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# DIHLABENG LOCAL MUNICIPALITY



**DEPARTMENT: PUBLIC WORKS**

**BOHLOKONG: RESEALING OF FOUR TENNIS COURTS**

**TENDER NO: PW 011/2023C**

**BID SUBMITTED BY:**

**NAME OF BIDDING ENTITY :** .....

**ADDRESS :** .....

**CONTACT NUMBER :** .....

**CONTACT PERSON :** .....

**BIDDER CIDB GRADING :** .....

**BID AMOUNT (RATES) :** .....

**ISSUED BY:**

Dihlabeng Local Municipality  
No. 9 Muller Street  
P.O. Box 551  
**BETHLEHEM**  
9700

**Tel. No.:** (058) 303 5732

**Fax No.:** (058) 303 4703

**CLOSING DATE and TIME : 21 December 2023 at 12:00pm**

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| Bidder Initial:..... | Bidder Witness: ..... | DLM initial: ..... | DLM Witness: ..... |

## **BIDDER'S QUESTIONNAIRE**

| NO. | QUESTION   | BIDDER'S RESPONSE |
|-----|--|-------------------|
| 1   | Have you initialed all the pages of the BID document?  | * YES / NO        |
| 2   | Have you completed and signed the Returnable Schedules?  | * YES / NO        |
| 3   | Have you completed/signed and submitted all relevant information as requested by the Evaluation Schedules <b>(as and when required)?</b>   | * YES / NO        |
| 4   | Have you submitted <b>Tax Clearance reference number and tax compliance status pin?</b>  | * YES / NO        |
| 5   | Have you completed and signed the MBD 4 form - Declaration of Interest?  | * YES / NO        |
| 6   | Have you completed the Questionnaire (MBD 5) regarding the declaration for procurement above R10 million and submitted your Company's latest three years audited financial statements <b>(as and when required)?</b>                             | * YES / NO        |
| 7   | Have you taken note of the contents of part 5 of MBD 6.1 to substantiate your B-BBEE rating claims, and have you submitted an <b>original and valid or certified copy</b> of your Company's B-BBEE certificate to qualify for preference points? | * YES / NO        |
| 8   | Have you completed and signed the following forms:<br>- MBD 7.1 Form – Contract form for purchase of goods/works?<br>- MBD 7.2 Form - Contract Form for rendering of Services?<br><b>(as and when required)</b>                                  | * YES / NO        |
| 9   | Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?   | * YES / NO        |
| 10  | Have you completed the Form of Offer (C1.1) in <b>WORDS</b> as well as in <b>FIGURES</b> ?   | * YES / NO        |
| 11  | Have you completed and signed Part 2 of C 1.2 (Contract Data)?   | * YES / NO        |
| 12  | Have you completed the MBD 3.3 form and carried over your tendered price (Vat inclusive) to Form of offer (C 1.1)?   | * YES / NO        |

**\* Delete whichever is not applicable**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

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NAME OF BIDDING ENTITY: .....

| PHYSICAL STREET ADDRESS: | POSTAL ADDRESS: |
|--------------------------|-----------------|
|                          |                 |
|                          |                 |
|                          |                 |
|                          |                 |

TELEPHONE NUMBER : .....

FAX NUMBER : .....

E-mail ADDRESS : .....

\*BID PRICE : .....

\*(Amount brought forward from the Form of Offer and Acceptance)

Signed by authorised representative of Bidding Entity:

SIGNATURE : .....

DATE : .....

Note: should any discrepancy occur between the above amounts and those stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

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## INVITATION TO TENDER DIHLABENG LOCAL MUNICIPALITY

| Bid Name  | Bid No.     | Compulsory Briefing Session   | CIDB Grading  | Evaluation and Adjudication Criteria and Preference Points  | Closing Date     | Enquiries  |
|---|-------------|---|---------------|---|------------------|--|
| Appointment of Service provider for the project:<br><br>Bohlokong: Resealing of four tennis courts. | PW011/2023C | Date<br>08 December 2023<br><br>Time<br>12:00<br><br>Venue:<br>Bakenpark Hall | 2CE or higher | Bids will be evaluated on:<br><br>• <b>Stage 1:</b><br>Responsiveness<br><br>• <b>Stage 2:</b><br>Functionality<br><br>• <b>Stage 3:</b><br>Financial Offer and Preference Evaluation (80/20 Scoring Points)<br><br><b>Stage 4:</b> Risk Analysis | 21 December 2023 | <b>Ms M Moloi</b><br><b>071 029 5535</b><br><a href="mailto:moselam@dihlabeng.co.za">moselam@dihlabeng.co.za</a><br><br><b>Mr T Mokoena</b><br><b>071 921 0478</b><br><a href="mailto:tshepomo@dihlabeng.co.za">tshepomo@dihlabeng.co.za</a> |

The Dihlabeng Local Municipality hereby invites tenders from Contractors with a CIDB grading of 2CE or higher.

Work on this contract will be in terms of the principles laid down by the **Expanded Public Works Programme** whereby the use of sustainable, labour intensive methods utilizing resources from the target community is to be optimized.

Bid documents will be available from **12:00** on **Tuesday 28<sup>th</sup> of November 2023**, upon payment of a cash non-refundable document fee of R1 000,00 per set at the Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700.

**Please note that tender document can also be accessed/download for free on the Dihlabeng Local Municipality website <http://www.dihlabeng.gov.za/strategic-documents/bid-documents> and on eTender Portal.** Tenderers are required to Print and Bind their tender documents after downloading them.

### TENDER CLOSING DATE: 21 December 2023

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and must be sealed together with supporting documents and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in bid box, on the Ground Floor, Dihlabeng Local Municipality, 9 Muller Street, Bethlehem, 9700 not later than **12:00 on or before the date stipulated above.**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria (including Functionality) which are included in the bid documents. The highest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed. Bids completed in pencil will be regarded as invalid bids.

***With effect from 1 July 2016, Dihlabeng Local Municipality must use and verify suppliers registered on the Central SupplierDatabase - <https://secured.csd.gov.za/>.***

**Failure to register will result in Dihlabeng Local Municipality not being able to conduct business with your company/ entity.**

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**Technical Enquiries can be directed to:** Ms. Mosela Moloi on Tel: 071 029 5535 during office hours.

Bids must be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed, together with supporting documents, and externally endorsed **WITH THE CONTRACT NUMBER AND DESCRIPTION** and placed in the **BID BOX No: PW 011/2023C** (as per relevant tender) on the **Ground Floor, Dihlabeng Local Municipality, 9 Muller Street East, Bethlehem**, not later than the closing date and time.

**CLOSING DATE & TIME: Thursday, 21 December 2023 at 12:00pm**

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the tender documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the Dihlabeng Local Municipality.

Bids will be opened in public as soon as possible after the closing time. The municipality reserves the right to reject any and all bids at any time.



## ***T1.2 Tender Data***

The conditions of Tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender makes several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data provided below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

**The additional Conditions of Tender are:**

| <b>Clause number</b> | <b>Tender Data</b> |
|----------------------|--------------------|
|----------------------|--------------------|

|       |   |
|-------|---|
| F.1.1 | The Employer is the Dihlabeng Local Municipality. |
|-------|---|

|       |  |
|-------|--|
| F.1.2 | The Tender document (Volume 1) issued by the Employer comprises: |
|-------|--|

|      |  |
|------|--|
| 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 |
| C1.2 | Contract data                |
| C1.3 | Form of Guarantee            |
| C1.4 | Adjudicator's appointment    |

**Part 2 : Pricing data**

|      |   |
|------|---|
| C2.1 | Pricing instructions                    |
| C2.2 | Activity schedules / Bill of Quantities |

**Part 3 : Scope of work**

|    |               |
|----|---------------|
| C3 | Scope of work |
|----|---------------|

**Part 4 : Site information**

|    |                  |
|----|------------------|
| C4 | Site information |
|----|------------------|

**VOLUME 2:** Book of Drawings

The following documents also form part of the tender and contract, but must be purchased by the tenderer himself.

**VOLUME 3:** General Conditions of Contract for Construction Works (2<sup>nd</sup> Edition, 2010) issued by the South African Institution of Civil Engineering.

**VOLUME 4:** South African National Standards Standardized Specifications for Civil Engineering Construction (SANS 1200)

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- F.1.3 The Employer's agent is :  
**Name :** Mosela Moloi  
**Address:** 9 Muller Street  
 Bethlehem  
 9700  
**Tel :** 0719210478  
**Fax :** 058 303 4703  
**E-mail :** [moselam@dihlabeng.co.za](mailto:moselam@dihlabeng.co.za)
- F.1.5 The lowest or any Tender will not necessarily be accepted. The Employer reserves the right to award the contract for different projects to different bidders.
- F.2.1 Only those bidders who are registered with the CIDB in a contractor grading designation equal to or higher than 2CE; and have adequate experience in the construction of water and/or sewer pipeline are eligible to tender.
- The tender is subjected to invitation only.
- F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
- Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
- F.2.12 No alternative Tender offers will be considered.
- F.2.13.3 Parts of each Tender offer communicated on paper shall be submitted as original, plus 0 copies.
- F.2.13.5 The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:
- Location of Tender box: **Tender Box No: PW 011/2023C, Dihlabeng Local Municipality, Bethlehem.**
- Physical address: **9 Muller Street East, Bethlehem.**
- Identification details: Sealed tenders endorsed: **Tender Reference Number, Title of Tender and the closing date and time of the Tender.**
- Postal address: **PO Box 551, Bethlehem, 9700**
- F.2.15.1 The closing time for submission of Tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will not be accepted.
- F.2.16 The Tender offer validity period is **90 Days**.
- F.2.16.1 Add the following to the clause:  
 If the tender validity expires on a weekend or public holiday, the tender validity period shall remain open until the close of business on the next working day.
- F.2.23 The Tenderer is required to submit Certificates as required under Part 2 – Returnable Documents and Schedules.
- F.3.4 Tenders will be opened immediately after the closing time for bids at the Dihlabeng Local Municipality's offices in Bethlehem.
- F.3.5 The two-envelope system will not be followed for this Tender.
- F.3.6 Add the following to the clause:  
 Accept that failure to submit certificates stated in the Tender Data and failure to complete in
-



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**full the tender document shall result in tender being regarded as non-responsive.**

F.3.11 Tender offers will be evaluated on F.3.11.2 Method 2: Financial offer and preference, using Formula 2, option 1a (table F.1).

**Stage 1 – Tender Responsiveness**

The following submissions are the requirements for evaluating each tenderer for responsiveness. The tenderers who failed to submit the following documents with their tender documents will be automatically disqualified and therefore will not be considered for the next stage:

- (a) Proof of attendance of bid briefing and visit to site (Briefing Session Attendance Form).
- (b) Certificate of Authority for Signatory;
- (c) Joint Venture Agreement and Power of Attorney, in case of Joint Venture;
- (d) Proof of payment (municipal account/statement) of Municipal Services, which is not more than three (3) months old and not more than ninety (90) days in arrears. If Municipal Services are paid by the Lessee, a copy of municipal account/statement and a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached, should the municipal services be paid by the Landlord/owner, a valid Lease Agreement (indicating the municipal account payer and the validity period of the contract) must be attached
- (e) Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
- (f) The bidder must provide a Valid Letter of Good Standing (COIDA).
- (g) The document must be completely filled in Black Ink & corrections are countersigned.
- (h) Bill of Quantities must be completely filled with black ink not pencil
- (i) A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.
- (j) The bidder completed and signed all the prescribed and compulsory bid forms including Compulsory Briefing Session attendance register.
- (k) The bidder submitted valid CIDB grading of **2CE or Higher**.
- (l) The bidder must provide a valid copy of the company's Quality Management System that is currently in implementation.
- (m) Tender documents must be submitted as one (1) original, and one (1) scanned copy (PDF) of the original completed in a flash drive with all exhibits and forms required included in the returnable schedule.

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**Stage 2 – Functionality**

The functionality points will only be used to pre-qualify the bids before scoring for preferences and price points. Please note that bids that score less than 36 points of the maximum points allocated for functionality will automatically be disqualified.

The maximum obtainable points are 60 points (100%); however, a Bid will be disqualified should it fail to meet the minimum threshold for functionality per category/criteria and in total as prescribed in the following table. The minimum threshold required is 36 points (60%) and the minimum per category/criteria as indicated in the "Min Pts. Required per criteria" column. Table below has reference and the points will be allocated as follows:

Functionality will include the following:

| CRITERION               | MAXIMUM POINTS TO BE ALLOCATED |
|-------------------------|--------------------------------|
| Company Experience      | 45                             |
| Experience of Key Staff | 45                             |
| Cash Flow and Programme | 10                             |
| TOTAL                   | 100                            |

**Company Experience**

| Scoring   | Points | Tenderer's experience   |
|-----------|--------|---|
| Poor      | 0      | Bidder has submitted no information or Inadequate information to determine scoring levels.  |
| Fair      | 15     | Bidder has successfully completed at least one (1) civil engineering project with the value more than R 200 000, 00, an appointment letter with a completion certificate, confirming that he has successfully completed the project       |
| Good      | 30     | Bidder has successfully completed at least two (2) civil engineering projects with the value more than R 200 000, 00, an appointment letters with a completion certificates, confirming that he has successfully completed the projects   |
| Excellent | 45     | Bidder has successfully completed at least three (3) civil engineering projects with the value more than R 200 000, 00, an appointment letters with a completion certificates, confirming that he has successfully completed the projects |

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## KEY PERSONNEL

The scoring of the experience of key personnel will be as shown in the table below. Should a tenderer score below the minimum points allowed, this will lead to disqualification.

## FOREMAN

| Scoring | Points | Experience of Site Foreman   |
|---------|--------|--|
| Poor    | 0      | Site Foreman with 0 years to 2 years of relevant construction experience |
| Fair    | 10     | Site Foreman with 2 years to 5 years of relevant construction experience |
| Good    | 15     | Site Foreman with 5 years and more of relevant construction experience   |

## SITE AGENT

| Scoring | Points | Experience of Site Agent   |
|---------|--------|--|
| Poor    | 0      | Site Agent with no Qualification in Civil Engineering  |
| Fair    | 10     | Site Agent with National Diploma in Civil Engineering plus 5 years of relevant construction experience |
| Good    | 15     | Site Agent with B-Tech or BSC in Civil Engineering plus 5 years of relevant construction experience    |

## CONTRACT MANAGER

| Scoring | Points | Experience of Contract Manager   |
|---------|--------|--|
| Poor    | 0      | Contact Manager with no Qualification in Civil Engineering   |
| Fair    | 10     | Contract Manager with National Diploma in Civil Engineering plus 5 years of relevant construction experience |
| Good    | 15     | Contract Manager with B-Tech or BSC in Civil Engineering plus 5 years of relevant construction experience    |

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**CONSTRUCTION PROGRAMME AND CASHFLOW**

| <b>Scoring</b> | <b>Points</b> | <b>PROGRAMME &amp; CASHFLOW</b>                    |
|----------------|---------------|--|
| Excellent      | 5             | Copy of Proposed Implementation Programme attached |
| Excellent      | 5             | Copy of Proposed Cash Flow                         |

A minimum (Marginal) score of 60 points is required for the bid to be considered further. A less marginal score of 59 will lead to an automatic rejection/disqualification for the next stage

**Stage 3: Financial Offer and Preference Evaluation**

Each Bid will be evaluated in terms of price and preference in accordance with the Preferential Procurement Regulations 2022 (Government Gazette Vol. 689 4 November No. 47452 2022)

**80/20 preference point system for acquisition of goods or services with Rand value above R30 000.00 up to Rand value equal R50 million**

1. The following formula must be used to calculate the points out of 80 for price in respect of a quotation/tender with a Rand value above R10 000.00 up to R50 million, inclusive of all applicable taxes:

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

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

- 1.1 A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.
- 1.2 The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.
- 1.3 A bidder must submit proof of its compliant B-BBEE status level of contributor in order to claim points for B-BBEE
- 1.4 Failure to submit proof of B-BBEE or compliant B-BBEE status level of contributor with quotation/tender, will lead to a score of zero (0) and not a disqualification
- 1.5 Proof of locality must be submitted in order to claim point(s) for locality
- 1.6 Failure to submit proof of locality with quotation/tender, will lead to a score of zero (0) and not a disqualification
- 1.7 A bidder that score 0 points for B-BBEE and/ or 0 points for locality must be score for price in addition to points for B-BBEE or locality
- 1.8 Subject to section 2(1)(f) of the Act, the contract must be awarded to the tendering scoring the highest points.

**2. Specific Contract Participation Goals**

- 2.1 the tendering conditions will stipulate the specific goals, as contemplated in section 2(1)d(ii) of the preferential Procurement Act, to be attained
- 2.2 for any tenders a maximum of 20 points (80/20 preference points system) or 10 (90/10 preference points system), will be allocated for specific goals. These goals are:

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- 2.2.1 Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability
- 2.2.2 Local labour, and/ or promotion of enterprise located in the municipal area
- 2.3 Regarding paragraph 6.3.1, 50% of the 20/10 points will be allocated to promoting this goal and points will be allocated in terms of the BBEEE scorecard as follows:

| <b>B-BBEE Status Level of Contributor</b> | <b>Number of points for preference (80/20 system)</b> | <b>Number of points for preference (90/10 system)</b> |
|---|---|---|
| 1   | 10  | 5   |
| 2   | 9   | 4.5   |
| 3   | 8   | 4   |
| 4   | 5   | 2.5   |
| 5   | 4   | 2   |
| 6   | 3   | 1.5   |
| 7   | 2   | 1   |
| 8   | 1   | 0.5   |
| Non-compliant contributor                 | 0   | 0   |

2.4 A bidder must submit proof of its BBEEE status level contributor [scorecard]

2.5 A bidder failing to submit proof of BBEEE status level contributor -

2.5.1 may only score in terms of the 80/90-point formula for price; and

2.5.2 scores 0 points for BBEEE status level contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide thereof.

2.6 Regarding paragraph 6.3.2, 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows:

| Locality of supplier                             | Number of points for locality (80/20) | Number of points for locality (90/10) |
|--|---------------------------------------|---------------------------------------|
| Within the boundaries of Free State              | 4                                     | 2                                     |
| Within the boundaries of Dhlalabeng municipality | 6                                     | 3                                     |
| Historically Disadvantaged Individual            | 10                                    | 5                                     |

2.7 The policy should not include Pre-qualification goals.

2.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

2.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

(i) may only score in terms of the 80/90-point formula for price; and

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- (ii) scores 0 points for the relevant specific goals where the supplier or service provider did not stipulate locality.

2.10 The preference points scored by a bidder must be added to the points scored for price.

2.11 The points scored must be rounded off to the nearest two decimal places.

2.12 The contract must be awarded to the tenderer scoring the highest procurement points

2.13 (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

(i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

**Stage 4: Risk Analysis-Supply Chain Management**

In addition to the evaluation of Responsiveness and Functionality, a risk analysis will be performed to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- a) The Standard Conditions of Bid below ;
- b) Contract data provided by the contractor; and
- c) The contents of the bid returnables which are to be included in the contract.

**Acceptance of Bid Offer**

Bid offers will only be accepted if:

- (a) the Bidder has submitted with his Offer all relevant valid documentation as stated in the document;
- (b) the Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- (c) the Bidder or any of its directors is not listed on the Register of Bid 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; and
- (d) the Bidder has not:
  - (i) abused the Employer's Supply Chain Management System or
  - (ii) failed to perform on any previous contract.

the Bidder has achieved the minimum score of 60 points –All the Attached Certificates certified and traceable.

The number of paper copies of the signed Contract to be provided by the Employer is one.

**ANNEX F: STANDARD CONDITIONS OF TENDER**

*(As published in Annex F of the CIDB Standards for Uniformity in Construction Procurement in Board Notice 86 of 2010 in Government Gazette No 33239 of 26 May 2010))*

**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.

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

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

- a) **Conflict of interest** means any situation in which:
  - i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) An individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer 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; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs



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**F.1.4 Communication and employer's agent**

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

**F.1.5 The employer's right to accept or reject any tender offer**

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

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

**F.1.6 Procurement procedures****F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

**F.1.6.3 Proposal procedure using the two stage-system****F.1.6.3.1 Option 1**

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

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and award the contract in terms of these conditions of tender.

**F.1.6.3.2 Option 2**

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

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

**F.2 Tenderer's obligations****F.2.1 Eligibility**

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

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

**F.2.2 Cost of tendering**

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

**F.2.3 Check documents**

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

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

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

**F.2.5 Reference documents**

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

**F.2.6 Acknowledge addenda**

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

**F.2.7 Clarification meeting**

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

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**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. Erasures and the use of masking fluid are prohibited.

**F.2.12 Alternative tender offers**

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

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

**F.2.13 Submitting a tender offer**

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

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

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

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

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- 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.
- 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.

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**F.2.18 Provide other material**

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

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

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

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

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

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

**F.2.21 Check final draft**

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

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

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

**F.2.23 Certificates**

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

**F.3 The employer's undertakings****F.3.1 Respond to requests from the tenderer**

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

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

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

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven 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.

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**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 and read out valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

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

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

**F.3.5 Two-envelope system**

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

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

**F.3.6 Non-disclosure**

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

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

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

**F.3.8 Test for responsiveness**

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

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- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **F.3.11.2 Method 1: Financial offer**

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

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

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

**TEV = NFO + NP**

Where:

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

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

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

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

**TEV = NFO + NQ**

Where:

**NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
**NQ** is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

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

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

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (**TEV**) in accordance with the following formula:

**TEV = NFO + NP + NQ**



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Where:

- NFO** is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
- NP** is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
- NQ** is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

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

### F.3.11.6 Decimal places

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

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

Score financial offers, preferences and quality, as relevant, to two decimal places.

### F.3.11.7 Scoring Financial Offers

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

$$NFO = W1 \times A$$

Where:

- NFO** is the number of tender evaluation points awarded for the financial offer.
- W1** is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data
- A** is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

### F.3.11.8 Scoring preferences

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

### F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

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Where:

**SO** is the score for quality allocated to the submission under consideration;  
**MS** is the maximum possible score for quality in respect of a submission, and  
**W2** is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### **F.3.12 Insurance provided by the employer**

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**

**F.3.13.1** Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

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

### **F.3.14 Prepare contract documents**

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

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

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

### **F.3.15 Complete adjudicator's contract**

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

### **F.3.16 Notice to unsuccessful tenderers**

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

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

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**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.

## T2.1. List of Returnable Documents

Bidders are required to submit the following returnable documents with their bids, neatly bound in a separate file.

### Returnable Documents

- a) Certified valid tax clearance pin certificate (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No 22549 dated 10 August 2001),
- b) Certified copy of Certificate of Incorporation (if Tenderer is a Company)
- c) Certified copy of Founding Statement (if Tenderer is a Closed Corporation)
- d) Certified copy of Partnership Agreement (if Tenderer is a Partnership)
- e) Certified copy of Identity Document (if Tenderer is a One-man concern),
- f) Joint venture agreement (if the Tenderer is a Joint Venture).
- g) Proof of CIDB Registration (main and sub-contractors)
- h) B-BBEE Status Level Verification Certificate (main and sub-contractors)

## T2.2 List of Returnable Schedules

The bidder must complete the following returnable schedules:

### 1. Returnable Schedules required only for bid evaluation purposes

- Schedule A: Record of Addenda to Bid Documents
  - Schedule B: Proposed Amendments and Qualifications
  - Schedule C: Present Work Commitments
  - Schedule D: Proposed Subcontractors
  - Schedule E: Compliance with OHSA (Act 85 of 1993)
  - Schedule F: Authority of Signatory
  - Schedule G: Invitation to Bid (MBD 1)
  - Schedule H: Tax Clearance Requirements (MBD 2)
  - Schedule I: Declaration of Interest (MBD 4)
  - Schedule J: Declaration for procurement above R10 million (all applicable taxes included) (MBD 5)
  - Schedule K: Preferential Procurement Policy Framework Act, 05 of 2000 and Regulation of 2017 (MBD 6.1)
  - Schedule M: Declaration of Bidder's past Supply Chain Management Practices (MBD 8)
  - Schedule N: Certificate of Independent Bid Determination (MBD 9)
  - Schedule O: Municipal Services, Rates and Taxes Clearance Certificate for Supply Chain Management Purposes
  - Schedule P: Certificate of Authority of an Entity
  - Schedule P1: Certificate of Registration of entity (CIDB and B-BBEE)
  - Schedule Q: Certificate of Bidder's attendance at Compulsory Clarification Meeting
  - Schedule R: Workmen's Compensation registration certificate
  - Schedule S: UIF Registration Certificate
  - Schedule T: Compulsory Enterprise Questionnaire
  - Schedule U: Affidavit of Good Standing that will be incorporated into contract.
  - Schedule V: Schedule of all work Provided for an organ of the state over the last 5 years
  - Schedule W: Banking Details
  - Schedule W1: Declaration of Financial Capacity
  - Schedule X: Schedule of the Tenders Experience
  - Schedule Y: Competency of Key Personnel
  - Schedule Z: Declaration of Available Plant and Equipment to execute the works
  - Schedule AA: Tender Programme
  - Schedule AB: Schedule of Labour Content
  - Schedule AC: Training Schedule
  - Schedule AD: Tax clearance Certificate
  - Schedule AE: Proforma forms to be completed by successful Tender
  - Schedule AF: National Treasury's Central Suppliers Database
  - Schedule AG: Declaration of Solvency or Liquidity
  - Schedule AH: Contract Participation Goals
  - Schedule AI: Public Liability Cover and Quality Management System
- Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2011

### 2. Other documents required only for bid evaluation purposes

- All returnable schedules will be incorporated into the Contract.

### 3. Returnable Schedules that will be incorporated into the contract

- The offer portion of the C1.1 Offer and Acceptance
- C1.2 Data provided by the Contractor
- C2.2 Schedule of Quantities
- C2.3 Summary of Schedules
- Part C3: Scope of Works

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE A: RECORD OF ADDENDA TO BID DOCUMENTS**

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

|    | Date | Title or Details |
|----|------|------------------|
| 1. |      |                  |
| 2. |      |                  |
| 3. |      |                  |
| 4. |      |                  |
| 5. |      |                  |
| 6. |      |                  |
| 7. |      |                  |
| 8. |      |                  |

Attach additional pages if more space is required.

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

The Tenderers 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.

[illegible]

Date .....

Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE C: PRESENT WORK COMMITMENTS**

| <b>Consulting Engineer /<br/>Employer contact person<br/>and telephone number.</b> | <b>Description of works</b> | <b>Value of work<br/>inclusive of VAT<br/>(Rand)</b> | <b>Duration and<br/>completion<br/>date</b> |
|--|-----------------------------|--|---|
|  |                             |  |   |

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

| Bidder Initial:..... | Bidder Witness: ..... | DLM initial: ..... | DLM Witness: ..... |



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE D: PROPOSED SUBCONTRACTORS**

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

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

|    | <b>Name and address of proposed Subcontractor</b> | <b>Nature and extent of work to be Subcontracted</b> | <b>Previous experience with Subcontractor or recent work executed by the Subcontractor.</b> |
|----|---|--|---|
| 1. |   |  |   |
| 2. |   |  |   |
| 3. |   |  |   |
| 4. |   |  |   |
| 5. |   |  |   |

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE E: COMPLIANCE WITH OHSA (ACT 85 OF 1993)**

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

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

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE F: AUTHORITY OF 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 /<br>DIRECTORS | SIGNATURE | DATE |
|--------------------------------|-----------|------|
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |
|                                |           |      |

Note: If bidders attached a copy of their Authorised Signatory is it not necessary to complete this form

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

MBD1

**SCHEDULE G: INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DIHLABENG LOCAL MUNICIPALITY**

**BID NUMBER: PW 011/2023C..... CLOSING DATE: 21 December 2023**

**CLOSING TIME: 12h00**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM**

**BOHLOKONG: RESEALING OF FOUR TENNIS COURTS**

**DEPOSITED IN THE BID BOX SITUATED AT**

DIHLABENG LOCAL MUNICIPALITY, 9 MULLER STREET EAST, BETHLEHEM, 9700

**BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. IF THE BIDDER IS LATE, IT WILL NOT BE ACCEPTED OR CONSIDERED.**

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

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

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

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

**NAME OF BIDDER:** .....

**POSTAL ADDRESS:** .....

**STREET ADDRESS:** .....

**TELEPHONE NUMBER:** .....

**CELLPHONE NUMBER:** .....

**FACSIMILE NUMBER:** .....

**E-MAIL ADDRESS:** .....

**VAT REGISTRATION NUMBER:** .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD2) YES/NO**

**HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD6.1) YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐  
 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL  
 ACCREDITATION SYSTEM (SANAS) ☐  
 A REGISTERED AUDITOR ☐  
 (Tick applicable box)

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

**ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE  
 GOODS/SERVICES OFFERED BY YOU? YES/NO  
 (IF YES INCLUDE PROOF)**

**SIGNATURE OF BIDDER:** .....

**DATE:** .....

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

**TOTAL BID PRICE:..... (INCL VAT)**

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

**DIHLABENG LOCAL MUNICIPALITY  
 DEPARTMENT: FINANCE (SUPPLY CHAIN MANAGEMENT UNIT)  
 TEL: 058 303 5732**

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

**CONTACT PERSON: Ms Mosela Moloi  
 TEL: 0710295535  
 FAX: 0583034703  
 E-MAIL: moselam@dihlabeng.co.za**

**SCHEDULE H: TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- 1 In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The certified copy of the Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

**SCHEDULE I: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....
  - 3.9 Have you been in the service of the state for the past twelve months?..... **YES / NO**
    - 3.9.1 If yes, furnish particulars.....
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

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

Signature .....

Date .....

Name .....

Position.....

Tenderer .....



**MBD 5****SCHEDULE J: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1 If yes, furnish particulars

.....

.....

\* Delete if not applicable

**CERTIFICATION**

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

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

***I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.***

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

**“Historically Disadvantaged Individual” (HDI)** is defined as a South African citizen –

1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or

2) who is a woman, and/or

3) who has a disability With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.

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

- (a) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (b) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (c) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

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

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**4. POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

| <b>A</b>  | <b>Number of points allocated (90/10 system)<br/>(To be completed by the organ of state)</b> | <b>Number of points allocated (80/20 system)<br/>(To be completed by the organ of state)</b> | <b>Number of points claimed (90/10 system)<br/>(To be completed by the tenderer)</b> | <b>Number of points claimed (80/20 system)<br/>(To be completed by the tenderer)</b> |
|---|--|--|--|--|
| Within the boundaries of Free State             |  | 4  |  |  |
| Within the boundaries of Dihlabeng municipality |  | 6  |  |  |
| Historically Disadvantaged Individual           |  | 10   |  |  |
|   |  |  |  |  |
|   |  |  |  |  |
|   |  |  |  |  |

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**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

|                          |                                    |
|--------------------------|------------------------------------|
| .....                    |                                    |
|                          | <b>SIGNATURE(S) OF TENDERER(S)</b> |
| <b>SURNAME AND NAME:</b> | .....                              |
| <b>DATE:</b>             | .....                              |
| <b>ADDRESS:</b>          | .....                              |
|                          | .....                              |
|                          | .....                              |
|                          | .....                              |



## MBD 8

**SCHEDULE M: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).<br><b><i>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</i></b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 4.2   | <b>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b><br>The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:   | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |

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|             |   |            |                                |
|-------------|---|------------|--------------------------------|
| 4.3.1       | If so, furnish particulars:   |            |                                |
| <b>Item</b> | <b>Question</b>   | <b>Yes</b> | <b>No</b>                      |
| 4.4         | <b>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</b> | Yes        | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:   |            |                                |
| 4.5         | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                                | Yes        | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:   |            |                                |

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

| Bidder Initial:..... | Bidder Witness: ..... | DLM initial: ..... | DLM Witness: ..... |

SCHEDULE N: CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1. This Municipal Bidding Document (MBD) must form part of all bids <sup>1</sup> invited.
- 2. Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)<sup>2</sup>. Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the Bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised 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 authorised 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 organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder.
6. The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraph 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.
6. In addition, there have been no consultations, communications with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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MBD 9

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

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

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**SCHEDULE O: MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSES***DIHLABENG LOCAL MUNICIPALITY*

9 Muller Street East  
Bethlehem  
9700  
Tel: 058 303 5732

PO Box 551  
Bethlehem  
9700  
Fax: 058 303 4731

Enquiries : Supply Chain Management Unit

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are not more than three months in arrears with the relevant municipality / landlord in the municipal area where the service provider conducts his / her business. **This form is to be completed only if the service provider's rates and taxes are not in arrears for more than three months.**

**PART A** – to be completed by the relevant municipality in the case where the service provider is the registered owner of the site / owner pays for municipal services / tenant pays for municipal services

**OR**

**PART B** – to be completed by the landlord in the case where the service provider is renting the premises / rental paid by tenant include municipal services.

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

|  |  |
|--|--|
| <b>PART A (TO BE COMPLETED BY THE RELEVANT MUNICIPALITY)</b>   |  |
| Name of the Municipality:  |  |
| Property Physical Address:   |  |
| Registered Name:   |  |
| Official's Name: _____<br>Signature : _____<br>Date: _____   | Municipality Stamp Here  |
| <b>Please tick whether in arrears or up-to-date</b><br><br>Rates and taxes : Up-to-date    /    in arrears for more than 3 months<br>Water:                    Up-to-date    /    in arrears for more than 3 months<br>Electricity:            Up-to-date    /    in arrears for more than 3 months<br>Refuse :                Up-to-date    /    in arrears for more than 3 months<br>Other services:        Up-to-date    /    in arrears for more than 3 months |  |
| <b>PART B ( TO BE COMPLETED BY THE LANDLORD)</b>   |  |
| Name of the Landlord:  |  |
| Property Physical Address:   |  |
| Landlord Signature:  |  |
| Date: _____<br><b>here</b>   | <b>Landlord's business stamp</b><br><br>Or an Affidavit from SAPS<br><br>( in the event the landlord does not have a business stamp) |
| <b>Please tick whether up-to-date or in arrears</b><br><br>Rental:                    Up-to-date    /    in arrears for more than 3 months<br>Municipal services:        Up-to-date    /    in arrears for more than 3 months  |  |

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE P1: CERTIFICATE OF AUTHORITY OF AN ENTITY**

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

| (I)<br>Company | (II)<br>Close<br>Corporation | (III)<br>Partnership | (IV)<br>Joint Venture | (V)<br>Sole Proprietor |
|----------------|------------------------------|----------------------|-----------------------|------------------------|
|                |                              |                      |                       |                        |

**(I) CERTIFICATE FOR COMPANY**

I....., chairperson of the Board of Directors of  
 ..... hereby confirm by resolution of the  
 Board (copy attached) taken on ..... 20....., that  
 Mr/Ms ..... acting in the capacity of  
 ..... was authorised to sign all  
 documents in connection with this tender and any contract resulting from it on behalf of the company.

**Signature of Chairman:** .....

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

.....hereby authorise

Mr/Ms.....

acting in the capacity of ....., to sign all documents

in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**(III) CERTIFICATE FOR PARTNERSHIP**

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

.....hereby authorise  
Mr/Ms.....

acting in the capacity of ....., to sign all documents

in connection with the tender for Contract No ..... and any contract resulting from it on our behalf.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms....., authorized signatory of the company,

.....acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No .....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.

**Signature of Signatory:** .....

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

| NAME OF FIRM | ADDRESS | AUTHORISING SIGNATURE,<br>NAME AND CAPACITY |
|--------------|---------|---|
| Lead partner |         |   |
|              |         |   |
|              |         |   |

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

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

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**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

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

**As Witnesses:**

1..... Name in Block Letters.....

2..... Name in Block Letters.....

**Date:** .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE P: CERTIFICATE OF REGISTRATION OF AN ENTITY (CIBD & B-BBEE)****ENTITY REGISTRATION:**

[Important note to Tenderer: Registration Certificates for Companies, Close Corporations and Partnerships and ID documents for Sole Proprietors, must be inserted here. In the case of a Joint Venture, a copy of a duly signed Joint Venture Agreement clearly setting out the roles and responsibilities of the parties must be included with particular reference to the guarantees required in terms of the Contract Data. The Joint Venture Agreement must also clearly indicate how payment is to be affected to the entity and distributed to the parties].

**CIDB REGISTRATION:**

Tenderers must also indicate their CIDB registration details in the space provided.  
(If not registered, attach proof that the enterprise can be registered with the CIDB within 10 days).

| Registered Name | Registration Number |
|-----------------|---------------------|
|                 |                     |

**B-B BEE CERTIFICATE**

The Tenderer must also attach hereto a certified copy of their B-BBEE verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs.

**COMPANY REGISTRATION DOCUMENTATION**

Tenders must attach their company registration documentation to this page.

Signature .....

Date .....

Name .....

Position.....

Tenderer .....

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**SCHEDULE Q: CERTIFICATE OF BIDDER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING**

A compulsory site inspection will be held on Friday, **18 February 2022**.

The meeting point for the site inspection will be at the Municipal Office, 17 Market Street, Clarens.

**Compulsory Site Inspection Certificate**

It is hereby certified that I have attended the Compulsory Site Inspection and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

This is to certify that I, (*Name in print*)

\_\_\_\_\_

Representative of (Bidder)

\_\_\_\_\_

Of (Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number \_\_\_\_\_

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

Attended the Clarification Meeting on (date) \_\_\_\_\_

SIGNATURE OF BIDDER'S REPRESENTATIVE \_\_\_\_\_

SIGNATURE OF DIHLABENG LOCAL MUNICIPALITY REPRESENTATIVE

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

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

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**SCHEDULE R: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE**

Attach original (or certified copy) of the Workmen's Compensation Letter of Good Standing to this page. When applicable the option to submit an original or certified copy of the letter from the Agent authorized by the Workmen's Compensation Commissioner will be accepted.

***NOTE: Failure to do so will lead to your tender being disqualified.***

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

**SCHEDULE S: UIF REGISTRATION CERTIFICATE**

**[The Tenderer’s Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here]**



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE T: COMPULSORY ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:**

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

**Section 3: CIBD registration number, if any:**

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

| Name* | Identity number * | Personal income tax number * |
|-------|-------------------|------------------------------|
|       |                   |                              |
|       |                   |                              |
|       |                   |                              |
|       |                   |                              |
|       |                   |                              |
|       |                   |                              |

\*Complete only if sole proprietor or partnership and attach separate page if more than 6 partners.

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

|                             |  |
|-----------------------------|--|
| Company registration number |  |
| Close corporation number    |  |
| Tax reference number        |  |

**Attach a certified copy of valid CIPC Certificate to this page.**

**Section 6: Record of service of the state**

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

|  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity.   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity.           |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

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

| Bidder Initial:..... | Bidder Witness: ..... | DLM initial: ..... | DLM Witness: ..... |

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| 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

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

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

|  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity.   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity.           |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

  

| 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 authorized to do so on behalf of the enterprise:

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

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

- 
- 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 works 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 .....

Name ..... Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE U: AFFIDAVIT OF GOOD STANDING THAT WILL BE INCORPORATED INTO THE CONTRACT**

The Tenderer hereby certifies that neither it nor any of the principals of the enterprise is 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. The Tenderer further certifies that none of its principals have ever been convicted of fraud.

**DECLARATION** *(to be signed in the presence of a Commissioner of Oaths)*

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

Signature: .....

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

Address: .....

.....

.....

Telephone: .....

Signed and sworn to before me at..... on

this the ..... day of ..... by the Deponent, who

has acknowledged that he/she knows and understands the contents of this Affidavit, that its true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of oaths .....

**NOTE: This affidavit comprises one (1) page all of which must be initialled by both the Deponent and the Commissioner of Oaths**

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

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**SCHEDULE V: SCHEDULE OF ALL WORK PROVIDED FOR AN ORGAN OF THE STATE OVER THE LAST FIVE YEARS**

***[Tenderers are to attach a schedule detailing the name of each project, the organ of state for which the project was undertaken and the date the project was completed. If not complete list the project as "current"]***

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE W: BANKING DETAILS**

Tenderers financial capacity to finance and undertake a contract of this nature will also be checked and consequently it is a requirement that the details below be provided.

|  |                |  |         |  |              |  |
|--|----------------|--|---------|--|--------------|--|
| NAME OF TENDERER                             |                |  |         |  |              |  |
| NAME OF ACCOUNT HOLDER AT BANK               |                |  |         |  |              |  |
| TYPE OF ACCOUNT (Please tick)                | CURRENT/CHEQUE |  | SAVINGS |  | TRANSMISSION |  |
| BANK   |                |  |         |  |              |  |
| BRANCH NAME                                  |                |  |         |  |              |  |
| ACCOUNT NUMBER                               |                |  |         |  |              |  |
| BRANCH CODE                                  |                |  |         |  |              |  |
| BANK TELEPHONE NO                            |                |  |         |  |              |  |
| BANK ADDRESS                                 |                |  |         |  |              |  |
|  |                |  |         |  |              |  |
|  |                |  |         |  |              |  |
| NAME OF BANK MANAGER                         |                |  |         |  |              |  |
| TELEPHONE NUMBER                             |                |  |         |  |              |  |
| FAX NUMBER                                   |                |  |         |  |              |  |
| NO OF YEARS ABOVE ACCOUNT HAS BEEN WITH BANK |                |  |         |  |              |  |
| CREDIT FACILITIES AVAILABLE (State Amount)   |                |  |         |  |              |  |

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE W1: DECLARATION OF FINANCIAL CAPACITY**

The following particulars must be furnished in support of the preceding returnable to test financial capacity.

- No bid will be accepted from persons who cannot prove adequate financial capacity to execute the contract according to the specifications and scope of work and withing the stipulated timeframe.
- In order to prove financial capacity, the tenderer must attach the following:
  - a) A letter from the bank with bank stamp confirming that the tenderer has an active bank account.
  - b) Proof of bank account and letter of good standing with a credit rating.
  - c) If the tenderer is unable to demonstrate sufficient credit facility available, the tenderer must at least provide written undertaking/proof of guarantee or financial capacity from a reputable and accredited financial service provider/lender.

**CERTIFICATION**

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

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

Signature ..... Date .....

Name ..... Position.....

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE X: SCHEDULE OF THE TENDERER'S EXPERIENCE**

Tenderers are to provide references for **FIVE (5)** other recent projects (last five years) of a similar nature with which the company has been involved.

The information provided here will be used to evaluate the Tenderer's eligibility to undertake the contract. It is important that the Tenderer ensure that sufficient and legible information is provided to enable the Employer to evaluate the criteria noted in the table in F3.11.2.

| <b>Name and Telephone Number of Client</b> | <b>Project</b> | <b>Name and Telephone Number of Consulting Engineer / Implementing Agent</b> | <b>Details of service provided</b> |
|--|----------------|--|------------------------------------|
|  |                |  |                                    |
|  |                |  |                                    |
|  |                |  |                                    |
|  |                |  |                                    |
|  |                |  |                                    |
|  |                |  |                                    |

Signature ..... Date .....

Name ..... Position.....

Tenderer  
.....



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE Y: COMPETENCY OF KEY PERSONNEL**

Tenderers shall provide details of the Contracts Manager, Construction Manager, Construction Supervision and Construction Health & Safety Officer's experience in work of a similar nature to that for which their tender is submitted.

**a) Contracts Manager**

|   |                      |                      |                         |
|---|----------------------|----------------------|-------------------------|
| <b>CONTRACTS MANAGER</b>  |                      | <b>NAME: .....</b>   |                         |
| <b>NB:</b> <ul style="list-style-type: none"> <li>• Attached a detailed CV and Proof of Qualification and Proof of Professional Registration</li> <li>• Qualification, Professional Registration and Experience must be of same caliber as proposed during pre-qualification to panel of contractors of better</li> </ul> |                      |                      |                         |
| <b>CLIENT &amp; NATURE OF WORK</b>  | <b>POSITION HELD</b> | <b>VALUE OF WORK</b> | <b>PROJECT DURATION</b> |
|   |                      |                      |                         |

|   |               |               |                  |
|---|---------------|---------------|------------------|
| CONSTRUCTION MANAGER  |               | NAME: .....   |                  |
| <b>NB:</b> <ul style="list-style-type: none"><li>• Minimum Qualification shall be National Diploma in Civil Engineering</li><li>• Attach proof of Qualification</li><li>• Attach a detailed CV indicating training and promotion through the ranks up to the position of Construction Manager</li></ul> |               |               |                  |
| CLIENT & NATURE OF WORK   | POSITION HELD | VALUE OF WORK | PROJECT DURATION |
|   |               |               |                  |

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**c) Construction Supervisor – To be appointed in line with 8(7) of the Construction Regulations, 2014**

|  |                      |                      |                         |
|--|----------------------|----------------------|-------------------------|
| <b>CONSTRUCTION SUPERVISOR (Foreman)</b>   |                      | <b>NAME: .....</b>   |                         |
| <b>NB:</b> <ul style="list-style-type: none"> <li>• Attach a detailed CV</li> <li>• The experience must be of same caliber as proposed during pre-qualification to panel of contractors of better</li> </ul> |                      |                      |                         |
| <b>CLIENT &amp; NATURE OF WORK</b>   | <b>POSITION HELD</b> | <b>VALUE OF WORK</b> | <b>PROJECT DURATION</b> |
|  |                      |                      |                         |

**d) Construction Health & Safety Officer – To be appointed in line with 8(5) of the Construction Regulations, 2014**

|                                      |               |               |                  |
|--------------------------------------|---------------|---------------|------------------|
| CONSTRUCTION HEALTH & SAFETY OFFICER |               | NAME: .....   |                  |
| CLIENT & NATURE OF WORK              | POSITION HELD | VALUE OF WORK | PROJECT DURATION |
|                                      |               |               |                  |

Tenderer .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE Z: DECLARATION OF AVAILABLE PLANT AND EQUIPMENT TO EXECUTE THE WORK**

The bid of any bidder may be rejected if that bidder fails to provide surety within 14 days of intention to award, either owned or hired plant and equipment as may be required to fully execute the works:

This Clause is applicable even after the bid is awarded.

The undersigned bidder, declare that they will fully provide all plant and equipment as may be required before the work can be awarded to them, failing within the contract intention or after award may be terminated.

| No | Name of Available Plant & Equipment | Owned<br>by the Bidder    | Hired<br>by the Bidder |
|----|-------------------------------------|---------------------------|------------------------|
|    |                                     | (Tick appropriate column) |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |
|    |                                     |                           |                        |

**DECLARATION**

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise and hereby declare that, the bidder of this bid PW ...../ , will make all necessary plant and equipment available within 14 days of intention to award of this contract, failing within the contract intention or after award, this contract may be terminated.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the firm, confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise to the best of my belief both true and correct.

NAME:.....

SIGNATURE:..... DATE:  
.....

Duly authorized to sign on behalf of (Bidder Name):.....

**NOTE: This declaration comprises one (1) page all of which must be also initialed.**

---

**SCHEDULE AA: TENDER PROGRAMME**

The Tenderer shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this tender in Gantt Chart or similar format.

The programme must indicate all key activities, time frames and must clearly demonstrate the Tenderer's understanding of the scope of works.

The competency and clarity of the programme will help to inform the Employer's assessment of the Tenderer's eligibility to execute the contract.

**[Attach Gantt Chart Programme to this page to claim points under Functionality.]**

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE AB: SCHEDULE OF LABOUR CONTENT**

The tenderer must complete a standard table reflecting the labour force anticipated to be employed on this contract, including labour employed by sub-contractors. The Specified target value is 15%

| Type of Labour    | Man-Days | Minimum Wage Rate per unit | Total Wage Cost (Excl. VAT) |
|-------------------|----------|----------------------------|-----------------------------|
| Permanent Staff   |          |                            |                             |
| Temporary Staff   |          |                            |                             |
| SMME/HDEs Labour  |          |                            |                             |
| <b>Total</b>      |          |                            |                             |
| <b>Percentage</b> |          |                            |                             |

Notes to Tenderer:

Labour is defined as hourly paid personal

The penalty for non-compliance during the contract or fraudulent disclosure is discussed in contract data (item 5.13.2) .

The minimum Labour Content for this Project shall be 15 % calculated as the amount spend on labour wage divided by the total value of the project. The minimum job creation targets on the project shall be:

|                    | Total | Women | Youth | Disabled |
|--------------------|-------|-------|-------|----------|
| Work Opportunities | 35    | 10    | 10    | 1        |
| Person Days        | 3 500 | 1 000 | 1 000 | 150      |
| Training Days      | 3     | 3     | 3     | 3        |

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

SCHEDULE AC: TRAINING SCHEDULE

Name of Training Institution :

Name of Programme :

| Trainers Name | Qualification | Subject |
|---------------|---------------|---------|
|               |               |         |
|               |               |         |
|               |               |         |
|               |               |         |
|               |               |         |

**Note to tenderer:**

Provide details here, or attached hereto, the subjects to be covered and the manner in which training is to be delivered.



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE AD: TAX CLEARANCE CERTIFICATE****IMPORTANT NOTES:**

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

**"Tax clearance certificate**

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangement have been made with SARS."

**SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system. Respondents are required to provide the following to Dihlabeng in order to enable it to verify their tax compliance status:**

**Tax reference number:** \_\_\_\_\_

**Tax Clearance Certificate & TCC Number:** \_\_\_\_\_ **and PIN:**  
\_\_\_\_\_

Each party to a Consortium/Joint Venture/Sub-contractors must complete a separate Tax Clearance Certificate information form.

**TAX CLEARANCE CERTIFICATE**

***[Tax Clearance Certificate obtained from SARS to be attached to this page]***

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

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**SCHEDULE AE: PROFORMA FORMS TO BE COMPLETED BY SUCCESSFUL TENDERER**

- PERFORMANCE GUARANTEE
- DISCLOSURE STATEMENT
- ADJUDICATION BOARD MEMBER AGREEMENT
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION REGULATIONS 2014

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**PRO FORMA PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

Physical address: .....

"Employer" means: .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: .....

"Site" means: .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contracts 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 of R .....

Amount in words: .....

"Expiry Date" means: .....

**CONTRACT DETAILS**

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

**PERFORMANCE 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 Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. 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 Performance 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 Performance 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:

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

- 
- 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 Performance 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 Performance 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 Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance 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 Performance Guarantee by the Employer.
  10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance 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 Performance 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 Performance 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.

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

14. Where this Performance 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) .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**PRO FORMA DISCLOSURE STATEMENT**

*(Please note that words in italics within brackets are items which should be stated)*

Date:

Contract: **BOHLOKONG: RESEALING OF FOUR TENNIS COURTS**

Contractor: \_\_\_\_\_

Employer: **Dihlabeng Local Municipality**

Dear Sirs

I am willing and available to serve as ad-hoc Adjudication Board Member in the abovementioned Contract. In accordance with the General Conditions of Contract for Construction Works Adjudication Board Rules relating to disclosure statements by selected or nominated persons to the adjudication, I hereby state that:

- I shall act with complete impartiality and know of nothing at this time, which could affect my impartiality.
- I have had no previous involvement with this project.
- I do not have any financial interest in this project.
- I am not currently employed by the Contractor, Employer or Engineer.
- I do not have any financial connections with the Contractor, Employer or Engineer.
- I do not have or have had a personal relationship with any authoritative member of the Contractor, Employer or the Engineer which could affect my impartiality.
- I undertake to immediately disclose to the parties any changes in the above position which could affect my impartiality or be perceived to affect same.

*Should there be any deviation from the foregoing statements, details shall be given.*

I further declare that I am experienced in the work which is carried out under the Contract and in interpreting contract documentation.

Name in full: .....

Signature: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**PRO FORMA ADJUDICATION BOARD MEMBER AGREEMENT**

*(Please note that words in italics within brackets are items which should be stated)*

This Agreement is entered into between:

Adjudication Board Member: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Contractor: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

Employer: *(Name, physical address, postal address, email address, fax number, telephone number and mobile number)*.

The Contractor and the Employer will hereinafter be collectively referred to as the Parties.

The Parties entered into a Contract for *(name of project)* which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, Third Edition, 2015, must be referred to *(ad-hoc adjudication/standing adjudication)*.

The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

1. The Adjudication Board Member accepts to perform his/her duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.
2. The Adjudicator undertakes to remain independent and impartial of the Contractor, Employer and Engineer for the duration of the Adjudication Board proceedings.
3. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.
4. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.
5. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties under the Contract. No Party may call the Adjudication Board Members as a witness in any such subsequent proceedings.
6. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
7. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication including time spent travelling:
  - a. A monthly retainer of *(amount)* for *(number)* of months, and /or
  - b. A daily fee of *(amount)* based on a *(number)* hour day, and/or
  - c. A hourly fee of *(amount)*, and/or
  - d. A non-recurrent appointment fee of *(amount)* which shall be accounted for in the final sums payable.
8. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost.

Upon submission of an invoice for fees and expenses to the Parties, the *(Contractor/Employer\*)* shall pay the full amount within 28 days of receipt of the invoice and he shall be reimbursed by the other party by half the amounts so that the fees and expenses are borne equally by the Parties. Late payment of such invoice shall attract interest at prime plus 3% points compounded monthly at the prime rate charged by the Adjudication Board Member's bank.

This Agreement is entered into by:

Contractor's signature: .....  
 Contractor's name: .....  
 Place: .....  
 Date: .....

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

Employer's signature:

Employer's name:

Place:

Date:

Adjudication Board Member's signature:

Adjudication Board Member's name:

Place:

Date:

*\*Delete the inapplicable party*



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2014**

*[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 4 of the Construction Regulations 2014, to the office of the Department of Labour]*

**NOTIFICATION OF CONSTRUCTION WORK**

- 1(a) Name and address of Principal Contractor: \_\_\_\_\_
- 1(b) Name and telephone number of Principal Contractors contact person: \_\_\_\_\_
- 2 Principal Contractors compensation registration number: \_\_\_\_\_
- 3(a) Name and postal address of Client: \_\_\_\_\_
- 3(b) Name and telephone number of clients contact person or agent: \_\_\_\_\_
- 4(a) Name and postal address of Designer/s of this project: \_\_\_\_\_
- 4(b) Name and telephone number of the Designer/s contact person: \_\_\_\_\_
- 5 Name and tel. no. of Principal Contractor's Construction Manager on site appointed in terms of Construction Regulation 8(1): \_\_\_\_\_
- 6 Name/s of Principal Contractor's Construction Supervisor on site appointed in terms of Construction Regulations 8(7): \_\_\_\_\_
- 7 Exact physical address of construction site or site office: \_\_\_\_\_
- 8 Nature of construction work: \_\_\_\_\_
- 9 Expected commencement date: \_\_\_\_\_
- 10 Expected completion date: \_\_\_\_\_
- 11 Estimated maximum number of persons at the construction site:  
Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_
- 12 Planned number of contractors on the construction site accountable to Principal Contractor: \_\_\_\_\_
- 13 Name/s of contractors already chosen: \_\_\_\_\_

Principal Contractor \_\_\_\_\_

\_\_\_\_\_ Date

Client's Agent (where applicable) \_\_\_\_\_

\_\_\_\_\_ Date

Client \_\_\_\_\_

\_\_\_\_\_ Date

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE AF: NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Tenderers are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Dihlabeng is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a Tenderer who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderers are required to provide the CSD summary form and the information below to Dihlabeng in order to enable it to verify information on the CSD:

Supplier Number: \_\_\_\_\_ Unique registration reference number:  
\_\_\_\_\_.

**[PLEASE ATTACH THE RESENT CERTIFICATE TO THIS PAGE. IT MAY NOT BE OLDER THAN THREE MONTHS]**

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE AG: DECLARATION OF SOLVENCY OR LIQUIDITY**

The bid of any bidder may be rejected if that bidder, or any of its directors are:

- a. Under liquidation
- b. Sequestration
- c. Insolvency.

This Clause is applicable even after the bid is awarded.

We, the undersigned directors, declare that they are not under liquidation, sequestration or insolvent.

| No | Name of Director | ID number | Signature |
|----|------------------|-----------|-----------|
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |
|    |                  |           |           |

➤ **DECLARATION OF SOLVENCY/ LIQUIDITY**

- All tenderers attention is drawn to this Form (declaration of Solvency or Liquidity of the tenderer).
- All tenderers are therefore required to complete It.
- Failure to complete the form or attempt to falsify or hide this information may render the tender non-responsive.

## SCHEDULE AH: CONTRACT PARTICIPATION GOALS

### CONTRACT PARTICIPATION GOALS – CONSTRUCTION

#### 1. Objective

The objective of Dihlabeng Local Municipality's B-BBEE policy is to bring about meaningful transformation in the built environment construction industry through the following:

- Meaningful economic participation;
- Local economic development;
- Transfer of technical, management and entrepreneurial skills; and
- Creation of sustainable large black owned enterprises

#### 2. Contract Participation Goals

Contract Participation Goal (CPG) – the **final** value of services paid to the CPG Partner/s are based on the **Final Contract Value**.

At the time of awarding the contract the 20% minimum CPG amount will be based on the **Contract Award Value** exclusive of the following:

- The Contingencies, CPA and VAT.

During contract implementation, adjustments relating to Provisional Sums and Contingencies linked to the CPG allocation will be agreed upon between the parties to the contract, as and when the need arises.

**CPG Partner/s** – Service provider/s are to be selected from Dihlabeng Local Municipalities Supply Chain Management (SCM) Enterprise Development Database (available upon request). However, should the database not contain suitable CPG Partner/s, the tenderer may propose suitable CPG Partner/s for consideration, the approval of which will be at the sole discretion of Dihlabeng Local Municipality.

A CPG Partner must be an EME or QSE which is at least 51% owned by black people.

Dihlabeng Local Municipality requires a minimum of 20% Contract Participation Goals (CPG) of the value of goods, services and works paid to one or more targeted enterprises to comply with the 2017 Regulations pertaining to the Preferential Procurement Policy Framework Act (PPPFA).

- 20% excludes the Contingencies, CPA and VAT.
- The tenderer will be required to achieve the actual Rand value committed for CPG, adjusted according to the following:
  - Variation Orders – Each VO will be evaluated by Dihlabeng Local Municipality and the Employer's Agent to determine whether it should be counted, in its entirety or partially, as part of the CPG or not.
  - Provisional Items (including CPA, Contingencies, and provisional sums) – Each provisional item change will be evaluated by the Dihlabeng Local Municipality and the Employer's Agent to determine whether it should be counted as part of CPG or not.

Within 14 days of the award of contract, the tenderer will be required to submit a cash flow projection for the main contractor and the CPG Partner/s.

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**3. Applicability**

The CPG target may be applicable to all contracts over R10 million and will be adjudicated through Dihlabeng Local Municipalities procurement process and shall be achieved through the following mechanisms: CPG Partner/s selection is concluded **after** adjudication of tenders and **before** contract award is made.

- The CPG Partner/s shall be selected according to the following criteria:
  - CPG Partner/s are to be obtained from Dihlabeng Local Municipalities Enterprise Development Database specifically earmarked for CPG purposes.
  - In the event of services where Dihlabeng Local Municipality does not have an applicable service provider on its database, the tenderer may propose a suitable CPG Partner/s for consideration, the approval of which will be at the sole discretion of Dihlabeng Local Municipality.
- The Tenderer may propose a suitable CPG Partner/s, but Dihlabeng Local Municipality reserves the right to provide or arrange a CPG Partner/s to work with the successful company.
- The Tenderer may propose suitable works for the CPG Partner/s, but Dihlabeng Local Municipality reserves the right to identify suitable works for the CPG Partner/s to be undertaken under the main Contract.
- The Tenderer will need to successfully complete CPG negotiations with Dihlabeng Local Municipality prior to the signing of the Contract.
- Value of the work to be undertaken by CPG Partner/s shall be a minimum of 20% (to a maximum of 30%) of the total contract value excluding the procurement of the o-PVC pipes, Contingencies, CPA and VAT.
- CPG Partner/s are to be assigned work in accordance with their particular CIDB Code and Grading. Works assigned may not exceed 20% of the maximum applicable CIDB grading without written approval from Dihlabeng Local Municipality. This is will aid in the sharing of the CPG works value in targeted areas.
- In terms of Clause 4.4.3 of GCC 2015 the Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.
- Furthermore, in terms of Clause 4.4.4 of GCC 2015 the contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the requirements of and a procedure set out in the Scope of Works, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.3.
- Furthermore, in terms of Clause 4.4.5 of GCC 2015 any appointment of a subcontractor in accordance with Clause 4.4.4 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract.
- The Contractor thus remains fully liable for his CPG subcontractors and no claims for extension of time and/or costs will be entertained due to poor workmanship, defective materials, or delays caused by his CPG subcontractors.
- Sub-contracting works to the CPG Partner/s at least the same rate / price that the tenderer would have offered to Dihlabeng Local Municipality whilst making profit margins consistent to the profit margins that the main contractor would have made under normal trading processes.
- The main contractor is to pay applicable P&G's to the CPG Partner/s in proportion to the value of works executed by their CPG Partner/s consistent with the main contractors P&G's / rate pricing strategy.
- CPA is payable to the CPG Partner/s as per the indices stipulated in the contract document.
- The work allocated to the CPG Partner/s shall be performed by the CPG Partner/s directly and may not be allocated or sub-contracted out to other contractors/consultants/service providers.

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

- The main contractor shall not substitute any CPG Partner/s without the written approval of Dihlabeng Local Municipality.
- The working capital arrangements between the main contractor and the CPG Partner/s must be agreed upon between the two parties prior to commencement of works to ensure that the CPG Partner/s does not have cash flow challenges during contract implementation.
- The Main Contactor may free issue construction material to the CPG Partner/s at the same purchase price including all discounts as procured by the Main Contractor.
- The Main Contactor may hire out plant and machinery to the CPG Partner/s at the same rate as tendered including all discounts.
- Skilled staff may be seconded by the Main Contractor to the CPG Partner/s at the same rate as tendered including associated overheads and discounts.

#### 4. Enterprise Development Support, Mentoring and Skills Transfer to Targeted Enterprise/s

It is envisaged that such mechanisms/approaches will involve one or more entities, one or more being a targeted enterprise(s).

A Targeted enterprise is defined as an EME (Exempted Micro Enterprise) or QSE (Qualifying Small Business Enterprise) with at least 51% Black-ownership, selected from Dihlabeng Local Municipalities Enterprise Development Database. A targeted enterprise must be registered with the CIDB for the nature and value of construction works to be undertaken. Targeted enterprises, which will undertake construction works, are differentiated from other CPG Partner/s which may play more of a supportive role on the construction contract such as providing security, PPE or portable toilet hire etc. Both may still count towards the CPG target spend.

Eligibility criteria for Targeted Enterprise:

- Developed enterprise must not have equity holding exceeding 20%, either directly or through a flow-through principle
- CIDB registration  $\geq 1$  to  $\leq 5$
- SARS registration and tax clearance
- CIPC registration
- Registered on the CSD
- Must be at least 51% Black-owned as an EME (Exempted Micro Enterprise) or QSE (Qualifying Small Business Enterprise).

The intention is for skills to be transferred from the developed enterprise to the targeted enterprise hence joint ventures formed by two or more targeted enterprises are not desirable. Engaging sub-contractors will be a preferred method.

The contractor shall perform a needs analysis on all targeted enterprises and provide internal mentorship which improves the targeted enterprise's performance in at least two development areas. Such development areas should be guided by the requirements of the CIDB Best Practice Contractor Recognition Scheme as well as the NCDP exit requirements for accreditation contractors and may include but are not limited to:

- 1) Management of labour skills transfer
- 2) Establishment of administrative systems
- 3) Establishment of cost control systems
- 4) Establishment of construction management systems and plans (health and safety, quality and environmental)
- 5) Planning, tendering and programming skills transfer
- 6) Business skills transfer with emphasis on entrepreneurial and negotiation skills
- 7) Technical skills transfer with the emphasis on innovation
- 8) Legal compliance
- 9) Procurement skills transfer
- 10) Establish credit rating/history
- 11) Establish financial loan capacity/history
- 12) Contractual knowledge transfer

The needs analysis shall be mutually agreed upon between the contractor and the targeted enterprise.

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**5. Invoicing and Payment**

The monthly measurement and payment to be submitted to the Employers Agent by the 25th of each month and shall will be according to the following guideline:

- The submission of payment certificate to the Employer's Agent by the Contractor shall include the signature of the CPG Partner/s indicating agreement with the measurements and rates applicable to the work undertaken by the CPG Partner/s.
- The CPG Partner/s must be paid within reasonable time but no later than 3 working days after the Main Contractor has been paid by Dihlabeng Local Municipality; and
- The submission from the Contractor must include a schedule in Dihlabeng Local Municipality standard format (available upon request) that clearly shows the following:
  - Total Contract Sum
  - Total amount payable to CPG Partner/s excluding current month
  - Amount payable to CPG Partner/s for current month
  - % split of Total amount payable to Main contractor and CPG Partner/s
- Dihlabeng Local Municipality reserves the right to request proof of payment to CPG Partner/s.

**6. Monitoring and Reporting on CPG**

- The agreement/s between the main contractor and CPG Partner/s to be submitted within 14 days from date of award, clearly detailing the work packages to be performed.
- Tracking of CPG targets including proof of payments, as described in section 5 above, is to be reported on monthly.
- The Contractor is include in their monthly progress report updated information on enterprise development support, mentoring and skills transfer.
- Dihlabeng Local Municipality will monitor CPG implementation on site. This may include direct contact with CPG Partner/s on site for verification purposes.
- The CPG Partner/s shall be in agreement with the measurement and payment for work completed, for the purposes of submitting payment certificates, as determined by the Contractor. Should disagreements arise, Dihlabeng Local Municipality reserves the right to intervene to resolve the disagreement.
- CPG Partner/s shall attend all contractual meetings relevant to their scope of work including contract award negotiations, monthly contract site progress and technical meetings.

**7. Penalties for not achieving the minimum CPG or finishing late**

In the event that the principal contractor fails to substantiate that any failure to achieve the 20% Contract Participation Goal expenditure was due to reasons beyond the contractor's control which may be acceptable solely at the discretion of the employer, the following shall apply.

In the case where the minimum CPG expenditure of 20% is not achieved, the Contractor may be penalized as follows:

- The CPG expenditure amount not achieved in Rands will be multiplied by a factor of 0.7. The factored amount in Rands will be deducted from the Contractor's final payment certificate.

**8. Eligibility Criteria**

For tenders where the CPG target is applicable, those that do not offer a **minimum** CPG participation of **20%** according to the requirements mentioned above, will be deemed **ineligible**.

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**DECLARATION REGARDING CONTRACT PARTICIPATION GOALS**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by: **DIHLABENG LOCAL MUNICIPALITY** do hereby make the following declaration and certify the statements contained herein 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 Declaration and the fully completed bid document accompanying this declaration;
2. I understand and declare that the accompanying bid will, and must, be disqualified if this Declaration is found not to be true and complete in every respect;
3. I understand and declare that in the event that this bid is successful, I will be required to, and shall, fully implement the commitments that are submitted with this bid, in particular regarding the Bidder's contract participation goals and commitments towards the allocation of certain portion of the contract to qualifying targeted enterprises. Failure to implement such commitments as outlined in the bid document and or failure to provide the relevant information within the prescribed period as determined in the Letter of Intention to Award the Bid, shall automatically disqualify this bid from further consideration and the Employer has the right to, and must, then award the bid to the next highest ranked bidder; and as a result I or the bidder or any of its directors shall have no recourse against Dihlabeng Local Municipality.
4. I understand and declare that I shall remain fully liable for my appointed CPG subcontractors and no extension of time and/or costs will be claimed due to poor workmanship, defective materials, or delays caused by my CPG subcontractors.
5. I am authorized by the bidder to sign this Declaration, and to submit the accompanying bid, on behalf of the bidder;
6. 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;
7. I understand and accept that although I may propose a suitable CPG Partner/s, Dihlabeng Local Municipality reserves the right to provide or arrange a CPG Partner/s to work with the successful company and I understand and accept that the signing of this Contract is contingent upon the completion of successful CPG negotiations with Dihlabeng Local Municipality.
8. I am aware that, and do consent to, the disqualification of my or the bidder's future bids with Dihlabeng Local Municipality in the event of the commitments made herein are not fulfilled and that such non-fulfilment amounts to abuse of Dihlabeng Local Municipality's supply chain policies and procedures and/or empowerment objectives, which must be penalized, over and above the contractual sanctions as agreed to in line with the contract signed with Dihlabeng Local Municipality, with a sanction of restricting me and or my company (the bidder) and or any of its directors from conducting business with Dihlabeng Local Municipality for a period not exceeding five (5) years.
9. I consent that should my company (the Bidder) deviate from the commitments and the spirit of the CPG objectives as agreed to, shall amount to a repudiation of the contractual arrangement between the two parties (Dihlabeng Local Municipality and the Bidder); and Dihlabeng Local



BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

Municipality has the right to terminate the contract following prior notice and reasonable time given to remedy the breach. Furthermore, should my company (the Bidder) fail to meet the CPG financial targets as agreed to, Dihlabeng Local Municipality has the right to institute penalties as set out in Section 7.

Full Names & Surname  
(Duly Authorised)

Signature

Date

Position

Name of Bidder

Witness 1

Full Names & Surname

Signature

Date

Witness 2

---

**SCHEDULE AI: PUBLIC LIABILITY COVER AND QUALITY MANAGEMENT SYSTEM****PUBLIC LIABILITY COVER**

Provision of Public Liability Insurance to the value of R 2 million or a letter of intent from an approved provider is required. Please attach documentation to this page in order to obtain points under the functionality criteria.

**QUALITY MANAGEMENT SYSTEM**

Provision of a Quality Management system is required. Please attach relevant certification to this page in order to obtain points under the functionality criteria.

# CONTRACT

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Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C1 AGREEMENTS AND CONTRACT DATA****C1.1 FORM OF OFFER AND ACCEPTANCE****OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of the Contract No: **PW 011/2023C BOHLOKONG RESEALING OF FOUR TENNIS COURTS**.

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

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

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

.....

.....Rand (*Print clearly In words*)

R..... (*in figures*)

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

**Signature:** (*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:**

**Name / Signature:** .....

**Date:** .....

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**ACCEPTANCE**

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

The terms of the contract are contained in:

- Part C1 Agreements and contract data, (which include this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information

Drawings and documents or parts thereof, which may be incorporated by reference into the above listed parts.

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, which must be duly signed by the authorized representative(s) of both parties.

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

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

**For the Employer:**

**Signature:** .....

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

**Capacity:** .....

**Name of Employer :** DIHLABENG LOCAL MUNICIPALITY

**Address:** 9 Muller Street, Bethlehem, 9700

**Witness:**

**Name / Signature:** .....

**Date:** .....

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SCHEDULE OF DEVIATIONS****Notes:**

1. The extent of deviations from the tender documents issued by the Employer before 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 further matter in such letter, which constitutes a deviation as aforesaid becomes 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:** .....  
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance.

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

|                      |                 |          |                    |                    |
|----------------------|-----------------|----------|--------------------|--------------------|
| Bidder Initial:..... | Bidder<br>..... | Witness: | DLM initial: ..... | DLM Witness: ..... |
|----------------------|-----------------|----------|--------------------|--------------------|

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

For the Tenderer:

For the Employer:

\_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

Capacity

\_\_\_\_\_

Name and address of organisation:

Name and address of organisation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness Signature

\_\_\_\_\_

\_\_\_\_\_

Witness Name

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**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 \_\_\_\_\_(year)

at \_\_\_\_\_(place)

**For the Contractor:**

.....  
**Signature**

.....  
**Name**

.....  
**Capacity**

**Signature and Name  
of Witness:**

.....  
**Signature**

.....  
**Name**

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C1.2 CONTRACT DATA****C1.2.1 CONDITIONS OF CONTRACT****GENERAL CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction Works Third Edition 2015 published by the South African Institution of Civil Engineering are applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947 and [www.saice.org.za](http://www.saice.org.za)).

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

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works (3<sup>rd</sup> Edition 2015) to which it mainly applies.

**VARIATIONS TO THE GENERAL CONDITIONS OF CONTRACT****PART 1: DATA TO BE PROVIDED BY THE EMPLOYER**

| REF. CLAUSE NO. | DATA BY EMPLOYER   |
|-----------------|--|
| 1.1.13          | <b>The Defects Liability Period is:</b> 12 months  |
| 1.1.1.15        | <b>The name of the Employer is:</b> Dihlabeng Local Municipality                                 |
| 1.1.1.26        | <b>The Pricing Strategy is:</b> Re-measurement   |
| 1.2.1.2         | <b>The address of Employer:</b>  |
|                 | <u>Physical</u> ..... <u>Postal:</u>   |
|                 | 9 Muller Street P O Box 551  |
|                 | BETHLEHEM, 9700 BETHLEHEM, 9700  |
|                 | Telephone No: (058) 303 5732 Fax No: (058) 303 4703  |
| 1.1.1.16        | <b>Name of Engineer</b> Tshepo Mokoena   |
| 1.2.1.2         | <b>Address of Engineer:</b>  |
|                 | <u>Physical:</u> <u>Postal:</u>  |
|                 | 9 Muller Street P. O. Box 551  |
|                 | BETHLEHEM, 9700 BETHLEHEM, 9700  |
|                 | Telephone No : 071 921 0478 ..... Fax No: ( 058) 303 4703<br>e-mail: tshepomokoena3556@gmail.com |

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

| REF. CLAUSE NO. | DATA BY EMPLOYER   |
|-----------------|--|
| 5.3.1           | <b>The documentation required before commencement with Works execution are:</b>  |
|                 | <ul style="list-style-type: none"> <li>• Health and Safety File, approved by the Safety Agent (Refer to Clause 4.3)</li> <li>• Initial programme (Refer to Clause 5.6)</li> <li>• Performance Guarantee (Refer to Clause 6.2)</li> <li>• Insurance (Refer to Clause 8.6)</li> <li>• Letter of Good Standing with Compensation Commissioner</li> <li>• Construction Notice with the Department of Labour</li> </ul> |
| 5.3.2           | <b>The time to submit the documentation required before commencement with Works execution is:</b> 14 Days  |
| 5.8.1           | <b>Non-working days are:</b> Sundays   |
|                 | <b>The special non-working days are:</b> Public holidays and the year-end break which commences on the first working day after 15 December and ends on the first Tuesday after 5 January of the next year; and statutory public holidays.  |
| 5.13.1          | <b>The penalty for failing to complete the Works is:</b> the lesser of R2500 or 1/20 of 1% of the offered total of prices excluding VAT per calendar day.  |
| 5.16.3          | <b>The latent defect period is:</b> 10 years   |
| 6.5.1.2.3       | <b>The percentage allowances to cover overhead charges:</b> <ul style="list-style-type: none"> <li>• 10% of the gross remuneration of workmen and foremen actually engaged in the daywork; and</li> <li>• 7.5% on the net cost of materials actually used</li> </ul>   |
| 6.8.2           | <p>The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:</p> <p>The value of "x" is 0.1</p> <p>The values of the coefficients are:</p> <p>A = 0.30</p> <p>B = 0.10</p> <p>C = 0.55</p> <p>D = 0.05</p> <p>Base Date = February 2022</p>  |
| 6.10.1.5        | <b>The percentage advance on materials not yet built into the Permanent Works is:</b> 80% provided a cession in favour of the Employer is provided from both the supplier and the Contractor.  |
| 6.10.3          | <b>The retention money:</b> The percentage retention on the amounts due to the Contractor is 10% up to a limit of 5% of the contract value with 50% being released on issuing of Certificate of Completion.  |
| 6.10.5          | The defects Liability Period is specified as being 12 Months.  |
| 8.6.1           | <b>INSURANCE EFFECTED BY THE EMPLOYER</b><br><p>NIL</p> <b>INSURANCE EFFECTED BY THE CONTRACTOR</b><br><p>a) The Contractor and Sub-contractor shall where applicable provide as a minimum the following:</p>  |

Bidder Initial:.....

Bidder  
.....

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

|                  |   |
|------------------|---|
|                  | <p>i) <b>CONTRACT WORKS AND SASRIA SPECIAL RISKS</b> Insurance - which will provide cover against accidental physical loss or damage to the Works, Temporary Works and materials intended for incorporation in the Works.</p> <p>ii) <b>PUBLIC LIABILITY</b> Insurance - which will provide indemnity against legal liability in the event of accidental death of or injury to third persons and/or loss of or damage to third party property arising directly from the execution of the contract and occurring during the period of insurance with a limit of indemnity of R2 000 000.00 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.</p> <p>iii) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement;</p> <p>iv) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act (COIDA) Act No 130 of 1993;</p> <p>v) Employers Common Law Liability Insurance with a limit of indemnity of not less than R 1 000 000.00;</p> <p>vi) Motor Vehicle Liability Insurance comprising (as a minimum) "balance of Third Party" Risks including Passenger Liability indemnity of not less than R 1 000 000.00 (one million Rand) ; and</p> <p>vii) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by the endorsement to the relevant Policies of Insurance.</p> <p>b) The insurance to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance). The Contractor shall within fourteen (14) days of commencement of the contract produce to the Employer the relevant Policies of Insurance.</p> <p>c) If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor..</p> |
| <b>8.6.1.1.3</b> | R Nil   |
| <b>10.4</b>      | <b>Dispute resolution by amicable settlement.</b>   |
| <b>10.5.3</b>    | <b>The number of Adjudication Board Members to be appointed is: Nil</b>   |

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**PART 2 : DATA TO BE PROVIDED BY CONTRACTOR**

| REF. CLAUSE No                                   | DATA BY CONTRACTOR   |                  |  |  |  |
|--|--|------------------|--|--|--|
|  |  |                  |  |  |  |
| 1.1.1.9  | <b>Name of Contractor:</b>   |                  |  |  |  |
|  |  |                  |  |  |  |
| 1.2.1.2  | <b>Address of Contractor:</b>  |                  |  |  |  |
|  | <u>Physical:</u> ..... <u>Postal:</u> .....  |                  |  |  |  |
|  | .....  |                  |  |  |  |
|  | .....  |                  |  |  |  |
|  |  |                  |  |  |  |
|  | <u>e-mail:</u> .....   |                  |  |  |  |
|  | <u>Telephone No:</u> ..... <u>Fax No:</u> .....  |                  |  |  |  |
|  |  |                  |  |  |  |
| 1.1.1.14   | <b>Time for achieving Practical Completion of the whole of the Works is:</b><br>.....(Max 10 months)   |                  |  |  |  |
| 6.2.1  | <b>The security to be provided by the Contractor shall be one of the following:</b><br><br><i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i>      |                  |  |  |  |
|  | <table border="1"> <tr> <th>Type of Security</th><th>Contractor's choice<br/>Indicate "Yes" or No"</th></tr> <tr> <td>Performance guarantee of 10% of the Contract Sum</td><td></td></tr> </table> | Type of Security | Contractor's choice<br>Indicate "Yes" or No" | Performance guarantee of 10% of the Contract Sum |  |
| Type of Security                                 | Contractor's choice<br>Indicate "Yes" or No"   |                  |  |  |  |
| Performance guarantee of 10% of the Contract Sum |  |                  |  |  |  |

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

DATE: .....

Bidder Initial:.....

Bidder  
.....

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C1.2.2 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between .....

(hereinafter called the Employer) of the one part, herein represented by: .....

.....

in his capacity as: ..... ;

AND: .....

(hereinafter called the Contractor) of the other part, herein represented by .....

.....

in his capacity as: .....

duly authorized to sign on behalf of the Contractor.

**WHEREAS** the Contractor is the Mandatory of the Employer in consequence of an agreement between the Contractor and the Employer in respect of

**CONTRACT NO: PW 011/2022C : BOHLOKONG: RESEALING OF FOUR TENNIS COURTS.**

for the construction, completion and maintenance of the works;

**AND WHEREAS** the Employer and the Contractor have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHS Act Amendment Act No 181/1993 (hereinafter referred to as the Act);

**NOW THEREFORE** the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the regulations promulgated in terms thereof.
2. The Contractor undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations: Provided that should the Employer have prescribed certain arrangements and procedures that same shall be observed and adhered to by the Contractor, his officials and employees. The Contractor shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the Act and Regulations, and the Contractor expressly absolves the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to take such steps it may deem necessary to remedy the default of the Contractor at the cost of the Contractor.
5. The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C1.3 FORM OF GUARANTEE****PRO FORMA PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

“Guarantor” means: .....

Physical address .....

“Employer” means: .....

“Contractor” means: .....

“Engineer” means: .....

“Works” means: .....

“Site” means: .....

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contracts 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 of R .....

Amount in words: .....

“Expiry Date” means “date of Practical Completion”

**CONTRACT DETAILS**

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

**PERFORMANCE GUARANTEE**

15. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

16. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. 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.

17. The Guarantor hereby acknowledges that:

17.1 any reference in this Performance 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;

17.2 its obligation under this Performance Guarantee is restricted to the payment of money.

|                      |                 |          |                    |                    |
|----------------------|-----------------|----------|--------------------|--------------------|
| Bidder Initial:..... | Bidder<br>..... | Witness: | DLM initial: ..... | DLM Witness: ..... |
|----------------------|-----------------|----------|--------------------|--------------------|

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

18. 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:
- 18.1 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;
- 18.2 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;
- 18.3 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.
19. 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:
- 19.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 19.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 19.3 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.
20. 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.
21. 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 Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to Guarantor in terms of this Performance 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.
22. 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.
23. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
24. 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 Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
25. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
26. This Performance 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.

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....



## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

27. This Performance 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.
28. Where this Performance 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) .....

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C.2 PRICING DATA****C2.1 PRICING INSTRUCTIONS**

1. The General Conditions of Contract, the Contract Data, and the Specifications (including the Project Specifications) shall be read in conjunction with the Schedule of Quantities.
2. The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the supply of all items.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Municipality is obliged to base its assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the schedule.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

3. Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The schedule has been drawn up generally in accordance with the latest specifications from manufacturers.
4. The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the supply and delivery of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
5. A rate/amount is to be entered against all items in the schedule of fees/Bill of Quantities, an item against which no rate/amount is entered will lead to immediate disqualification due to unfair price advantage.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

Bidder Initial:.....

Bidder

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

6. The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The works as finally completed in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

7. For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications

Quantity : The number of units of work for each item

Rate : The payment per unit of work at which the Tenderer tenders to do the work

Amount : The quantity of an item multiplied by the tendered rate of the (same) item

8. The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

|    |   |                |
|----|---|----------------|
| ml | = | milliliters    |
| mm | = | millimeter     |
| m  | = | metre          |
| L  | = | Litres         |
| kg | = | kilogram       |
| t  | = | ton (1 000 kg) |
| %  | = | per cent       |

9. The Tenderer shall enter a rate or lump sum for each item in BLACK INK
10. Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.
11. Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.
12. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.
13. Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.
14. All items for which terminology such as "inclusive" or "not applicable" have been added by

Bidder Initial:.....

Bidder  
.....

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any changes in quantities during the execution of the Contract.

The tenderer shall fill in rates for all items where the words "rate only" appears in the "Total" column. "Rate Only" items have been included where:

- a. an alternative item or material is contemplated;
- b. variations of specified components in the make-up of a pay item may be expected; and
- c. no work under the item is foreseen at tender stage by the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

15. Wherever reference has been made to product names, it also includes all similar Dihlabeng Local Municipality approved product names. Should alternative products be included, all relevant information to be supplied for approval by the Dihlabeng Local Municipality.

Bidder Initial:.....

Bidder

.....

Witness:

DLM initial: .....

DLM Witness: .....

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C2.2 BILL OF QUANTITIES**

| Item No      | Description  | Unit           | Quantity | Rate | Amount |
|--------------|--|----------------|----------|------|--------|
| <b>1</b>     | <b>SITE CLEARANCE</b>  |                |          |      |        |
| 1.1          | Clear and grub   | m <sup>2</sup> | 2600     |      |        |
|              | a) Removal of weeds and vegetation                           |                |          |      |        |
| 1.2          | Re-clear surfaces (only on instruction of the Engineer)      | m <sup>2</sup> | 650      |      |        |
| 1.3          | Take down existing fences                                    | m              | 450      |      |        |
| 1.4          | Re-instate existing fences                                   | m              | 450      |      |        |
| <b>2</b>     | <b>RECONSTRUCTION/SEALING OF DAMAGED AREA</b>                |                |          |      |        |
| 2.1          | Construction of collapsed/ damaged area (depth within 150mm) |                |          |      |        |
| 2.1.1        | a) Cut to spoil : Soft Excavation                            | m <sup>3</sup> | 100      |      |        |
|              | b) Reconstruct cut area                                      | m <sup>3</sup> | 100      |      |        |
| 2.2          | Crack sealing/filling  |                |          |      |        |
| 2.2.1        | a) Seal/fill cracks (<25mm) with SABS approved sealant       | m              | 300      |      |        |
| <b>3</b>     | <b>CONVENTIONAL SLURRY SEAL</b>                              |                |          |      |        |
| 3.1          | a) Medium overlay slurry seal(6-8mm thick)                   | m <sup>2</sup> | 2600     |      |        |
| <b>4</b>     | <b>CEMENT SCREED</b>   |                |          |      |        |
| 4.1          | a) levelling cement screed of 15mm thick                     | m <sup>2</sup> | 2600     |      |        |
| 4.2          | b) 15mm thick Modified rubber cement                         | m <sup>2</sup> | 2600     |      |        |
| <b>5</b>     | <b>PAINTING &amp; MARKINGS</b>                               |                |          |      |        |
| 5.1          | Court  |                |          |      |        |
| 5.1.1        | a) Playing space (Green)                                     | m <sup>2</sup> | 1800     |      |        |
| 5.1.2        | b) Clear space (Red)   | m <sup>2</sup> | 800      |      |        |
| 5.2          | Line Markings  |                |          |      |        |
| 5.2.1        | a) White   | m              | 600      |      |        |
| 5.2.2        | b) Yellow  | m              | 600      |      |        |
| 5.3          | Spray Paint Fence  | m              | 450      |      |        |
| <b>6</b>     | <b>NETS AND POSTS</b>  |                |          |      |        |
| 6.1          | a) Tennis  | no.            | 2        |      |        |
| 6.2          | b) Netball   | no.            | 2        |      |        |
| <b>7</b>     | <b>FENCING</b>   |                |          |      |        |
| 7.1          | a) Diamond mesh wire (4m High)                               | m              | 330      |      |        |
| <b>Total</b> |  |                |          |      |        |

| Bidder Initial:..... | Bidder Witness: ..... | DLM initial: ..... | DLM Witness: ..... |

## BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**SUMMARY OF BILL OF QUANTITIES**

|        |  |         |
|--------|--|---------|
| ITEM 1 | SITE CLEARANCE .....                           | R ..... |
| ITEM 2 | RECONSTRUCTION & SEALING OF DAMAGED AREAS..... | R ..... |
| ITEM 3 | CONVENTIONAL SLURRY SEAL .....                 | R ..... |
| ITEM 4 | CEMENT SCREED .....                            | R ..... |
| ITEM 5 | PAINTING & MARKINGS .....                      | R ..... |
| ITEM 6 | NETS AND POSTS .....                           | R ..... |
| ITEM 7 | FENCING .....                                  | R ..... |

|   |                |
|---|----------------|
| <b>SUBTOTAL</b> .....                                       | <b>R</b> ..... |
| ADD CONTINGENCIES @ 10.0% .....                             | R .....        |
| <b>SUBTOTAL</b> .....                                       | <b>R</b> ..... |
| ADD FOR CONTRACT PRICE ADJUSTMENT @ 5.0% .....              | R .....        |
| <b>SUBTOTAL</b> .....                                       | <b>R</b> ..... |
| ADD VAT @ 15 % .....  | R .....        |
| <b>TOTAL CARRIED TO THE FORM OF OFFER ON PAGE C.2</b> ..... | <b>R</b> ..... |

Time for Completion of the Contract .....(Months) (Max 3 Months)  
(Carried to Pg C.10, Par.1.1.1.14)

**SIGNED ON BEHALF OF TENDERER:** .....

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**DIHLABENG LOCAL MUNICIPALITY****BID NO: PW011/2023C****PART C3: SCOPE OF WORK**

APPOINTMENT OF A CONTRACTOR FOR BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**C3.1: THE WORKS**

- C3.1.1.1 Method of Measurement and Payment
- C3.1.1.2 Applicable Standardized Specifications
- C3.1.1.3 Use of Local Labour
- C3.1.1.4 Quality control and quality assurance measures
- C3.1.2 Scope of works
  - C3.1.2.1 Scope of the project
  - C3.1.2.2 Project location
  - C3.1.2.3 Affected communities
  - C3.1.2.4 Construction programme
- C3.1.3 Design Criteria
- C3.1.4 Environmental Issues
- C3.1.5 Employment of Local Labour
- C3.1.6 Project Specific Requirements
- C3.1.7 Site Information
  - C3.1.7.1 Site Location
  - C3.1.7.2 Site Facilities Available

**C3.2: VARIATIONS TO STANDARDIZED SPECIFICATIONS  
(Project Specific)****C3.3 MANAGEMENT OF THE WORKS****C3.4 HEALTH AND SAFETY**

BOHLOKONG: RESEALING OF FOUR TENNIS COURTS

**DIHLABENG LOCAL MUNICIPALITY****BID NO: PW011/2023C****PART C3.1: SCOPE OF THE WORKS****SCOPE**

The Project Specifications is set out as one entity.

**C3.1** Covers the general description of the Project, the facilities available and the requirements to be met.

**C3.2** Covers variations and additions to the Committee of Land Transport Officials (COLTO), Sabita (Design and construction of slurry seals), SASR(South African Sports and Recreation) norms and specifications and South African Bureau of Standards (SABS) 1200 Standardized Specifications that are applicable to this Contract.

**STATUS**

In the event of any discrepancy between the COLTO and SABS 1200 Standardized Specifications, and the Project Specification listed below, the Project Specification shall take precedence and shall govern.

**C3.1: THE WORKS****C3.1.1. PREAMBLE****C3.1.1.1. Method of Measurement and Payment**

The method of measurement and payment will be that provided for in the relevant standard specifications of the COLTO and SANS (SABS) 1200, or as amended under the Variations and Additions to the standard specifications of SANS, as provided in Section 2 of the Pricing instructions.

**C3.1.1.2. Applicable Standardized Specifications**

Although not bound in nor issued with this document, COLTO, SABITA, SANS (SABS) 1200 standardised specifications and SASR (South African Sports and Recreation) norms and specifications shall form part of the Contract Document.

**C3.1.1.3. Use of Local Labour**

The project is not entirely a labour intensive project. However, it is required that the Contractor shall use local labour as much as possible on this Contract and therefore he should ensure any item marked as Labour Intensive is not effectuated by mean of machinery.

**C3.1.1.4. Quality control and quality assurance measures**

The Contractor will solely be responsible for the production of work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site. The Engineer will audit the Contractor's quality assurance system on a regular basis to ensure



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that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible problems.

**C3.1.2. SCOPE OF WORKS****GENERAL****C3.1.2.1 Scope of Contract**

This project entails the reconstructing of base layer, fixing damaged surface areas, sealing cracks, resealing and painting of tennis courts including the fence.

The Scope will include but not limited to the following:

- The establishment on site
- Clearing and grubbing
- Remove fence
- Reconstruct damaged/collapsed surface areas: In-situ and base course layer
- Seal/fill cracked court surface with sealant
- Reseal court surface with conventional slurry seal of 6-8mm thick
- Top with modified rubber cement or cement screed
- Re-instate fence/ erect new fence
- Spray paint the fence
- Paint the finished court surfaces
- Line marking of the court surfaces
- Erect new nets and posts
- Clearing of the site after completion of the Works.

**C3.1.2.2 Project Location**

The contract will be carried out in Bohlokong, Dihlabeng Local Municipality located on the following coordinates:

| Unit Towns          | S        | E        |
|---------------------|----------|----------|
| Bethlehem/Bohlokong | 28.2423° | 28.3111° |

**Note that:**

- The project location is indicated on the Locality Plan attached as Appendix A.

**C3.1.2.3 Affected Communities**

The project will be limited to the community of Bohlokong/Bethlehem in Dihlabeng Local Municipality, Free State Province.

**C3.1.2.4 Construction Programme**

Construction duration will be 3 months.

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**C3.1.3 DESIGN CRITERIA**

The design/s will be carried out in accordance with the relevant applicable design guidelines.

**C3.1.4 ENVIRONMENTAL ISSUES**

The contractor has to ensure construction activities does not cause any harm to the surrounding flora and fauna.

Dust pollution should be kept to minimum and harm free to the surrounding community.

Housekeeping should be part of the daily routine work and, the contractor should ensure that driveways are accessible by the community at the end of every shift.

**C3.1.5 EMPLOYMENT OF LOCAL LABOUR**

All general workers will be employed from the local communities surrounding the project area. Priority will be given to unemployed youth and women. The target is to have a man/women employment ratio of 50/50.

The minimum hourly labour rate to be used on this contract will be as per recent rate as published by the Department of Labour.

**C3.1.6 PROJECT SPECIFIC REQUIREMENTS**  
**Protection of Existing Works**

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing works against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him in good time.

**Protection of Excavations**

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

**No excavations may be left open over weekends and Public Holidays unless properly protected.** The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

**Spoil Material**

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

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**Finishing, Tidying and Period of Maintenance**

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 51(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole.

**Security of Contractor's Site**

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in the General Conditions of Contract.

**Courtesy**

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councilor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

**THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)**

Contractors are required to register as employers in terms of the COID Act.

Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.

In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor,

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and so effect settlement of the matter.

**THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)**

Contractors are required to register as employers in terms of the LR Act.

Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

**THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)**

Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

**THE INCOME TAX ACT (ACT 58 of 1962)**

Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

**THE VALUE ADDED TAX ACT (ACT 89 of 1991)**

Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the limit as determined by the SARS from time-to-time, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

It is recorded that the Employer in this contract is registered as a VAT vendor.

**COMPLIANCE WITH LEGISLATION**

Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The above Acts as amended from time to time, are listed for the attention and convenience of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

**NON COMPLIANCE WITH LEGISLATION**

The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

If at any time during this contract, including the defects liability period, the Employer and/or the Engineer and/or the Engineer's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor, notwithstanding any other clause to the contrary.

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**Extension of time due to abnormal rainfall**

No extension of the Time of Completion shall be granted for normal rainfall.

- (a) The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor can expect to lose due to normal rainfall. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his operations as specified under (b), less the sum of the number of days calculated from the table as being due to normal rainfall.

| <b>EXPECTED NUMBER OF WORKING DAYS LOST<br/>DUE TO NORMAL RAINFALL</b> |             |              |             |
|--|-------------|--------------|-------------|
| <b>Month</b>   | <b>Days</b> | <b>Month</b> | <b>Days</b> |
| January  | 5           | July         | 1           |
| February   | 5           | August       | 2           |
| March  | 5           | September    | 2           |
| April  | 4           | October      | 3           |
| May  | 2           | November     | 4           |
| June   | 2           | December     | 5           |

- (a) A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days.

**C3.1.7 SITE INFORMATION****C3.1.7.1. Site Location**

This project will be located in Bohlokong and Bakenpark respectively.

The project location is indicated on the Locality Plan.

**C3.1.7.2. Site Facilities Available****C3.1.7.2.1. Water Supplies**

The Contractor shall at his own cost, make all necessary arrangements for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

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C3.1.7.2.2. Site Camp

The Contractor will be required to establish his own site camp adjacent to the works site. This site shall be restored to its original condition by the Contractor on completion of the contract.

C3.1.7.2.3. Other Facilities

The Contractor shall make his own arrangements for all other necessary facilities during the period of the contract.

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**C3.2 : VARIATIONS TO STANDARDISED SPECIFICATIONS**

Variations to standardized specifications will apply only on instruction of the engineer.

**PARTICULAR SPECIFICATIONS****PLI: GENERIC LABOUR-INTENSIVE SPECIFICATION****PLI 1 Scope**

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) Trenches having a depth of less than 1.5 meters
- (b) Clearing and grubbing of weeds
- (c) Painting
- (d) Slurry sealing

**PLI 2 Painting**

Painting shall be done by hand.

**PLI 3 Hand excavate-able material**

Hand excavate-able material is material:

**(a) Granular materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) Where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

**(b) Cohesive materials:**

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

- Note:
- (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.
  - (2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

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**Table 1: Consistency of materials when profiled**

| Granular materials |   | Cohesive materials |  |
|--------------------|---|--------------------|--|
| Consistency        | Description   | Consistency        | Description  |
| Very loose         | Crumbles very easily when scraped with a geological pick.   | Very soft          | Geological pick head can easily be pushed in as far as the shaft of the handle.  |
| Loose              | Small resistance to penetration by sharp end of a geological pick.  | Soft               | Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.  |
| Medium dense       | Considerable resistance to penetration by sharp end of a geological pick.                                     | Firm               | Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade. |
| Dense              | Very high resistance to penetration by the sharp end of geological picks; requires many blows for excavation. | Stiff              | Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.   |
| Very dense         | High resistance to repeated blows of a geological pick.   | Very stiff         | Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.  |

**PLI 4 Trench excavation**

All hand excavate able material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

**PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)**

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

(a) to 90% Proctor density;

(b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or

(c) Such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.



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**PLI 6            Excavation**

All hand excavate able material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

**PLI 7            Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**PLI 8            Shaping**

All shaping shall be undertaken by hand.

**PLI 9            Loading**

All loading shall be done by hand, regardless of the method of haulage.

**PLI 10           Haul**

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

**PLI 11           Offloading**

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

**PLI 12           Spreading**

All material shall be spread by hand.

**PLI 13           Compaction**

Small areas may be compacted by hand provided that the specified compaction is achieve.

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**SCHEDULE OF QUANTITIES**

**Note:** *Labour-intensive works must be highlighted in the schedule of quantities for the payment items relating to labour-intensive works.*

*The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedule of quantities in the contract with the contractor:*

- 1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the schedule of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

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**C3.3 MANAGEMENT OF THE WORKS**

**C3.3.1 GENERIC SPECIFICATIONS**

The SANS 1200 Standardized Specifications listed in C3.1.1.2 and the Variation to Standardized Specifications as listed in C3.2 are applicable.

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**C3.4 HEALTH AND SAFETY**

The OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT) covers inter alia "any work in connection with -

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) The installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) The moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatary in terms of the OHS Act.

The arrangements and procedures to ensure compliance by the Mandatary with the provisions of the OHS Act referred to in the Agreement, in Part 10 : Pro-forma's, between the Employer and the Contractor in this contract are:

- 1 The Mandatary shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2 The Mandatary shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 3 The Mandatary shall cause all such records to be examined by a Safety Committee in terms of Clause 10 (3) of the GAR.
- 4 The Mandatary shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 5 The Mandatary shall charge a full-time employee designated in writing by the Mandatary with the duty of supervising the performance of the work (or the Mandatary may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 6 The Mandatary shall before commencing or carrying out the work, inform the divisional inspector in writing of:-
  - a) The address of the premises on which such work will be carried out,
  - b) The nature of such work,
  - c) The date on which it is expected that such work will be commenced, and
  - d) The date on which it is expected that such work will be completed;

All in terms of Clause 15c of the GAR

- 7 The Mandatary shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

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**C3.4.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****(a) Construction Regulations, 2003**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 (the regulations) as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Bill of Quantities and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2003, which are bound in the Contract document.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Bill of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

**(b) Project Safety Specification**

It is recorded that this project will be undertaken in accordance with the guidelines and requirements included under the **Safety Specification: Construction, Health and Safety as attached under Appendix '1'** and the sub-sections thereto. The contents of the specification are based on the minimum requirements as stipulated under the Occupational Health and Safety Act No 85 of 1993 (OHS) and the Construction Regulations of July 2003 (CR).

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DIHLABENG LOCAL MUNICIPALITY

DEPARTMENT NAME: PUBLIC WORKS

BID NO: PW011/2023C

APPOINTMENT OF A CONTRACTOR FOR BOHLOKONG: RESEALING OF FOUR TENNIS COURTS.

**PART C4 SITE INFORMATION**

C4.1 LOCALITY PLAN – APPENDIX A

C4.2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS – APPENDIX B

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**APPENDIX A**

**C4.1: LOCALITY PLAN**

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**APPENDIX B**

**C4.2: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

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**SECTION OHS : OHS 1993 HEALTH AND SAFETY SPECIFICATION****OHS.1 SCOPE**

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHS 1993 and the Construction Regulations 2014.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)

Working above a continuously flowing river and in a flood plain environment subject to flooding

Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds

Steep and restricted access to the lower flood plain below the bridge

Potentially dangerous existing services, i.e., gas lines, water and sewerage mains, electrical high voltage cables, on the bridge, buried and overhead

Deep excavations in soils requiring shoring or reducing of slopes

Blasting of hard rock or demolition of concrete

High pressure during testing of the relocated pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing

Potentially harmful gasses when tying into the existing sewer mains

Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services

Exposure to possible injuries due to mishandling or failure of power and hand tools

Falling debris, tools and materials from bridge

Non-conformance to specifications with regards to fasteners and materials

Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

**OHS.2 DEFINITIONS**

For the purpose of this contract the following shall apply:

"Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "client" as defined in the Construction Regulations 2014. "Employer" and "client" is therefore interchangeable and shall be read in the context of the relevant document.

(b) "Contractor" wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor" as defined in the General Conditions of Contract.

In this specification the terms "principal contractor" and "contractor" are replaced with "Contractor" and

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“subcontractor” respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) “Engineer” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

## OHS.3 TENDERS

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

## OHS.4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be Completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

## OHS.5 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

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## OHS.6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

## Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

## Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## OHS.7 APPOINTMENT OF SAFETY PERSONNEL

## Construction Supervisor

The Contractor shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor were justified by the scope and complexity of the works.

## Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer if so, decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

## Health and safety representatives

In terms of Section 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a health and safety representative whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

## Health and safety committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

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The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

## Competent persons

In accordance with the Construction Regulations the Contractor has to appoint in writing competent persons responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 9 of the Construction Regulations;
- (b) Fall protection as described in Regulation 10;
- (c) Excavation works as described in Regulation 13;
- (d) Demolition works as described in Regulation 14;
- (e) Scaffolding work as described in Regulation 16;
- (f) Suspended platform operations as described in Regulation 17;
- (g) Material hoists as described in Regulation 19;
- (h) Bulk Mixing plant operations as described in Regulation 20;
- (i) Explosive actuated fastening device as described in Regulation 21;
- (j) Cranes as described in Regulation 22;
- (k) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 23(1);
- (l) Control of all temporary electrical installation on the construction site as described in Regulation 24;
- (m) Stacking and storage on construction sites as described in Regulation 28; and
- (n) Fire precautions on construction sites as described in Regulation 29.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

## OHS.8 RECORDS AND REGISTERS

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- A copy of the OHS 1993 Construction Regulations 2014;
- A copy of this Health and Safety Specification;
- A copy of the Contractor's Health and Safety Plan (Regulation 7);
- A copy of the Notification of Construction Work (Regulation 4);
- A health and safety file in terms of Regulation 7(1b) with inputs by the Construction Safety Officer (Regulation 8(5));
- A copy of the risk assessment described in Regulation 9;
- A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 10;
- Drawings pertaining to the design of structures (Regulation 11(1c)) and temporary works (Regulation 10) must be kept on site;
- Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 13(2)(h));
- A copy of the certificate of the system design for suspended platforms (Regulation 17(3));
- A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 11(2));

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Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 19(8));

A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 19(8));

A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 21(2));

A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 23(1) (k)).

## OHS.9 CONTRACTORS RESPONSIBILITIES

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2014.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

## (a) Contractor's position in relation to the Employer (Client) (Regulation 5)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

## (b) The Principal Contractor and Contractor (Regulation 7)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

## (c) Management Supervision of construction work (Regulation 8)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 8 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 8.

## (d) Risk assessment for construction works (Regulation 9)

The Contractor shall have the risk assessment made as set out in paragraph 3 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 9.

## (e) Fall protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction

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## Regulations.

## (f) Structures (Regulation 11)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition, the Contractor shall comply with all aspects of Regulation 11 of the Construction Regulations.

## (g) Temporary works (Regulation 12)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

## (h) Excavation (Regulation 13)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

## (i) Demolition work (Regulation 14)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 14 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

## (j) Tunneling (Regulation 15)

The Contractor shall comply with Regulation 15 wherever tunneling of any kind is involved.

## (k) Scaffolding (Regulation 16)

The Contractor shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

## (l) Suspended platforms (Regulation 17)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 17 of the Construction Regulations.

## (m) Rope Access (Regulation 18)

Where rope access is required on the construction site, the Contractor shall comply with Regulation 18.

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## (n) Material Hoists (Regulation 19)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 19 to the letter.

## (o) Bulk Mixing plants (Regulation 20)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 20. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

## (p) Explosive actuated fastening devices (Regulation 21)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 21 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

## (q) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 22 shall be complied with.

## (r) Construction vehicles and mobile plant (Regulation 23)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

## (s) Electrical installation and machinery on construction sites (Regulation 24)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 24.

## (t) Use of temporary storage of flammable liquids on construction sites (Regulation 25)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 25 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.



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## (u) Water environments (Regulation 26)

Where construction work is done over or in close proximity to water, the provisions of Regulation 26 shall apply.

## (v) Housekeeping and general safeguarding on construction sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

## (w) Stacking and storage on construction sites (Regulation 28)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 28 of the Construction Regulations shall apply.

## (x) Fire precautions on construction sites (Regulation 29)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 29 of the Construction Regulations.

## (y) Construction welfare facilities (Regulation 30)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 30 of the Construction Regulations.

## (z) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 4 to 30 as listed in Regulation 33, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

## OHS.10 MEASUREMENT AND PAYMENT

## Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

## Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 9.1 to 9.5 shall be members of the

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Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

### C3.6 HIV/AIDS REQUIREMENTS

#### C1001 SCOPE

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers.

Informing Workers of their rights with regard to HIV/AIDS in the workplace.

Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices.

#### C1002 DEFINITIONS AND ABBREVIATIONS

##### a) Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programs.

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent.

Worker: Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in all,

##### b) Abbreviations

|      |   |                                     |
|------|---|-------------------------------------|
| HIV  | : | Human Immunodeficiency Virus        |
| AIDS | : | Acquired Immune Deficiency Syndrome |
| STI  | : | Sexually Transmitted Infection      |

#### C1003 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers.

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

Number of Workers and Sub-contractors on site

When new Workers or Sub-contractors will join the construction project

Duration of Workers and Sub-contractors on site

How the maximum number of Workers can be targeted with workshops

How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5-hour workshop per Worker

Profile of Workers, including educational level, age and gender (if available)

Preferred time of day or month to conduct workshops

A Gantt chart reflecting the construction programme, for scheduling of workshops

Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 14 days after the Commencement Date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training.

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- The nature of the disease;
- How it is transmitted;
- Safe sexual behaviour;
- Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;

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- e) Attitudes towards other people with HIV/AIDS;
  - f) Rights of the Worker in the workplace;
  - g) How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
  - h) How the Service Provider will support the Awareness Champion;
  - i) Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
  - j) How the workshops will be presented, including frequency and duration;
  - k) How the workshops will fit in with the construction programme;
  - l) How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
  - m) How the video will be used;
  - n) How the Service Provider will elicit maximum participation from the Workers;
  - o) A questions and answers slot (interactive session)
- The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated.

## C1004 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

- a) Workshops
  - The Contractor shall ensure that all Workers attend the workshops.
  - The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops.
- b) Recommended practice
  - i) Workshop Schedule
    - Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan.
    - Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing information. Workers will also have an opportunity to ask questions at a following session.
  - ii) Service Providers
    - A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works.
  - iii) HIV/AIDS Specific Learning Outcomes and Assessment Criteria
    - Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours.
- c) Displaying of plastic laminated posters and distribution of information booklets.
  - The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works.
  - The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's.
  - Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover.
  - Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds.
  - The posters on display must always be intact, clear and readable.
  - Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site.

## C1005 PROVIDING WORKERS WITH ACCESS TO CONDOMS

- The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SANS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.
- At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over.
- Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to

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site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

#### C1006 ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers.

#### C1007 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner.

The Awareness Champion shall be responsible for:

- a) Liaising with the Service Provider on organising awareness workshops;
- b) Filling condom dispensers and monitoring condom distribution;
- c) Handing out information booklets;
- d) Placing and maintaining posters

#### C1008 MONITORING

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

### C3.7 OCCUPATIONAL HEALTH AND SAFETY

#### D1001 GENERAL

##### a) Tender Document

This document is the pre-contract Health and Safety Specification which must be used by the Principal Contractor and Sub Contractors appointed by the Principal Contractor to compile Health and Safety Plans for this project and forms part of the tender documentation.

The Principal Contractor and Sub Contractors' particular attention is drawn to paragraph 2 of this specification whereby

"Upon award of the contract, the contractor is to assume and adopt the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003."

The health and safety specifications outlined herein must be taken into account and due allowance made within the pricing of appropriate items contained within the specification. Where the Tenderer is of the opinion that a requirement is missing or is not adequately specified then this shall be drawn to the Client / Client's Agent's attention during the tender period. In the absence of any direction to the contrary, the Tenderer shall as part of the tender submission, set out the details of such discrepancy together with the costs associated therewith, separately identified and included within the tender figure.

##### b) Principal Contractor

The successful Tenderer will on be signing of the contract for; CONSTRUCTION OF ATBARA ROAD & STORMWATER be required to fulfil the function and duties of the Principal Contractor as set out in the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

##### c) Start of Construction Phase

The construction phase shall not commence until the Principal Contractor's Health and Safety Plan was considered and approved by the Client / Client's Agent and Design Team. The Client / Client's Agent shall discuss and negotiate with the Principal Contractor the contents of the Health and Safety Plan submitted by the Principal Contractor before finally approving it for implementation.

The construction phase shall not commence until written permission is received from the Client / Client's Agent. In this respect the Client / Client's Agent may rely on the advice of the Design Team as to the adequacy and comprehensiveness of the Plan offered by the Principal Contractor.

In preparing their detailed Health and Safety Plan based on the relevant sections of this Health and

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safety Specifications supplied to them by the Client, Client's Agent, contractors must allow for the adoption of safe working procedures and co-ordinate and rationalize activities to avoid controllable hazards arising due to clashes of activities.

d) Sub-Contractors, Suppliers & Designers

The Principal Contractor shall ensure that all direct appointments in connection with this project include provisions for the compliance of his sub-contractors, suppliers and designers, etc, with the relevant provision of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulations 2003 No. R. 1010 promulgated 18 July 2003.

e) Liaison

The Principal Contractor shall together with all his appointees, liaison with the Client / Client's Agent as required under the Regulations and agree procedures for the transfer of relevant Information in respect of designs and in connection with the preparation of the Health and Safety File.

f) Advice

The Tenderer shall, as part of the tender submission, indicate where advice will or may be required of the Client / Client's Agent in respect of the competence of the Tenderer's designers and the adequacy of resources allocated or to be allocated by them.

g) Undertaking by Principal Contractor and Sub-Contractors appointed by the Principal Contractor

The Principal Contractor as well as Sub-Contractors appointed by him / her shall undertake in writing to ensure that the provisions of the Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, in particular the Construction Regulation of 2003 No. R 1010 and any amendments or re-enactments thereto are complied with. The attached Occupational Health and Safety provisions undertaking form for the Principal Contractor in Appendix 1 shall be completed and signed by the Managing Director of the company / firm awarded the tender.

h) Client's Occupational Health and Safety Agent:

Name: Successful Tenderer will be informed.

Address:

Tel:

Fax:

Mobile:

## D1002 INFORMATION REQUIREMENTS

The contractor must provide the following information.

a) General

The Principal Contractor / Sub-Contractor shall have an OHS Policy in accordance with the OHS (Occupational Health and Safety Act, Act 85 of 1993) and include a copy of the Policy in the Health and Safety Plan to be submitted by the Principal Contractor / Sub-Contractor.

The Principal Contractor / Sub-Contractor shall promptly display a copy of the Company's OHS Policy on the OHS Notice Board for the duration of the contract and include it into information provided to persons at the contract OHS induction.

The Principal Contractor shall develop a Contract specific OHS Management Commitment Statement based on the Company's OHS Policy.

The Principal Contractor's Managing Director shall sign the Commitment Statement and prominently display a copy on the OHS Notice Board for the duration of the contract. A copy of the Commitment Statement shall be included in information provided to persons at the Contract OHS induction and a copy shall also be supplied to each sub-contractor.

b) Management

Details of the personnel and management systems to be put in place to prepare, manage, implement, conduct and monitor the Health and Safety Plan for the project. Broadly speaking your:

Organisation's internal structure that establishes SHE (Safety, Health and Environmental) ROLES, RESPONSIBILITIES, ACCOUNTABILITIES, and REPORTING RELATIONSHIPS,

SHE (Safety, Health and Environmental) PLANS, POLICIES, PROCEDURES, DIRECTIVES and STANDARDS that provide instructions as to how activities and functions are to be carried out,

SHE (Safety, Health and Environmental) CONTROLS, INSPECTIONS, REVIEWS, etc. built into construction operations to ensure that performance is consistent with SHE (Safety, Health and Environmental) objectives and requirements,

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SHE (Safety, Health and Environmental) COMMUNICATION MECHANISMS for collecting, handling and reporting information.

In other words, Management Systems that specifies WHO is going to do WHAT, WHERE, WHEN, Why and HOW.

Details of relevant qualifications and experience held by the persons nominated above, including recent health and safety education and training undertaken.

Procedures for determining the competence of contractors engaged on the project, whether employed by the contractor directly or by others, to fulfil their duties under the Construction Regulations 2003 (No. R. 1010 Promulgated 18 July 2003).

c) Hazard Identification, Risk Assessment and control

The Principal Contractor / Sub-Contractor shall detail and implement procedures that will identify hazards, assess risks and determine suitable control measures as they arise throughout term of the contract. These procedures shall both comply with and be implemented and managed in accordance with the specification. The Principal Contractor / Sub-Contractor shall detail and implement procedures that ensure control measures are evaluated for effectiveness and modified as necessary. The evaluation procedure shall detail the responsibilities, timelines and records that will be kept as part of the process.

Where Risk is controlled through administrative control measures, the Principal Contractor / Sub-Contractor shall ensure that the administrative measures are:

Clearly documented and those personnel responsible for implementation and management are explicitly defined;

Understood by all relevant personnel through training and assessment;

Implemented as documented and promptly reviewed for effectiveness following initial implementation;

Amended and authorized as required;

Adequately supervised, managed and audited to ensure continuing compliance;

Available at all times wherever the measures are being implemented.

Any piece of plant or equipment not complying with the specification shall cease operation until the Principal Contractor / Sub-Contractor can demonstrate to the satisfaction of the Client / Client's Agent that the piece of non-conforming plant or equipment conforms to these requirements.

d) Health and Safety Plan

The Principal Contractor / Sub-Contractor shall develop a Health & Safety Plan to reflect variations in design or changes in site conditions and liaise with the Client / Client's Agent.

The Principal Contractor shall develop this Health and Safety Plan so that it:

Incorporates the contractor's approach to managing the construction work to ensure the health and safety of all persons carrying out the construction work and all persons who may be affected by their work.

Includes the risk assessments prepared by all Contractors under their duties set out in the Construction Regulations 2003 and any other relevant legislation (i.e., the OHS Act and Regulations, etc).

Includes the arrangements for ensuring that, where appropriate or specifically requested, all Contractors / Sub-Contractors prepare suitable and sufficient method statements for their construction works which incorporate adequate measures for ensuring the health and safety of all persons who may be affected by these works.

Incorporates the common arrangements for site safety, statutory notices and registers etc.

Includes the site rules to be adopted for controlling the risks to health and safety during the construction phase(s) or the project.

Includes reasonable arrangements for monitoring compliance with health and safety legislation and site rules.

Includes reasonable measures to ensure co-operation between all Contractors and Sub-Contractors in respect of health and safety provisions and prohibitions.

Includes the steps to be taken to ensure that only authorised persons are allowed into any premises or parts of the site / premises where construction work is being carried out.

Includes arrangements for emergency procedures.

Includes arrangements for ensuring that, so far as is reasonably practicable, every Contractor and Sub-Contractor is provided with comprehensible information about the risks to health and safety of that Contractor / Sub-Contractor, or of any employees or other persons under their control, arising out of the construction works, including the emergency procedures

Includes details of the arrangements for ensuring, so far as is reasonably practicable, that the employees or other persons under the control of any Contractor / Sub-Contractor, and any visitors to the site, receive adequate information about the risks to their health and safety arising out of the construction works and, where necessary, adequate training to carry out their work in a safe and healthy manner.

Includes arrangements for providing all persons at work on the site and visitors to the site with the opportunity and means of discussing and offering advice on health and safety issues relating to the construction works.

Includes arrangements for the reporting of any accidents, injuries or dangerous occurrences, including

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conforming to the statutory requirements.

Can be modified as the work proceeds to take account of any information received from Contractors / Sub-Contractors, any experience gained during the course of the project or any changes necessary as a result of unforeseen circumstances or alterations to the design.

e) Programme

A time estimate required by the contractor to implement the Health & Safety Plan sufficiently for works to commence on site.

f) Cost

A detailed breakdown of costs allowed in the contractor's tender for preparing, managing, implementing and monitoring the Health and Safety Plan, and for complying with the requirements imposed on the Principal Contractors under the Construction Regulations of 2003(No. R. 1010 Promulgated 18 July 2003).

D1003 GENERAL SITE SAFETY

a) Safety training & education

The Principal Contractor shall detail the OHS competencies and training received by its contract management personnel.

The Principal Contractor's Health and Safety Plan shall have a detailed register of the skills and competencies for all personnel for the activities that the personnel will undertake under the contract. (E.g. Mobile plant operators, crane operators etc.)

The Principal Contractor shall demonstrate and maintain documentary evidence of competencies on site for the duration of the contract.

b) Induction Training

The Principal Contractor / Sub-Contractor shall develop and detail a Site Induction Training Programme as part of the Occupational Health and Safety Plan to be submitted to the Client / Client's Agent prior to commencement of construction that includes as a minimum:

Training related to hazards likely to be encountered on Site and control measures that have been developed in response to these hazards;

Roles and Responsibilities;

The requirements of the Health and Safety Plan submitted and approved;

Address the identified issues in the Fire Safety, Emergency, Evacuation and Rescue Plan to ensure that all Site personnel are aware of procedures in the event of an incident or emergency occurring;

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

c) Induction training for specified work

The Principal Contractor/Sub-Contractor shall conduct Site Specific Occupational Health and Safety Induction Training for all personnel, the Client/Client's Agent and all visitors not escorted on Site by inducted persons.

The Principal Contractor / Sub-Contractor shall evaluate all persons undertaking the Site Induction Training through a written test to ensure that inductees have an understanding of the OHS (Occupational Health and Safety) requirements for the contract. The written tests shall be signed and dated by the person undertaking the induction training to attest to their understanding and be retained by the Principal Contractor / Sub-Contractor as a record that the training has been completed.

d) Recording & reporting of injuries

Make arrangements for all contractors to report accidents, ill health and dangerous occurrences notifiable to the Department of Labour under Section 24 of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993) (Reporting to DOL (Department of Labour) Inspector regarding certain incidents).

All lost time incidents associated with the contract works or reportable as defined by Section 24 of the OHS Act shall be immediately reported to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall provide a detailed report of all accidents / incidents, including events that could have become lost time incidents were it not for fortuitous circumstances to the Client / Client's Agent within 5 days of the incident occurring. The Principal Contractor / Sub-Contractor shall provide copies of all reports and information associated with the incidents to the Client / Client's Agent. Copies of reports must be placed on the Health and Safety File.

Where the Principal Contractor / Sub-Contractor has been:

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Served with a prohibition, contravention or improvement notice under the OHS Act; or  
Required to comply with any order issued by an inspector for the Department of Labour;

The Principal Contractor / Sub-Contractor shall immediately supply a copy of that notice, order or notification to the Client / Client's Agent.

Where the Principal Contractor / Sub-Contractor have been served with a summons or is convicted of any offence in relation to occupational health and safety, the Principal Contractor / Sub Contractor shall immediately supply a copy of that summons to the Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail the reporting and investigation procedures for incident investigation. The procedures shall include the investigating officer responsible and the time limits imposed for reporting and investigating the incident and to implement corrective action in a timely manner so as to prevent a recurrence.

The client / Client's Agent may participate in or undertake an investigation into the incident, injury or illness at its discretion and the Principal Contractor / Sub-Contractor shall cooperate with and provide assistance to the investigation organised and undertaken by the Client / Client's Agent.

e) First Aid

Establish and implement a first-aid programme to provide emergency treatment to victims of accidents, chemical substances or excessive exposure to toxic substances.

The programme shall include:

proper first aid facilities administered by qualified personnel,  
first-aid boxes,  
first-aid room, where there are 500 or more workers on site,  
training and re-training of first-aiders,  
first-aid treatment procedures,  
standard procedures,  
special procedures, e.g., for poisoning,  
maintenance of first-aid facilities

All first-aid provisions shall comply with the OHS Act (Act 85 of 1993)

f) Fire protection and prevention

Appropriate measures must be taken to avoid the risk of fire.

Sufficient and suitable storage must be provided for flammable liquids, solids and gases.

Smoking must be prohibited and notices in this regard must be prominently displayed in all places containing readily combustible or flammable materials;

Combustible materials must not accumulate on the construction site.

Welding, flame cutting and other hot work may only be done after the appropriate precautions have been taken to reduce the risk of fire.

Suitable and sufficient fire-extinguishing equipment must be placed at strategic locations and such equipment must be maintained in good working order

A sufficient number of workers must be trained in the use of fire-extinguishing equipment.

g) Site Emergency Procedures

The Principal Contractor/Sub-Contractor shall establish an Emergency Evacuation and Rescue plan.

The plan shall include the following detail:

The role and responsibility of every individual in the work area on fire safety emergency evacuation and rescue;

General work area precautions, fire prevention, detection, protection and warning alarm systems;

Firefighting and rescue equipment including types of fire extinguishers;

Fire safety measures for Site accommodation;

Escape and communication;

Fire brigade access, facilities and coordination;

Fire drills and training including the use of firefighting equipment;

Material storage including flammable liquids, gasses and waste;

The Principal Contractor / Sub-Contractor shall ensure that all procedures, precautionary measures and safety standards stipulated in the Plan are communicated, implemented and complied with by all workers including other interfacing contractors on Site.

The Principal Contractor / Sub-Contractor shall practise their emergency preparedness within six (6) weeks of the commencement of work and at least four (4) monthly intervals thereafter.

The Principal Contractor / Sub-Contractor shall review and ensure the adequacy of the Plan as the work progress.

The Principal Contractor / Sub-Contractor shall conduct monthly checks on firefighting equipment and test alarms and detection devices installed on Site and document findings in a register which shall be on site at all times for inspection.



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The Principal Contractor / Sub-Contractor shall conduct weekly inspections of escape routes, fire brigade access, firefighting facilities and working areas to ensure that the requirements stipulated in the Fire Safety, Emergency, Evacuation and Rescue Plan are complied with. All inspection records shall be documented in registers and kept in the Health and Safety file for inspection at any time.

## h) Housekeeping

Suitable housekeeping must continuously be implemented on the construction site, including:

proper storage of materials and equipment

removal of scrap, waste and debris at appropriate intervals;

Loose materials shall not be placed or allowed to accumulate on the site so as to obstruct access and egress from workplaces and passageways.

## i) Stacking &amp; Storage

Adequate storage areas must be provided.

Storage areas must be kept neat and under control.

## j) Illumination

Provide adequate artificial lighting when work is carried out after dark or inside buildings.

## k) Sanitation / Hygiene

Provision of site hygiene facilities:

One sanitary facility for every 30 workers.

Adequate washing facilities.

One shower facility for every 15 workers;

Drying sheds, huts, rooms or other accommodation for sheltering during bad weather, storing clothes and taking meals. Facilities should include tables and chairs, suitable means for boiling water and a supply of wholesome drinking water.

The contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

## l) Personal Protective Equipment

The Principal Contractor / Sub-Contractor shall provide and maintain suitable PPE (Personal Protective Equipment) for all employees employed on the Site.

The Principal Contractor / Sub-Contractor shall ensure that such PPE comply with the requirements of the OHS Act (Occupational Health and Safety Act, Act 85 of 1993).

The Principal Contractor / Sub-Contractor shall also ensure that all equipment is properly used by his / her employees during the course of their work.

The Principal Contractor / Sub-Contractor shall record all issues of all equipment to his / her employees in documented registers and such registers shall be kept in the Health and Safety File on site and made available for inspection at all times.

The Principal Contractor / Sub-Contractor shall provide the Client / Client's Agent with a colour code by which employees will be identified with regard to occupations, responsibilities, accountabilities, reporting relationships and access to different locations on site. (e.g., hard hats, overalls).

PPE shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards.

All personal protective equipment shall be of safe design and construction for the work to be performed.

## m) Permit to work requirements

Institute a "hot work" permit system in respect of:

metalwork flame cutting,

site welding.

## n) Lock-out

Institute a "Lock-out" procedure in respect of controlling energy so as to prevent unexpected operation or activation of machinery or equipment. This procedure must include a written policy, specific procedures, rules and supervisory follow-up, covering the positive locking of switches and valves to ensure that alterations, maintenance, set-up and or other work can be performed safely.

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## o) Monthly Health and Safety Audits

The Principal Contractor shall carry out monthly Health and Safety Audits on the measures contained within his / her Health and Safety Plan submitted to the Client / Client's Agent as well as Health and Safety Plans submitted by Sub-Contractors appointed by the Principal Contractor to demonstrate that the required level of health and safety are being achieved and maintained and compile a full report to the Client / Client's Agent on such audit.

The Client / Client's Agent will audit the Principal Contractor as well as his / her Sub-contractor's Health and Safety Plans from time to time and will advise the Principal Contractor of any matter with which he / she is not satisfied and the Principal Contractor shall take such steps as are necessary to satisfy the Client / Client's Agent.

The Client / Client's Agent will carry out such audits as he / she considers necessary but not less than monthly. The Principal Contractor shall make available, specialist personnel as the Client / Client's Agent may consider necessary for the performance of such audits.

The Principal Contractor shall develop and maintain an Audit Schedule that details the audits planned to be undertaken by the Principal Contractor of the work under the contract, including sub-contractors, for the duration of the contract. The Audit Schedule shall form part of the Health and Safety Plan that needs to be submitted by the Principal Contractor.

Audit reports shall detail the scope of the audit, the audit questions and the audit findings.

The Client / Client's Agent shall be promptly provided with copies of all audit reports together with other documentation to show that all matters raised have been appropriately addressed.

Unless otherwise directed by the Client / Client's Agent the Principal Contractor / Sub-Contractor shall undertake its initial OHS Audit within 4 weeks of commencement of work. The Principal Contractor / Sub-Contractor shall undertake subsequent OHS Audits at a frequency not less than once every 3 months.

All Principal Contractor's OHS Audits shall include an assessment of Sub-Contractor compliance with the approved OHS Plan.

## p) Management Review

The Principal Contractor shall undertake an independent review of the Health and Safety Plan for the contract in accordance with the requirements of the OHS Act, relevant Regulations and in particular the Construction Regulations 2003.

A review shall be undertaken 3 months after commencement of the contract and every 6 months thereafter for the duration of the contract.

Following the completion of the review, the Principal Contractor shall submit a written report that details the suitability, adequacy and effectiveness of the OHS Plan and to certify that the Site procedures, practises and operations are in accordance with the contract.

## q) Provision of Information

Provide Sub-Contractors appointed by him / her with the relevant sections of the Health and Safety specifications pertaining to the construction work which has to be performed.

Where changes are brought to the design and construction, provide sufficient information and appropriate resources to the Sub-Contractor to execute the work safely.

Discuss and negotiate with Sub-Contractors the contents of the Health and Safety Plan / Plans submitted by them and finally approve such plans for implementation.

Ensure that copies of Health and Safety plans compiled by the Principal Contractor and his / her Sub-Contractors are available on request to an employee, DOL Inspector, contractor, Client / Client's Agent.

The Principal Contractor / Sub-Contractor shall detail procedures that will ensure that personnel are suitably consulted and communicated with during the planning and application of work activities associated with the contract.

The Principal Contractor / Sub-Contractor shall detail the procedures for the identification, assessment and control of hazards associated with the day-to-day work activities. These procedures shall include requirements for consultation with personnel involved in the work activity.

The Principal Contractor / Sub-Contractor shall have procedures for ensuring that OHS information is communicated to and from its personnel. The Principal Contractor / Sub-Contractor shall hold OHS meetings with all personnel or their representatives at the site on a weekly basis.

Minutes shall be recorded for all OHS meetings and posted on OHS notice boards within 48 hours of the meeting.

The Principal Contractor / Sub-Contractor shall maintain at the Site an OHS Notice Board located in a prominent position and accessible to all personnel, for the distribution of OHS information.

The Principal Contractor / Sub-Contractor shall as a minimum, establish and implement procedures for reporting

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relevant and timely information with regard to OHS Performance and incidents.

The Principal Contractor / Sub-Contractor shall establish, implement and maintain a controlled copy of all Contract OHS documentation on Site.

Where the Principal Contractor / Sub-Contractor's Health and Safety Plan references other documentation including the contract, the Principal Contractor / Sub-Contractor shall ensure that section and clause numbers are clearly denoted in its Health and Safety Plan. All documentation referenced in the Health and Safety Plan shall be available on Site for the duration of the contract.

Ensure that Health and Safety Files kept by Sub-Contractors appointed by the Principal Contractor is kept on site and made available to an inspector, Client / Client's Agent.

Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.

In addition to the Health and Safety File compile a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

r) Stop the execution of Construction Work

Stop any construction / construction related work conducted by any person on the construction site, which is not in accordance with the Principal Contractor's health and safety plan and or the health and safety plans of Sub-Contractors which possess a threat to the health and or safety of persons.

s) Handing over of Project Health and Safety file

Hand over a consolidated health and safety file to the Client / Client's Agent upon completion of construction work, including all drawings, designs, materials used and other similar information concerning the completed structure.

In addition to the Health and Safety File compile and hand over a comprehensive and updated list of all contractors on site accountable to the Principal Contractor as well as the agreements between the parties and the type of work done by them.

t) Records and Records Management

The control of records shall be in accordance with the Principal Contractor's / Sub-Contractor's approved Health and Safety Plan for the contract.

Records shall be registered, ordered and retained on Site in the Health and Safety File for the duration of the contract.

#### D1004 CHEMICAL HAZARDS

The following construction materials and substances to be used in the works have been identified as potentially posing special health and/or safety hazards during the project:

a) Substances

Asphalt

Bitumen

RTH Tar prime

Synthetic Polymer (Polyester / Polypropylene / Polyethylene)

Stabilising agents

Anionic stable grade emulsion

Rubber

Bitumen Rubber mix

Hydrophilic aggregates

Cationic emulsion

Proprietary chemical additive

Styrene

Butadiene rubber (SBR latex)

Cleaning agent

Paint

Oxygen

Acetylene

Diesel

Petrol

Weed killer

b) Material

Cement

Lime

Mud rock

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Shale  
Clay  
Synthetic fibre filter fabric  
Geo-textile (synthetic polymer)  
Crushed aggregate  
Weathered dolerite gravel  
Fine slurry  
Crusher dust  
Paving blocks

Adhesives / solvents which may make personnel ill by breathing in vapours, irritation if in contact with skin and eyes and can be highly flammable.

Cement can cause ill health by:

Skin contact, cement burns and dermatitis.

Eye contact, irritation and inflammation.

Inhalation of dust, irritation to nose and throat and causes difficulty with breathing. Oil based paint can cause illness by breathing in vapours.

Silicone sealant with fungicide can cause skin irritation.

Timber preservative / flame retardant which can cause irritation to the skin, eyes, nose and throat and harmful if ingested.

Paving slabs which may contain silica can, when cut, create dust which may affect the lungs.

Chemical cleaners can cause ill health mainly by:

Skin contact, acids and alkalis are highly corrosive and destructive to body tissue causing burns.

Inhaling fumes or mist, concentrated solutions of acids and alkalis emit toxic and corrosive fumes.

All materials contained within aerosol containers which are pressurised. Contractors are required to take appropriate measures to manage the risks arising and to provide details of their proposed measures within their tenders and to incorporate adequate method statements within the Health and Safety Plan.

This is not a definitive list of all potential harmful products. Other materials and substances commonly used during construction may also present health or safety hazards, however, it is deemed that these should be familiar to the average competent Contractor as part of routine risk and OHS (Occupational Health, Safety and Hygiene) assessments and are therefore not included here.

Adopt all precautionary measures provided by manufacturers for storage, use and application of specified materials.

Data sheets for these, and any other materials that will be used for the works, are to be obtained by the contractor from the manufacturers.

## D1005 SAFETY HAZARDS

a) Tools

i) Hand tools

Employers shall not issue or permit the use of unsafe hand tools.

Wrenches, including adjustable, pipe, end, and socket wrenches shall not be used when jaws are sprung to the point that slippage occurs.

Impact tools, such as drift pins, wedges, and chisels, shall be kept free of mushroomed heads.

The wooden handles of tools shall be kept free of splinters or cracks and shall be kept tight in the tool.

ii) Portable electrical Tools

No person shall use a portable electric tool with an operating voltage which exceeds 50 to earth unless-

it is connected to a source of electrical energy incorporating an earth leakage protection device which meets the requirements of section 36 of the OHS Act or,

it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or it is clearly marked that it is constructed with double or reinforced insulation.

Portable electric tools, together with its flexible cord and plug shall be maintained in a serviceable condition.

## D1006 EXCAVATIONS

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

The contractor shall evaluate the stability of the ground before excavation work begins.

The Contractor shall take suitable and sufficient steps in order to prevent any person from being buried or trapped by a fall or dislodgement of material in an excavation;

The contractor shall not permit any person to work in an excavation which has not been adequately shored or

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braced.

Shoring and bracing may not be necessary where:

the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or

such an excavation is in stable material:

Provided that-

- permission being given in writing by the appointed competent person upon evaluation by him or her of the site conditions; and
- where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person and a professional engineer or technologist, as the case may be;

Take steps to ensure that the shoring or bracing is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;

Ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

Cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;

Cause every excavation, including all bracing and shoring, to be inspected-

daily, prior to each shift;

after every blasting operation;

after an unexpected fall of ground;

after substantial damage to supports; and

after rain,

by a competent person in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client's agent, contractor or employee upon request;

Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be-adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and

provided with warning illuminant or any other clearly visible boundary indicators at night or when visibility is poor Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

#### D1007 FORMWORK & SUPPORT WORK

The contractor shall ensure that-

all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;

all formwork and support work structures, are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand.

The designs of formwork and support work structures are done with close reference to the structural design drawings and where any uncertainty exists, the structural designer should be consulted.

All drawing pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client's agent or employee.

All equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used.

All formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site.

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If, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately.

Adequate precautionary measures are taken in order to-

Secure any deck panels against displacement, and

Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents.

The health of any person is not affected through the use of solvents or oils or any other similar substances.

Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight but also any imposed loads and not removed until authorisation has been given by a competent person.

Provision is made for safe access by means of secure ladders or staircases for all work to be carried out above the foundation bearing level.

All employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely

The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads, such that the formwork and support work structure are stable.

#### D1008 CONSTRUCTION VEHICLES

The contractor shall ensure that all construction vehicles and mobile plants-

are of an acceptable design and construction;

are maintained in a good working order;

are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;

are operated by workers who-

have received appropriate training and been certified competent and been authorised to operate such machinery; and

are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;

have safe and suitable means of access;

are properly organised and controlled by providing adequate signalling or other control arrangements to guard against the dangers. relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;

where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

are equipped with an electrically operated acoustic signalling device and a reversing alarm;

are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

The contractor shall furthermore ensure that-

no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

every construction site is organised in such a way that pedestrians and vehicles can move safely and without risks to health;

the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

every traffic route is, where necessary indicated by suitable signs.

all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or

barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant; bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;

whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;

tools and material are secured in order to prevent movement when transported in the same compartment with employees;

vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

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when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

**D1009 ELECTRICAL INSTALLATIONS**

Before construction commences and during the progress thereof, adequate steps must be taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus.

All parts of electrical installations and machinery must be of adequate strength to withstand the working conditions on construction sites;

In working areas where the exact location of underground electric cables is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a cable, must be provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;

All temporary electrical installations must be inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections must be recorded in a register to be kept on site.

The control of all temporary electrical installations on the construction site must be designated to a competent person who has been appointed in writing.

**D1010 USE & STORAGE OF FLAMMABLE LIQUIDS**

Where flammable liquids are being used, applied or stored it must be done in such a manner that would cause no fire or explosion hazard, and that the workplace is effectively ventilated:

Provided that where the workplace cannot effectively be ventilated-

every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and

steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;

No person smokes in any place in which flammable liquid is used or stored, and the contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;

Flammable liquids on a construction site are stored in a well-ventilated reasonably fire-resistant container, cage or room and kept locked with proper access control measures in place;

An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;

Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;

All containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;

Where flammable liquids are decanted, the metal containers are bonded or earthed;

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

**D1011 DISPOSAL OF MATERIALS**

See – Environmental Management Plan – Tender Document

**D1012 WELDING & CUTTING**

No contractor shall require or permit welding or flame cutting operations to be undertaken, unless – the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards, which may arise from its use;

effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;

leads and electrode holders are effectively insulated; and

the workplace is effectively partitioned off and where not practicable all other persons exposed to the hazards are warned and provided with suitable protective equipment.

No contractor shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless –

the insulation of the electrical leads is in a sound condition;

the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;

the welder is completely insulated by means of boots, gloves or rubber mats; and

at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations

No contractor shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container – is completely closed, unless a rise in internal pressure cannot render it dangerous; or

contains any substance which, under the action of heat, may –

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ignite or explode; or

react to form dangerous or poisonous substances,

Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

**D1013 BLASTING & USE OF EXPLOSIVES****a) Safety distances**

The contractor shall –

apply the safety distances for the respective categories of explosives as stipulated in Annexure 1 of the Explosives regulations;

where less than five kilograms of explosives is used, apply to the chief inspector of occupational health and safety for a determination of a safety distance which the employer shall enforce;

**b) Supervision of explosives**

In order to ensure that the provisions of the Act and its regulations in relation to explosives workplaces are complied with, the contractor shall in writing appoint a competent and certificated person in a full-time capacity to be explosives manager in respect of every workplace where explosives are being used, tested, stored or manufactured:

The contractor shall appoint one or more persons, who are suitably qualified and experienced, as authorized supervisors to assist the explosives manager.

The contractor shall ensure that –  
the explosives manager

approves in writing the rules, methods, materials, equipment and tools to be used in the danger area;

ensures that all persons under his or her control are informed of the hazards related to their tasks and are thoroughly trained in safe work procedures, in particular with respect to shock, friction risk of fire, or static electricity, and are familiar with the requirements of the Explosives regulations

prescribes all protective clothing and equipment to be used in the danger area

ensures that the processes and equipment specified in schedule licences are safe and appropriate for the manufacturing processes envisaged for the workplace.

the supervising official

is at all times in a position to exercise control over the operations

reports without delay to the explosive's manager any plant or equipment under his or her control that has or may have posed a risk:

ensures that all rules implemented in the interest of health and safety are at all times complied with;

stops all work involving explosives if he or she becomes aware of any risk posed to the health and safety of persons.

**c) Safe handling of explosives**

The contractor shall ensure that –

all explosives or ingredients thereof are at all times free of foreign material;

all reasonable precautions are taken to prevent the spillage of explosives;

cleaning procedures in the case of a spillage of explosives are prescribed in writing by the explosive's manager: Provided that where no cleaning procedures have been prescribed any unusual spillage of explosives shall be reported immediately to the supervising official:

all waste, paper, timber, rags, cotton and similar materials that have been in contact with explosives or an ingredient of an explosive are disposed of in a manner prescribed in writing by the explosives manager:

Provided that at the end of the working day all waste and floor sweepings from danger areas shall be deposited in the designated places;

the explosives or partly mixed explosives are conveyed as soon and as carefully as possible and taking such precautions and in such a manner as will effectively guard against any accidental ignition or explosion

only containers provided for the conveyance of explosives are used for transporting explosives or partly mixed explosives and that such containers are at all times kept clean, free from grit and in a good state of repair:

vehicles containing explosives are left unattended only in designated places

The contractor shall ensure that –



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all material, equipment, tools or similar articles used in a danger area are decontaminated after such use, and that no person makes use of any such article that has not been decontaminated after use in a contaminated area;

the certification of the decontamination process is certified and approved by the explosives manager or a person authorized by the explosive's manager.

Unless permission has been granted by the chief inspector of occupational health and safety, no contractor shall use –

explosives in workplaces other than explosives workplaces approved by the chief inspector of occupational health and safety;

any explosives for which no provision is made in Explosives regulations.

No contractor shall allow unauthorized access to such explosives or bury, dump, hide or abandon any explosives.

No contractor shall use any explosive material for blasting purposes unless –

he or she is in possession of a written permission issued by or under the authority of the chief inspector of occupational health and safety;

he or she is undergoing training while using such blasting material under the immediate and constant supervision of a person who is in possession of permission

d) Dangerous areas

The contractor shall ensure that entry and exit from danger areas is only permitted

at the permanent authorized point of entry or exit: Provided that entry or exit at any other point may be authorized by the explosives manager or a person authorized by him if the authorized gatekeeper has been informed thereof;

for persons and vehicles authorized thereto by the explosives manager or a person authorized by him:

to visitors under escort by an authorized person who is aware of the hazards attached to the danger area.

The contractor shall keep a register of the entries and exits and that register shall be available on the premises for inspection by an inspector.

No person shall –

enter the danger area with –

tobacco;

matches, cigarette lighters or other devices capable of generating heat or spark sources;

intoxicating liquor or narcotics;

food, medicine or drinkable fluids: Provided that authorization to enter with such articles may be granted by the explosive's manager for purposes of consumption in licensed mess rooms and smoking areas: Provided further that special rules for the control of such consumption and smoking, approved by the chief inspector of occupational health and safety shall be made in writing and shall be enforced by the employer, self-employed person or user; or

radio transmitters or cellular telephones; or

The contractor shall ensure that hazard warning signs are clearly displayed at the entrance to any danger area.

## D1014 VESSELS UNDER PRESSURE

a) Manufacturer's data plate

Every user of a boiler or pressure vessel shall cause a manufacturer's plate with the following minimum particulars to be securely fixed in a conspicuous place to the shell of every such a boiler or pressure vessel:

Name of manufacturer;

country or origin;

year of manufacture;

manufacturer's serial number;

name, number and date of the standard of design;

design gauge pressure in Pascal; (design pressure)

maximum permissible operating pressure in Pascal;

operating temperature;

capacity in cubic meters; and

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mark of an approved inspection authority.

No person shall remove such a manufacturer's plate or wilfully damage or alter the particulars stamped thereon.

b) Portable Gas Containers

No user shall use or require or permit a portable gas container to be used, and no user shall fill, place in service, handle, modify, repair, inspect or test any portable gas container, other than in compliance with standards incorporated into the Vessels under Pressure regulations.

c) Hand held Fire extinguishers

No user shall use, require or permit the use of a hand-held fire extinguisher unless designed, constructed, filled, recharged, reconditioned, modified, repaired, inspected or tested in accordance with a safety standard incorporated into the Vessels under Pressure regulations.

No person shall fill, recharge, recondition, modify, repair, inspect or test any hand-held fire extinguisher unless a holder of a permit issued by the South African Bureau of Standards in terms of SANS 1475.

d) Gas Fuel use, equipment and systems

No person shall handle, store or distribute a gas fuel in any manner, including the filling of a container, other than in accordance with a health and safety standards.

e) Inspection and test

Any user of a boiler or pressure vessel shall cause, where reasonably practicable, such a boiler or pressure vessel, including the appurtenances and automatic controls and indicators, to be subjected to an internal and external inspection, and

a hydraulic pressure test to 1.25 times the maximum permissible safe operating pressure as the case may be – by an approved inspection authority before commissioning after installation, re-erection or repairs; by a person appointed in writing by the user and who is competent to do such inspections and tests by virtue of their training, knowledge and experience in the operation, maintenance, inspection and testing of a boiler or pressure vessel within 36 months from the date of the previous internal and external inspection and hydraulic pressure test: Provided that where a pressure vessel is not subjected to corrosion, the user may dispense with the internal inspection and hydraulic pressure test subject to the written approval of an approved inspection authority: Provided further that an inspector may require a specific boiler or pressure vessel to be inspected or tested more frequently or permit a specific boiler or pressure vessel to be inspected or tested less frequently:

f) Recordkeeping

Any user of a vessel under pressure shall keep on his premises a record which shall be open for inspection by an inspector in which the results of inspections, tests, modifications and repairs shall be recorded, dated and signed by the competent person.

g) Maintenance

No user shall use, cause or permit a vessel under pressure or gas fuel system, including all automatic controls, indicators and appurtenances, to be used unless it is at all times maintained in a safe working condition and the efficiency thereof is proved by regular testing.

No user shall use or cause or permit a vessel under pressure to be used unless it is kept clean and free from any:

carbonized oil or other inflammable material which may ignite under working conditions;

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material which may cause corrosion; or  
 material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.  
**D1015 PHYSICAL HAZARDS**

**a) Ergonomics**

Ensure that assigned tasks do not exceed the limits of the performance capacities of the worker.  
 Prevent injury or any detrimental effects to the health of the worker  
 Provide that task and working conditions will not lead to impairments.

**b) Noise**

No contractor shall require or permit an employee to work in an environment in which he is exposed to an equivalent noise level equal to 85 dB(A) or higher. The contractor shall reduce the equivalent noise level to below 85 dB(A) or, where this is not reasonably practicable, he shall reduce the level to as low as is reasonably practicable and take all reasonable steps to isolate the source of the noise acoustically. Where the equivalent noise level in any workplace cannot be reduced to below 85 dB(A) the contractor shall –  
 prohibit any person from entering a noise zone unless such person wears hearing protectors.

The contractor shall provide, free of charge, hearing protectors to each employee who works in or, to any person who is required or permitted to enter a noise zone, and no contractor shall require or permit any person to work in or enter such noise zone, and no person shall work in or enter such noise zone, unless he wears such hearing protectors in the correct manner: Provided that where the equivalent noise level to which employees are exposed, is such that the attenuation of the hearing protectors does not reduce the said noise to below 85 dB(A) the employer concerned shall limit the time during which employees work in that noise zone in such a way that they are not exposed to an equivalent noise level equal to 85 dB(A) or higher.

The contractor shall properly instruct any person who is required to wear hearing protectors in the use of such protectors and inform him of noise zones where the wearing thereof is compulsory.

The contractor shall –

ensure that every employee employed in a noise zone is subjected to audiometric examinations conducted in accordance with section 7 of SANS 083, by an audiometric approved by the chief inspector;  
 keep records of the results of each audiometric examination and make such records available for inspection by an inspector if he so requires; and  
 keep such records for a minimum period of 30 years after termination of employment: Provided that if the employer ceases activities all such records shall be forwarded to the regional director.

**c) Vibration**

Whole-body vibration occurs when the body is supported on a surface which is vibrating (e.g., when sitting on a seat which vibrates, standing on a vibrating floor or recumbent on a vibrating surface). Whole-body vibration occurs in all forms of transport and when working near some industrial machinery.

Hand-transmitted vibration is the vibration that enters the body through the hands. It is caused by various processes where vibrating tools or work pieces are grasped or pushed by the hands or fingers. Exposure to hand-transmitted vibration can lead to the development of several disorders.

**D1016 SITE WIDE ELEMENTS****a) Site Access and Egress**

Access to the site will involve crossing the public footpath.  
 Store materials and plant away from means of access for the general public and occupants.  
 Remove rubbish and demolition materials regularly. Do not allow to accumulate on flat roofs.  
 Maintain free access through designated means of escape at all times  
 Agree with the Client / Client's Agent delivery points for materials before commencing works.

**b) Visitors to the site**

All visitors to report to the Principal Contractor's reception area for OHS Induction training.  
 All visitors to sign the visitor's registration document.  
 All visitors to be provided with a Visitors Permit to enable them to access the construction site.  
 All un-inducted visitors must be accompanied on the construction site by an inducted person.  
 No visitors shall be allowed to access the construction site without wearing the necessary PPE.

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- c) Deliveries  
Access will involve crossing the public footpath.
- d) Emergencies  
Ensure that there are adequate escape routes and that they are kept clear at all times.
- e) Location of Temporary Site Accommodation  
See Site Layout Plan.
- f) Location of Materials unloading and storage  
Materials are to be unloaded and stored in locations which will not in any way affect access or egress to the site nor the works.
- g) Traffic and Pedestrian Routes  
The road, public footpaths and access way are to be kept open at all times. All necessary signage and barriers are to be put in place to protect pedestrians at the site entrance and access and egress points.
- h) Environment  
See Environmental Management Plan
- i) Safety  
Ensure that all employees are aware of the Health and Safety policy and put into place arrangements to ensure that all visitors and workers new to the site are aware of the site safety provisions.  
Locate underground electricity cables, mark and take precautions to avoid.  
Ensure that cartridge operated tools are operated by trained personnel and in accordance with the maker's instructions that the gun is cleaned regularly and kept in a secure place when not in use.  
Protect people who may be exposed to health risks arising from hazardous substances.

## D1017 CONTINUING LIAISON

The procedures for consideration and evaluation of the health and safety implications of Contractor designed elements of the works must follow the recognised principles of prevention and protection and take account of the issues highlighted in this OHS Specification.

The following information is to be submitted by the Contractor to the Client / Client's Agent in sufficient time to allow adequate consideration by the Client / Client's Agent and, where appropriate, the design team, and the provision of relevant information to those persons affected by the works, prior to the commencement of the relevant works:

Suitable and sufficient information to demonstrate that health or safety issues have been adequately considered.

Risk assessments.

A list of health and/or safety hazards identified which cannot be designed out.

A list of any materials or substances which are specified or inherent in the design which is potentially hazardous to health and/or safety.

## a) Unforeseen Eventualities

The following action is to be taken in the event of unforeseen eventualities arising during the construction stage of the project which require significant design changes, or affect the resources required to carry out the work without risk to health and/or safety, or have other health or safety implications. The Client / Client's Agent and, where possible, the Principal Contractor are to be advised as soon as possible. Full details of the relevant health and safety issues involved are to be reviewed with the Client / Client's Agent and Principal Contractor as soon as possible.

Full details of any revised designs, risk assessments and identified hazards and/or hazardous materials and substances are to be issued to the Client / Client's Agent and Principal Contractor in sufficient time to allow for the revision of the Health and Safety Plan and notification of all persons affected by the health and/or safety implications of the changes prior to the commencement of the affected works.

## b) Site Liaison

Liaise with all other contractors and implement any agreed changes to the Health and Safety Plan arising from such liaison. Set up regular training for all operatives including induction training for all staff upon arrival to site.

## c) Health and Safety File

Provide the Planning Supervisor with any relevant information which the contractor believes should be incorporated into the Health and Safety File.

## d) Design Development

Provide the Client / Client's Agent with all design information prepared by sub-Contractors.

Arrange liaison meetings with sub-contractors to discuss and review health and safety issues arising from the sub-contractors' designs.

## D1018 CONCLUSION

The hazards listed above were identified posing potential threats to the health and or safety of persons that will work on the contract. Although every effort was made to ensure that every possible hazard was identified

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OHSEC cannot guarantee this, therefore it is imperative for the contractor to conduct a comprehensive risk identification and hazard assessment in order to make certain that all hazards are

## C3.8 ENVIRONMENTAL MANAGEMENT REQUIREMENTS

## E1001 LEGAL REQUIREMENTS

## a) General

Construction will be according to the best industry practices, as identified in the project documents. This EMP, which forms an integral part of the contract documents, informs the contractor as to his duties in the fulfilment of the project objectives, with particular reference to the prevention and mitigation of environmental impacts caused by construction activities associated with the project. The contractor should note that obligations imposed by the EMP are legally binding in terms of environmental statutory legislation and in terms of the additional conditions to the general conditions of contract that pertain to this project. In the event that any rights and obligations contained in this document contradict those specified in the standard or project specifications then the latter shall prevail.

## b) Statutory and other applicable legislation

The contractor is deemed to have made himself conversant with all legislation pertaining to the environment, including provincial and local government ordinances, which may be applicable to the contract.

## E1002 ADMINISTRATION OF ENVIRONMENTAL OBLIGATIONS

## a) Appointment of a Designated Environmental Officer (DEO)

For the purposes of implementing the conditions contained herein, the contractor shall submit to the engineer for approval the appointment of a nominated representative of the contractor as the DEO for the contract. The request shall be given, in writing, at least fourteen days before the start of any work clearly setting out reasons for the nomination, and with sufficient detail to enable the engineer to make a decision. The engineer will, within seven days of receiving the request, approve, reject or call for more information on the nomination. Once a nominated representative of the contractor has been approved, he/she shall be the DEO and shall be the responsible person for ensuring that the provisions of the EMP are complied with during the life of the contract. The engineer will be responsible for issuing instructions to the contractor where environmental considerations call for action to be taken. The DEO shall submit regular written reports to the engineer, but not less frequently than once a month.

The engineer shall have the authority to instruct the contractor to replace the DEO if, in the engineer's opinion, the appointed officer is not fulfilling his/her duties in terms of the requirements of the EMP or this specification. Such instruction will be in writing and shall clearly set out the reasons why a replacement is required.

There shall be an approved DEO on the site at all times. The DEO will be allowed to fulfil also other duties on the contract.

## b) Administration

Before the contractor begins each construction activity the DEO shall give to the engineer a written statement setting out the following:

The type of construction activity.

Locality where the activity will take place.

Identification of the environmental aspects and impacts that might result from the activity.

Methodology for impact prevention for each activity or aspect.

Methodology for impact containment for each activity or aspect.

Emergency/disaster incident and reaction procedures.

Treatment and continued maintenance of impacted environment.

The contractor may provide such information in advance of any or all construction activities provided that new submissions shall be given to the engineer whenever there is a change or variation to the original.

The engineer may provide comment on the methodology and procedures proposed by the DEO, but he shall not be responsible for the contractor's chosen measures of impact mitigation and emergency/disaster management systems. However, the contractor shall demonstrate at inception and at least once during the contract that the approved measures and procedures function properly.

## c) Good Housekeeping

The Contractor shall undertake "good housekeeping" practices during construction as stated in the Standard Specifications for Routine Road Maintenance - October 2001 Edition (Volume 2) as prepared by South African National Roads Agency Limited and the General Conditions of Contract 2004. This will help avoid disputes on responsibility and allow for the smooth running of the contract as a whole. Good housekeeping extends beyond the wise practice of construction methods that leaves production in a safe state from the ravages of weather to

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include the care for and preservation of the environment within which the site is situated.

**E1003 TRAINING**

The designated environmental officer (DEO) must be conversant with all legislation pertaining to the environment applicable to this contract and must be appropriately trained in environmental management and must possess the skills necessary to impart environmental management skills to all personnel involved in the contract.

The contractor shall ensure that adequate environmental training takes place. All employees shall have been given an induction presentation on environmental awareness. Where possible, the presentation needs to be conducted in the language of the employees. The environmental training should, as a minimum, include the following:

The importance of conformance with all environmental policies

The environmental impacts, actual or potential, of their work activities;

The environmental benefits of improved personal performance;

Their roles and responsibilities in achieving conformance to the environmental policy and procedures and with the requirement of the Agency's environmental management systems, including emergency preparedness and response requirements;

The potential consequences of departure from specified operating procedures;

The mitigation measures required to be implemented when carrying out their work activities.

In the case of permanent staff, the contractor shall provide evidence that such induction courses have been presented. In the case of new staff (including contract labour) the contractor shall inform the engineer when and how he intends concluding his environmental training obligations.

**E1004 ACTIVITIES/ASPECTS CAUSING IMPACTS**

A list of possible causes of environmental impacts that occur during construction activities is given in the Table, which is to be found at the end of Part C. This list is not exhaustive, and shall be used for guideline purposes only.

**E1005 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES**

a) Site Establishment

i) Site Plan

The contractor shall establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment. However, before construction can begin, the contractor shall submit to the engineer for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the contractor proposes to put in place.

The plans shall detail the locality as well as the layout of the waste treatment facilities for litter, kitchen refuse, sewage and workshop-derived effluents. The site offices should not be sited in close proximity to steep areas, as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the offices, and in particular the ablution facilities, aggregate stockpiles, spoil areas and hazardous material stockpiles are located as far away as possible from any water course as possible. Regardless of the chosen site, the contractor's intended mitigation measures shall be indicated on the plan. The site plan shall be submitted not later than the first site meeting. Detailed, electronic colour photographs shall be taken of the proposed site before any clearing may commence. These records are to be kept by the engineer for consultation during rehabilitation of the site.

ii) Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation.

The natural vegetation encountered on the site is to be conserved and left as intact as possible. Vegetation planted at the site shall be indigenous and in accordance with instructions issued by the engineer. Only trees and shrubs directly affected by the works, and such others as may be indicated by the engineer in writing, may be felled or cleared. In wooded areas where natural vegetation has been cleared out of necessity, the same species of indigenous trees as were occurring, shall be re-established.

The project specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien species that propagates during the contract period shall be cleared by hand before seeding. Fires shall only be allowed in facilities or equipment specially constructed for this purpose. A firebreak shall be cleared and maintained around the perimeter of the camp and office sites.

iii) Rehabilitation

The area where the site offices were erected will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas shall be removed from the site on completion of the contract.

iv) Water for human consumption

Water for human consumption shall be available at the site offices and at other convenient locations on site.

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All effluent water from the camp / office sites shall be disposed of in a properly designed and constructed system, situated so as not to adversely affect water sources (streams, rivers, pans dams etc). Only domestic type wastewater shall be allowed to enter this drain.

## v) Heating and Cooking fuel

The contractor shall provide adequate facilities for his staff so that they are not encouraged to supplement their comforts on site by accessing what can be taken from the natural surroundings. The contractor shall ensure that energy sources are available at all times for construction and supervision personnel for heating and cooking purposes.

## b) Sewage treatment

To be drained to Works.

## c) Waste Management

The contractor's intended methods for waste management and waste minimisation shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner.

## i) Solid Waste

Solid waste shall be stored in an appointed area in covered, tip proof metal drums for collection and disposal. A refuse control system shall be established for the collection and removal of refuse to the satisfaction of the engineer. Disposal of solid waste shall be at a Department of Water and Sanitation (DWS) licensed landfill site or at a site approved by DWS in the event that an existing operating landfill site is not within reasonable distance from the site offices and staff accommodation. No waste shall be burned or buried at or near the site offices, nor anywhere else on the site, including the approved solid waste disposal site.

## ii) Litter

No littering by construction workers shall be allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site shall be kept free of litter.

Measures shall be taken to reduce the potential for litter and negligent behaviour with regard to the disposal of all refuse. At all places of work the contractor shall provide litter collection facilities for later safe disposal at approved sites.

## iii) Hazardous waste

Hazardous waste such as bitumen, tar, oils etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care shall be taken to avoid spillage of tar or bitumen products such as binders or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water. Under no circumstances shall the spoiling of tar or bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected tar or bituminous products shall be returned to the supplier's production plant. Any spillage of tar or bituminous products shall be attended to immediately and affected areas shall be promptly reinstated to the satisfaction of the engineer.

## d) Control at the workshop

The contractor's management and maintenance of his plant and machinery will be strictly monitored according to the criteria given below, regardless whether it is serviced on the site (i.e., at the place of construction activity or at a formalised workshop).

## i) Safety

All the necessary handling and safety equipment required for the safe use of petrochemicals and oils shall be provided by the contractor to, and used or worn by, the staff whose duty it is to manage and maintain the contractor's and his subcontractor's and supplier's plant, machinery and equipment.

## ii) Hazardous Material Storage

Petrochemicals, oils and identified hazardous substances shall only be stored under controlled conditions. All hazardous materials e.g., tar or bitumen binders shall be stored in a secured, appointed area that is fenced and has restricted entry. Storage of tar or bituminous products shall only take place using suitable containers to the approval of the engineer.

The contractor shall provide proof to the engineer that relevant authorisation to store such substances has been obtained from the relevant authority. In addition, hazard signs indicating the nature of the stored materials shall be displayed on the storage facility or containment structure. Before containment or storage facilities can be erected the contractor shall furnish the engineer with details of the preventative measures, he proposes to install in order to mitigate against pollution of the surrounding environment from leaks or spillage. The preferred method shall be a concrete floor that is bunded. Any deviation from the method will require proof from the relevant authority that the alternative method proposed is acceptable to that authority. The proposals shall also indicate the emergency procedures in the event of misuse or spillage that will negatively affect an individual or the environment.

## iii) Fuel and Gas Storage

Fuel shall be stored in a secure area in a steel tank supplied and maintained by the fuel suppliers. An adequate

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bund wall, 110% of volume, shall be provided for fuel and diesel areas to accommodate any leakage spillage or overflow of these substances. The area inside the bund wall shall be lined with an impervious lining to prevent infiltration of the fuel into the soil. Any leakage, spillage or overflow of fuel shall be attended to without delay. Gas welding cylinders and LPG cylinders shall be stored in a secure, well-ventilated area.

## iv) Oil and Lubricant Waste

Used oil, lubricants and cleaning materials from the maintenance of vehicles and machinery shall be collected in a holding tank and sent back to the supplier. Water and oil should be separated in an oil trap. Oils collected in this manner, shall be retained in a safe holding tank and removed from site by a specialist oil recycling company for disposal at approved waste disposal sites for toxic/hazardous materials. Oil collected by a mobile servicing unit shall be stored in the service unit's sludge tank and discharged into the safe holding tank for collection by the specialist oil recycling company.

All used filter materials shall be stored in a secure bin for disposal off site. Any contaminated soil shall be removed and replaced. Soils contaminated by oils and lubricants shall be collected and disposed of at a facility designated by the local authority to accept contaminated materials.

## v) Spillages

Streams, rivers and dams shall be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and tar or bituminous products. In the event of a spillage, the contractor shall be liable to arrange for professional service providers to clear the affected area.

Responsibility for spill treatment lies with the contractor. The individual responsible for, or who discovers a hazardous waste spill must report the incident to his/her DEO or to the engineer. The Designated Environmental Officer will assess the situation in consultation with the engineer and act as required. In all cases, the immediate response shall be to contain the spill. The exact treatment of polluted soil / water shall be determined by the contractor in consultation with the DEO and the engineer. Areas cleared of hazardous waste shall be re-vegetated according to the engineer's instructions.

Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice will be sought for appropriate treatment and remedial procedures to be followed. The requirement for such input shall be agreed with the engineer. The costs of containment and rehabilitation shall be for the contractor's account, including the costs of specialist input.

## vi) Noise Control

The contractor shall endeavour to keep noise generating activities to a minimum. Noises that could cause a major disturbance, for instance blasting and crushing activities, should only be carried out during daylight hours. Compliance with the appropriate legislation with respect to noise, shall be mandatory.

Should noise generating activities have to occur at night the people in the vicinity of the drilling shall be warned about the noise well in advance and the activities kept to a minimum.

## vii) Dust Control

Dust caused by strong winds shall be controlled by means of water spray vehicles. Dust omission from batching plants shall be subject to the relevant legislation and shall be the subject of inspection by the relevant office of the Department of Minerals and Energy.

## E1006 RECORD KEEPING

The engineer and the DEO will continuously monitor the contractor's adherence to the approved impact prevention procedures and the engineer shall issue to the contractor a notice of non-compliance whenever transgressions are observed. The DEO should document the nature and magnitude of the non-compliance in a designated register, the action taken to discontinue the non-compliance, the action taken to mitigate its effects and the results of the actions. The non-compliance shall be documented and reported to the engineer in the monthly report.

Copies of any record of decision or EMP's for specific borrow pits or quarries used on the project shall be kept on site and made available for inspection by visiting officials from the employer or relevant environmental departments.

## E1007 COMPLIANCE AND PENALTIES

The contractor shall act immediately when such notice of non-compliance is received and correct whatever is the cause for the issuing of the notice. Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a dedicated register and the response noted with the date and action taken. This record shall be submitted with the monthly reports and a verbal report given at the monthly site meetings.

Any avoidable non-compliance with the above-mentioned measures shall be considered sufficient ground for the imposition of a penalty



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C3.9

| Contents                          | Environmental Impacts   |  |   |   |                 |
|-----------------------------------|---|--|---|---|-----------------|
|                                   | Pollution Type  | Deformation of Landscape   | Soil erosion  | Alien Vegetation  | Sensitive Areas |
| Camp Establishment                | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage                 | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil                              | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |                 |
| Housing, Offices and laboratories | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage<br>Noise/lights | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil<br>Demarcate sensitive areas | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |                 |
| Drainage                          | Waste treatment<br>Hazardous waste<br>Water supply<br>Spillage<br>Storage                 | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil                              | Selection of site<br>Preserve indigenous vegetation<br>Preserve topsoil | Preserve indigenous vegetation<br>Preserve topsoil<br>Management of weeds |                 |

## MANAGEMENT OF THE WORKS

The management of the site shall be in accordance with the provisions of the Standard Specifications for Road and Bridge Works for South African Road Authorities COLTO 1998.

Training of local labour in social as well as labour intensive construction skills.