A Contractor must

- (a) designate a competent person to be responsible for the preparation of a fall protection plan;
- (b) ensure that the fall protection plan contemplated above is implemented, amended where and when necessary and maintained as required; and
- (c) take steps to ensure continued adherence to the fall protection plan.

The Fall Protection Plan must include

- (a) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
- (b) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
- (c) a programme for the training of employees working from a fall risk position and the records thereof;
- (d) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
- (e) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.

A Contractor must ensure that:

- (a) **The Construction Manager** appointed under **Construction Regulation 8(1)** is in possession of the most recently updated version of the fall protection plan.
- (b) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
- (c) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in above;
- (d) fall prevention and fall arrest equipment are
 - (i) approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
- (e) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment

OCCUPATIONAL HEALTH & SAFETY FILE

(Construction Regulation 7)

The Occupational Health and Safety File

The Principal Contractor will keep an Occupational Health and Safety File on site containing the following documents (where applicable) as a minimum:

- Accident/Incident Register. (Annexure 1 of the General Admin Regulations)
- Health and safety Representatives Inspections Register.
- Mobile Plant Inspection.
- Mobile Plant Inspection maintenance or service history (last 3 month)
- Daily Inspection of Vehicles.
- Vehicle maintenance or service history (last 3 months)
- Demolition Inspection Register.
- Electrical Installations, Equipment & Appliances. (including Portable Electrical Tools)
- Excavations Inspection.
- Fall Protection Inspection Register.
- First Aid Box Contents.
- Fire Equipment Inspection & Maintenance.
- Hazardous Chemical Substances Record (MSDS)
- Ladder Inspections.
- Lifting Equipment Register.
- Machinery Safety Inspection Register. (incl. machine guards, lockouts etc.)
- Scaffolding Inspections.
- Stacking & Storage Inspection.
- Inspection of Structures.
- Inspection of Pressure Equipment.
- Welding Equipment Inspections.
- Company Policies (H&S, smoking, drugs & alcohol abuse, etc.)
- Staff medical fitness tests or records
- Staff copy of ID
- Staff induction records
- Staff PPE issue records (current issue for project)
- Valid staff competency certificates
- Valid equipment certificates (where applicable)
- Valid Letter of good standing (COIDA)
- Valid Third-party insurance certificate
- Project specific organogram
- Risk Assessments
- Method Statements
- Safe work Procedures
- All other applicable records.

HEALTH AND SAFETY REPRESENTATIVES

The Principal Contractor must ensure that Health and Safety Representative(s) is/are elected and delegated in writing and necessary training has been provided by a competent person where there are more than 20 employees at the workplace. A proof of training certificate must be provided to CAPE NATURE.

Health and Safety Representatives must conduct monthly inspections by completing a checklist developed by the Principal Contractor. Safety defects noted must be recorded and reported to the supervisor for remedial action. Health and Safety Representative Inspection findings must be made available to CAPE NATURE for reference for audits purposes.

Health and Safety Representatives and their reports must form part of the safety committee which must meet on a monthly basis.

The Principal Contractor must hold health and safety committee meetings on site. Minutes of such meetings and action taken by management must be kept on file and made available to CAPE NATURE for reference purposes. Members of the committee must receive proper training, and a proof of such training must be made available.

The Committee must consider, at least, the Following Agenda:

- Opening & Welcome
- Present/ Apologies/ Absent
- Minutes of previous Meeting
- Matters Arising from the previous Minutes
- OH&S Reps Reports
- Incident Reports & Investigations
- Incident /Injury Statistics
- Other Matters
- Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
- Close/Next Meeting

The Principal Contractor must ensure that CAPE NATURE Safety Department is invited to such meetings. These meetings do not substitute for Principal Contractor's Site meetings.

HEALTH & SAFETY TRAINING

Environmental, Health and Safety Induction

The Principal Contractor must conduct an induction training session prior commencement of construction work. An attendance register must be kept in the Principal Contractor's health and safety file.

Induction Conducted by the Principal Contractor and Competent Person

A manual /copy of such training must be provided to CAPE NATURE for reference purposes. As determined by the risk assessment. The Principal Contractor must ensure that all employees under his/her control are trained by a competent person and a proof of such training is kept on file for reference.

Toolbox Talks

The Principal Contractor must ensure that employees attend a formal Toolbox Talk to be held at least once a week. Toolbox Talks must cover a wide variety of topics related to health and safety. An attendance register must be completed by employees who attended such talks. The register must indicate the topic covered presenter, date and signatures of employees attended. Records for Toolbox Talks must be kept in a health and safety file and be made available to CAPE NATURE for perusal.

First Aid Training

The Principal Contractor must appoint competent First Aider(s) in writing where more than 10 employees are employed. A letter of appointment must be kept on file for reference made available to CAPE NATURE Safety. Duly designated First Aider(s) must have attended training at an accredited institution prior commencement of construction work and a proof of certificate be submitted to CAPE NATURE for reference.

The Principal Contractor must ensure that the first aid box(s) is/are controlled by qualified First Aider(s) and kept fully stocked with necessary first aid contents related to the hazards and risks identified. A first aid box(s) must be accessible, and location of such box(s) is clearly displayed on site.

FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that adequate fire equipment is provided in strategic places (that is, where there is a mobile distribution board, flammable liquids, pressure equipment, confined spaces, hot work). The Principal Contractor must ensure that such equipment is inspected by a competent person monthly and such inspections are recorded on a register. The Principal Contractor must ensure that all fire equipment is serviceable, and person(s) have been properly trained on how to use the equipment. A proof of such training must be provided prior commencement of construction work.

EMERGENCY PREPAREDNESS

The Principal Contractor must provide CAPE NATURE with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure must be communicated to employees and a proof of such training must be kept on file for reference. A list of emergency contact numbers must be conspicuously displayed on site for ease reference. An evacuation plan must be displayed in strategic places.

The Principal Contractor must provide CAPE NATURE Safety with a full record of any incidents which may occur on site.

INCIDENTS/ACCIDENTS REPORTING AND INVESTIGATION

The Principal Contractor must ensure that all incidents/accidents (this includes near miss, first aid cases and section 24 cases) are reported by employees immediately to the Construction Manager for further investigation and remedial action. The Principal Contractor must ensure that all OHS Act section 24 incidents/accidents are reported to the Department of Labour immediately and preliminary investigation is conducted by a competent person within seven days.

If construction work will be finished within 3 days after occurrence, an investigation must be conducted before such construction work is completed. Proof of such investigation must be submitted to CAPE NATURE immediately or within 24 hours after investigation.

All incidents are to be reported within 4 hours of the occurrence to Cape Nature respective representative

PERSONAL PROTECTIVE EQUIPMENT

The Principal Contractor must ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records must be provided by the Principal Contractor prior to the commencement of construction work. The Principal Contractor must ensure that personal protective equipment or clothing is provided to personnel. The Principal Contractor must ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing. The Principal Contractor must ensure that PPE is kept in good working order and clearly stipulate procedures to be followed when PPE is lost or stolen, worn or damaged. CAPE NATURE will remove any person from the construction site who is working without necessary personal protective equipment and/or clothing.

The following minimum PPE shall be used at all times;

- Reflector vests
- Dust Masks (where applicable)
- Safety Glasses

- Steel toe safety boots
- Overall

All staff shall be trained on the use and limitations of PPE before commencement of the project.

FALL PROTECTION (WORKING IN ELEVATED POSITIONS)

(Construction Regulation 10)

A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position be wearing and using a full body harness that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge.

In addition, any platform, slab, deck or surface forming an edge over which a person may fall must be fitted with guard rails at two different heights as prescribed in SABS 085' Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding

Workers working in elevated positions must be trained to do this safely and without risk. Proof of training must be maintained on the contractors site safety file. Medical certificates of fitness for all employees working in elevated positions must be available on site. This must be issued by an Occupational Health Practitioner.

Where work on roofs is carried out, the Risk Assessment must take into account the possibility of persons falling through fragile material, skylights, soffits and openings in the roof, steel support work trusses and purlins so designed as to support the roof structure.

Working overhead

Articles falling from heights can cause serious injuries. Employees working overhead shall ensure that materials and tools are properly secured to prevent articles falling.

"Men Working Above" signs shall be displayed in the appropriate places.

Where there is danger of falling material, fence off the area in danger and erect safety signage warning of "Falling Objects".

Material shall not be thrown from aloft but shall be lowered in a safe manner - use a securely fixed rope to lower it.

Roofing and cladding work

Safe access must be provided for gaining access on to the roofs. The Contractor must provide ladders, scaffolds or a man cage, cherry picker or scissor lift for this purpose.

A lifeline, consisting of a steel wire rope, the diameter calculated to suit the span and the number of persons attached to it, is to be erected on the ridge of the structure, using a safety block/ self-retracting life retracting lifeline (To be erected and placed on register and checked daily by a competent person).

No work will be permitted during rain or when wind speeds exceed 30 Km/h. - This is only a guide it will also depend on risk assessment and working conditions. The responsible person will enforce this with the delegated authority on Site.

Bundles of roof sheeting stacked on the roof must conform to the following:

- Only sufficient bundles to be stacked on the roof to meet immediate needs. Other bundles to remain stacked on the ground until required. Method statement to be provided.
- Bundles of sheeting to be secured by means of 20mm steel strapping applied with a strapping tool.
- Securely tied to the rafters so as to prevent sheets being blown from the roof during high winds.
- No material may be stored on the roof over weekends and holiday breaks

Edge protection

The Principal Contractor must ensure that all exposed edges and floor openings are guarded and always demarcated until permanent protection has been erected. Guardrails used for edge protection must be 500mm and 900mm apart (double railing) above the platform/ floor surface.

The Principal Contractors fall protection plan must include the procedure to be followed regarding the management of edge protection and penetration.

RISK ASSESSMENT FOR CONSTRUCTION WORK

(Construction Regulation 9)

Every Contractor performing Construction work shall, before the commencement of any construction work and during such work, have a Risk Assessment performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan.

Each activity must define individual tasks associated with that identified activity. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not missed.

The Risk Assessment must include:

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified
- A documented plan and applicable safe work procedures (SWP) to mitigate, reduce or control the risks and hazards that have been identified
- A monitoring plan and
- A review plan

A Contractor must ensure that:

- As far as is reasonably practicable ergonomic related hazards are analysed, evaluated and addressed.
- All employees under his/her control are informed, instructed and trained by a competent person regarding any hazards
- A Principal Contractor must ensure all Contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences.
- Consult with health and safety committee on monitoring and review risk assessment on site.
- Ensure a copy of risk assessments is available for inspection.
- Review relevant risk assessments where changes are affected to the design or construction that result in a change to the risk profile or when an incident occurred.

N.B. A risk assessment will be performed for all unplanned work and submitted to CAPE NATURE for approval prior to work commencing.

STRUCTURES

(Construction Regulation 11)

The Contractor will ensure that in terms of Construction Regulation 11 the following is adhered to:

- That the structure on/in which works are to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction/demolition/renovations work processes.
- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to demolition and construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.
- He/she has received from the designer the following information:
- Information on known or anticipated hazards relating to the construction/demolition work and the relevant information required for the safe execution of the construction/demolition work.
- A geo-scientific report (where applicable).
- The loading the structure is designed to bear.
- The methods and sequence of the construction/demolition process.
- All drawings pertaining to the design are on site and available for inspection.

The structural engineer shall carry out inspections at appropriate and sufficient intervals with visual evidence (before, during and after) of the construction work involving the design of the relevant structure to ensure compliance with the design and record the results of these inspections in writing.

TEMPORARY WORK

(Construction Regulation 12)

Temporary work must be carried out under the supervision of a competent person designated in writing.

Temporary works structures must be so designed, erected, supported, braced and maintained such that it will be able to support any vertical or lateral loads that may be applied.

No load is to be imposed onto the structure that the structure is not designed to carry.

Temporary works must be erected in accordance with the structural design drawings for that temporary works and, if there is any uncertainty, the designer must be consulted before proceeding with the erection/use of the temporary works.

All design drawings pertaining to the temporary works must be kept available on site.

All equipment used in the erection of temporary works must be checked by a competent person before use.

The foundation or base upon which temporary works is erected must be able to bear the weight and keep the structure stable.

Employees erecting temporary works must be trained in the safe work procedures for the erection, moving and dismantling of temporary works.

Safe access/egress (and emergency escape) must be provided for workers.

A competent person must inspect temporary works structures that have been erected before, during and after pouring of concrete or the placing of any other load and thereafter daily until the temporary works is stripped.

The results of all inspections must be recorded in a register kept on site.

The temporary works must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.

Any damaged temporary works must be repaired/rectified immediately Deck panels must be secured against displacement.

The contractor must ensure that no employee is exposed or required to work on slippery and dangerous surfaces.

Person's health must be protected when use is made of solvents, oils or other similar substances.

Ensuring that the OEL (Occupational Exposure Limit) for any substances that they may be exposed to does not exceed the legal limits and that the necessary PPE is used.

EXCAVATIONS

(Construction Regulation 13)

The Principal Contractor must ensure excavation work is conducted under supervision of a competent person who has been appointed in writing. A letter of appointment must be provided to CAPE NATURE Safety prior commencement of work. A risk assessment outlining safe work procedures to be adhered to if excavation is more than 1.0m deep must be provided to CAPE NATURE prior commencement of work. The Principal Contractor must ensure that no person works in an excavation which is not adequately braced or shored.

The Principal Contractor must ensure that every excavation including bracing and shoring are inspected daily prior each shift starts, and such records are kept on site for reference.

The Principal Contractor must ensure that all precautionary measure as stipulated for confined spaces as stated in the General Safety Regulation of OHS Act 85/1993 are complied with when entering any excavation. The Principal Contractor must ensure that warning signs are conspicuously displayed where excavation work involves the use of explosives and a method statement developed by a competent person is provided to CAPE NATURE prior commencement.

The Principal Contractor must ensure that safe and convenient means of access is provided to every excavation when required. Such access must not be further than 6m from the point where any worker within the excavation is working.

The Principal Contractor must communicate, train and enforce safe work procedures pertaining to excavation work to his/her employees.

No material/equipment/vehicle to be within 3m of the excavation edges.

All excavations must be on register and inspected daily before work commences & after inclement weather by the contractors appointed competent person, declared safe and his findings noted in the said register. All excavation must be barricaded and display the required danger sign.

DEMOLITION WORK

(Construction Regulation 13)

The Principal Contractor must ensure that a detailed structural engineering survey is conducted by a competent person and a method statement on the procedure to be followed is provided to CAPE

NATURE Safety. The Principal Contractor must ensure that demolition work is conducted under the supervision of a competent person appointed in writing.

The Principal Contractor must ensure that safety precautionary measures stipulated in Asbestos Regulations is adhered to if demolition work involves asbestos material and that asbestos work is conducted under the supervision of a registered Asbestos Principal Contractor.

SCAFFOLDING

(Construction Regulation 16)

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085/1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

For example:

- Guard rails and toe boards shall be provided on all outer edges of all scaffolding where a person or an object is working in an elevated position.
- Ladders to be staggered every 2m inside scaffold frame with safe landing platform and a trap door fitted on the working platform.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work or under the supervision of such a person

Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of scaffolding structures must be recorded on the applicable Scaffold register.

Tagging/Signs reflecting the status of the scaffold must be always used and fixed to the structure. (Safe to use / Scaffold not Safe)

On completion of the erection, the Supplier will inspect the structure and will ensure it is in sound working order and complies with all statutory regulations. The Supplier will then issue a Handover Certificate,

Drawings, design and specifications shall be signed by a registered professional engineer.

An inspection of the completed scaffold shall also be inspected by the registered professional engineer for approval prior to use. Should any additional load i.e. a hoist or be added to the scaffold at a later stage, the professional engineer must approve the modification.

CRANES

(Construction Regulation 22)

A Crane permit must be obtained from CAPE NATURE and submitted before erection of crane.

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

- (a) they are designed and erected under the supervision of a competent person;
- (b) a relevant risk assessment and method statement are developed and applied;
- (c) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;

- (d) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
- (e) the mobile crane operators are competent to carry out the work safely; and
- (f) the mobile crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3.

Mobile or truck mounted crane near power lines

No mobile cranes are to be used near overhead power lines until the relevant CAPE NATURE representative has been notified and provided safe access conditions.

Mobile cranes shall be effectively earthed when working in the vicinity of electrical wires. Assume that all-electrical equipment and wires are live and avoid them.

Crane requirements

The following shall apply to any mobile crane used on site, including truck mounted cranes on delivery vehicles:

- Lifts more than 2 tons will only be conducted by a Qualified and appointed Rigger.
- Lifts less than 2 tons may be conducted by a person with a Basic Rigging and slinging certificate.
- All lifts in excess of 5 tons shall only be conducted after a detailed lift plan have been developed with a safe work method statement and risk assessment.
- All lift plans are subject to CAPE NATURE approval.
- Each crane shall have (in the cab or operating area), the following legal documents on site at all times:
 - (a) The latest and up-to-date load certificate of the crane;
 - (b) A record of the 6-monthly inspection of the crane by a registered inspector;
 - (c) The crane operator(s) current crane license;
 - (d) The crane operator(s) medical certificate of fitness issued by an occupational medical practitioner;
 - (e) The inspection registers or certification of 3-monthly inspection of all lifting equipment used with the crane;
 - (f) All Lifting gear will be colour coded on a quarterly basis and recorded on register,
- Where applicable, the method statement for the erection, maintenance, inspections and dismantling of the crane shall include a detailed lifting plan.
- The method statement for safe use of the crane, shall include the method of communication, the protection of fall zones and the method of determining whether the weather permits safe crane work.
- Any fixed crane's load test certificates shall be included in the HSE file.
- All lifting equipment and gear used on site shall be identified, SWL-indicated and listed in a register contained in the HSE file.
- A template inspection register of the lifting gear shall be included in the HSE Plan.
- That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the contractor's HSE file.
-

LIFTING EQUIPMENT, TACKLE, MATERIAL HOIST AND CRANES

The Principal Contractor must ensure that all lifting equipment and tackle are inspected before use and a monthly register is completed by a competent person. Proof of such inspections must be recorded and kept on file for reference. The Principal Contractor must ensure that a safe working load is conspicuously displayed on lifting equipment and tackle and service certificate is provided prior commencement of work. The Principal Contractor must ensure operators are properly trained

on how to operate the above-mentioned equipment and a proof of competency is provided prior commencement of work.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

The Principal Contractor must ensure that safety measures stipulated in Driven Machinery Regulation and Construction Regulation regarding below mentioned equipment are adhered to at all times.

- Where man-lift equipment is used, the principal contractor shall ensure compliance with Driven Machinery Regulation 18 and that competent persons are appointed in writing to ensure:
- That all scissors lifts, cherry pickers, forklift with man-cages or any other lifting machine used to lift personnel are used only by a trained and competent operator in possession of a competency certificate issued by and accredited provider who holds a valid accreditation issued by an authorised body, in terms of the SAQA Act, and who is approved by the Chief Inspector, in terms the Driven Machinery Regulation 18.
- That all lifting machines are load tested and inspected as required in Driven Machinery Regulation 18 and that the records thereof are either with the machine or in the principal contractor's HSE file

CONSTRUCTION VEHICLES & MOBILE PLANT

(Construction Regulation 13)

Construction Vehicles and Mobile Plant may be inspected by CAPE NATURE prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant to be:

- of acceptable design and construction
- maintained in good working order
- used in accordance with their design and intention for which they were designed
- Operated/driven by trained, licensed competent and authorised operators/drivers. No unauthorised persons to be allowed to drive or operate Construction Vehicles and Mobile Plant.
- Operators and drivers of Construction Vehicles and Mobile Plant must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive Construction Vehicles and Mobile Plant.
- fitted with adequate signalling devices to make movement safe including reversing
- excavations and other openings must be provided with sufficient barriers to prevent Construction Vehicles and Mobile Plant from falling into same
- Provided with roll-over protection, appropriate seat fitted which shall be used during Construction Vehicles and Mobile Plant operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/logbook
- Construction Vehicles and Mobile Plant to be fitted with two head and two taillights whilst operating under poor visibility conditions, in addition they shall be equipped with 'hazard warning' lights, which must be used whenever the Construction Vehicles and Mobile Plant is on site.
- No loose tools, material etc. is allowed in the driver/operator's compartment/cabin nor in the compartment in which any other persons are transported
- Construction Vehicles and Mobile Plant used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported

- Operators to be issued with Personal Protective Equipment as required and identified by the Risk Assessments
- Only licensed and road worthy vehicles will be allowed on the public roads

No person may ride on a Construction Vehicles and Mobile Plant except in a safe place provided by the manufacturer for this purpose

The construction site must be organized to facilitate the movement of Construction Vehicles and Mobile Plant so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated

Construction Vehicles and Mobile Plant left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights reflectors or barricades to prevent moving traffic encountering the parked Construction Vehicles and Mobile Plant.

In addition, Construction Vehicles and Mobile Plant left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely

Workers employed adjacent to, or on public roads must wear reflective safety vests

All Construction Vehicles and Mobile Plant inspection records must be kept in the OH&S File.

ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES

(Construction Regulation 24)

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

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

The Principal Contractor must ensure that prior notice is given to CAPE NATURE Maintenance Department of any work involving electrical installation. The Principal Contractor must ensure that a lock-out procedure is adhered to by his/her employees whenever required. The Principal Contractor must ensure that safety measures stipulated in the Electrical Installation Regulations, Machinery Regulations, General Machinery Regulations and Construction Regulations are adhered to at all times.

All electrical installations (new, temporary, alterations) shall be inspected and approved by competent person that is registered to provide a Certificate of Compliance (CoC)

USE AND TEMPORARY STORAGE OF FLAMMABLE LIQUIDS ON CONSTRUCTION SITES

(Construction Regulation 25)

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- No flammable substance is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for that purpose, unless due to imposed controls that the ventilation provided is sufficient to ensure that the Lower Explosive Limit and Lower Fire Limit are not exceeded. Furthermore, that the risk assessments are reviewed to ensure that all the related hazards have been addressed and that adequate P.P.E. is provided.
- The workplace is effectively ventilated. Where this cannot be achieved:
- Employees must wear suitable respiratory equipment
- No smoking or other sources of ignition is allowed into the area
- The area is conspicuously demarcated as "flammable materials"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Department, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g. proper housekeeping
- Flammables stored in a permanent flammables store are stored so that no fire or explosion is caused i.e.: stored in a locked well-ventilated reasonably fire-resistant container, cage or room conspicuously demarcated as "Flammable Store -No Smoking or Naked Lights"
- Adequate and suitable firefighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design, or where necessary, intrinsically safe.
- Any work done with tools in a flammables store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw etc. to be stored together with Flammables
- The flammable store to be designed and constructed so that in the event of spillage of liquids in the store, it will contain the full quantity + 10% of the amount liquid stored.
- Where the use of Bulk Storage facilities is contemplated, the contractor must ensure compliance to the local Authority bylaws.
- A sign indicating the capacity of the store to be displayed on the door
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders
- All permanently installed storage facilities to comply with SANS 10089.

Principal Contractor shall ensure:

The safe use, storage, emergency procedures and safe disposal of hazardous substance. Material Safety Data Sheets (MSDS) shall be supplied with all hazardous materials.

Principal Contractor for recording on the site HCS Register.

Flammable substances must be:

Clearly labelled and stored in suitably sealed containers

When substances are transferred/decanted to a second container, the second container will be clearly labelled with the name and safety risk (e.g. flammable, toxic etc.)

Decanted in bunded areas or drip tray's

Neutralised, contained and suitably disposed of if spilt (if safe to do so). A general emergency spill kit is located at each site office

Emergency Procedures in case of Larger Spills

OBJECTIVES	PROCEDURE	REQUIREMENTS
Isolate the spillage to minimise danger to workers	- Erect a barricade around the spillage. - Evacuate the area if there is danger of fire or fumes. - Notify the fire team. - Treat affected person/s.	- Warning notices, e.g. flammable liquids. - Ropes or chevron tape to barricade the spillage. - PPE to protect persons erecting the barricade. - Assistance from security to secure barricades and keeps people away. - Fire Team.
Confined Spillage	- Isolate the spillage - Prevent or minimise the entry of chemicals into the storm water system or sewage system	- Shovels - Sand or stone dust. - PPE
Clean up spillage	- If the spillage is a fluid, pump the spillage into a suitable container for disposal. - If the spillage is a solid, sweep it up and shovel it into a suitable container for disposal.	- Pumps - Labour - Suitable container - PPE
Disposal	Refer to the MSDS or the suppliers	Refer to the MSDS or the suppliers.
Neutralise any material that cannot be cleaned up	Treat spillage with a suitable neutralising agent; refer to MSDS or supplier	- A supply of a suitable neutralising agent in ready-to- use form. - PPE - A suitable means of testing whether neutralisation has been effective.

HOUSEKEEPING AND GENERAL SAFEGUARDING ON CONSTRUCTION SITES

(Construction Regulation 27)

The Principal Contractor must ensure that suitable housekeeping is continuously implemented on each construction site, including—

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;

- (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- (e) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
- (f) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

The Principal Contractor must ensure that safety precautionary measures stipulated in Environmental Regulations for Workplaces and Construction Regulations and Construction Environmental Specification are adhered to at all times.

STACKING AND STORAGE ON CONSTRUCTION SITES

(Construction Regulation 28)

The Principal Contractor must ensure contractor must ensure that:

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control a competent person is appointed in writing with a duty of supervising all stacking and storage on a construction work or site. A proof of such appointment must be provided prior commencement of construction work. The Principal Contractor must ensure that stacking is conducted under supervision and good housekeeping is always maintained.

FIRE PRECAUTIONS ON CONSTRUCTION SITES

(Construction Regulation 29)

The Principal Contractor must ensure that:

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gases;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—
 - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
 - (ii) there are no flames or similar means of ignition;
 - (iii) there are conspicuous notices prohibiting smoking;
 - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
 - (v) adequate ventilation is provided;
- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting, and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire.
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order.
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof.
- (i) a sufficient number of workers are trained in the use of fire- extinguishing equipment.

- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire.
- (k) the means of escape is kept clear at all times.
- (l) there is an effective evacuation plan providing for all—
 - (i) persons to be evacuated speedily without panic.
 - (ii) persons to be accounted for; and
 - (iii) plant and processes to be shut down; and
 - (m) a siren is installed and sounded in the event of a fire.

Good housekeeping plays a major role in fire prevention.

- All contractors shall every second week arrange a group effort and perform a site wide clean-up operation.
- All flammable and combustible material must be removed daily.
- The minimum amount of flammable liquids (petrol, thinners, paint, oils, greases, etc.) must be brought on to Site and stored securely.
- All required safety signs must be posted if any work is carried out with any flammable, combustible materials i.e. No smoking! No naked flames and no unauthorized entry.
- Supervisors to do constant and regular inspections to ensure adherence of procedures.
- Ensure that fire risk is assessed in all Issue Based Risk Assessments.

CONSTRUCTION EMPLOYEES' FACILITIES

(Construction Regulation 30)

A Contractor must provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- (a) Shower facilities after consultation with the employees or employees' representatives, or at least one shower facility for every 15 persons.
- (b) at least one sanitary facility for each sex and for every 30 workers.
- (c) changing facilities for each sex; and
- (d) sheltered eating areas.

A Contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

LADDERS

The Principal Contractor must ensure that all ladders are numbered, inspected before use and monthly inspections are recorded in a register. The Principal Contractor must ensure that a competent person who carries the above inspections is appointed in writing.

PRESSURE EQUIPMENT

The Principal Contractor must ensure that pressure equipment is identified, numbered and entered in a register. Furthermore he/she must ensure that inspections are carried out and certificates of testing are available and kept on file as per the Regulations.

PUBLIC SAFETY AND SECURITY

The Principal Contractor must ensure that notices and signs are conspicuously displayed at the entrance and along the perimeter fence indicating "No Unauthorized Entry", "Visitors to report to office", "helmet and safety shoes" etc.

Health and safety signage must be well maintained throughout the project. This must entail cleaning, inspection and replacement of missing or damaged signage.

Furthermore, the Principal Contractor must ensure that:

- a) Nets, canopies, fans etc. are provided to protect the public passing or entering the site

- b) A security guard is provided where necessary and provided with a way of communication and an access control measures or register is in place
- c) All visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site.

NIGHT WORK

The Principal Contractor must ensure that necessary arrangements have been made with CAPE NATURE before conducting any night work and that there is adequate lighting for any work to be conducted and failure to do so will result in work being stopped.

Requirements for night work shall be:

- Written authorisation from CAPE NATURE, Client and affected Landowners.
- Approved Method Statement and Risk Assessment.
- Approved Fatigue management plan.
- Sufficient supervisory staff from CAPE NATURE and contractor.
- Sufficient portable lights.
- Sufficient Welfare facilities.
- Sufficient transport for the staff
- Notification to DOL

HIRED PLANT AND MACHINERY

The Principal Contractor must ensure that any hired plant and/or machinery brought to site is inspected by a competent person before use and records confirming that it is safe for use are provided prior usage of such equipment. Such plant or machinery complies at all times with the requirements of the Occupational Health & Safety Act.

The Principal Contractor must ensure that hired operators receive induction prior commencement of work and that said hired operators have proof of competency.

The Principal Contractor must provide information on procedures to be followed in the case of:

- (a) Malfunctioning of equipment; and
- (b) Discovery of a suspected defect in the equipment

ROAD CONSTRUCTION WORK

The Principal Contractor must ensure that construction work conducted on the public road all necessary caution signage, cones, flag man etc. are provided

The caution signage to be conspicuously displayed to warn the drivers of any construction work ahead must be provided at least at 75 m away from the cones; flag man; actual construction works etc.

TRAFFIC MANAGEMENT PLAN

Contractors to develop and implement Traffic Management Plan to reduce traffic congestion and motor vehicle accidents.

Vehicle safety extends to traveling to and from site. Contractors must:

- All drivers will be in a possession of a valid PDP for transportation of passengers and goods.
- Employees shall not be transported to and onto site in the back of LDV's or on trucks, only in approved construction vehicles, taxis or busses.
- Be vigilant for wildlife at dawn, dusk, after a dry spell, during fog (refer to safety alerts)

- Respect other road users. Reduce speed when faced with oncoming traffic, especially on narrow roads, without line delineation or when approaching heavy vehicles.
- Reduce speed when faced with wet conditions, poor road surface conditions such as loose surface material or where potholes are apparent (report poor road surface to the Principal Contractor)
- No employees will be allowed to be transported on the back of any vehicles that is not designed by the vehicle manufacturer for that intended purpose.
- Passengers, goods, tools and equipment shall not be transported together in the back of vehicles.
- Drivers and operators will be appropriately licensed or have proof of competency.
- Always follow instructions by flagman controlling traffic

LIQUOR, DRUGS, DANGEROUS WEAPONS, FIREARMS

The Principal Contractor must ensure that no person is allowed on site that appears to be under the influence of intoxicating liquor or drugs.

The Principal Contractor must encourage his/her workforce to disclose the medication that poses a health and safety threat towards his/her fellow employees. No person must be allowed to enter the site and work if the side effects of such medication do constitute a threat to the health or safety of the person concerned or others at such workplace.

No dangerous weapons or firearms allowed on the construction site.

INTERNAL/EXTERNAL AUDITS

The Principal Contractor must conduct monthly safety, health and environment audits and such records must be kept on site. The Principal Contractor must ensure that corrective measures are taken to ensure compliance.

CAPE NATURE must conduct monthly audits and defects noted must be reported to the relevant Principal Contractor for remedial action. Inspections must be conducted by CAPE NATURE and non-conformances noted must be recorded and provided to the relevant Principal Contractor for remedial action.

The Principal Contractor must ensure that all necessary documents stipulated in this document are kept on the health and safety file and made available when requested.

WORK STOPPAGE

In the event of a work stoppage, based on HSE deficiencies, CAPE NATURE Representative will instruct the Principal Contractor to immediately remove the workforce from the work area and correct the HSE deficiencies by allowing only the people in the area that are competent to make the area safe.

The Principal Contractor shall ensure no other work is being performed during this time. Should the estimated time from the outset to make the area safe be longer than four hours or where life threatening/imminent danger situations exist, then the area will be barricaded off and a sign placed with the wording **"Unsafe Area — Authorized Access Only"**.

Before the workforce is allowed back in the area, the Principal Contractor shall ensure the area is inspected by CAPE NATURE HSE officer, and / or CAPE NATURE representative. The corrective actions taken shall be evaluated. The Principal Contractor shall wait until CAPE NATURE HSE officer, and / or CAPE NATURE Representative declares the area safe for work.

