



Company name of Bidder:

BID NO: 38/2022

LUTZVILLE: WELGEDACHT BOERDERY: CONSTRUCTION OF SHADENET STRUCTURE

FEBRUARY 2023

This document is not for sale. Any entity that requests payment must be reported at the contact person indicated in this tender.

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| BID AMOUNT | |
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GENERAL REQUIREMENTS

The works, as described, are required at Welgedacht Boerdery which is situated approximately 2km South-East from Lutzville. The quoted amount will be a lump sum bid and must include material, labour, and machinery. The successful bidder must have the capacity to start the works within 7 (seven) days of appointment. **GPS coordinates 33°36'06,43"S and 18°33'11,26"E.**

The Contractor must also have capacity on site on a daily basis to operate a dumpy level successfully, to peg out and control construction levels and have suitable experience in the construction of groyne structures.

Conditions that may pose a risk:

Clayish ground conditions can be expected and the construction site is situated on a slope from North to South approximately 4 metres and from West to East approximately 500mm.

Security for materials and equipment must be supplied. The Contractor must put all necessary precautions in place to work under these conditions and prepare the site with the correct falls.

The scope of works will include:

1. Levelling of the site
2. The removal of vegetation where the shade-net is to be constructed
3. Construction of a 144 x 144 metre shade net structure as indicated on the drawings

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Documents for the purpose of this bid include:

1. Conditions to Submit Bid (Form CBD 2.1 (Lump Sum)
2. Price Form, Bill of Quantities and Schedules (Form CBD 3.1 (Lump Sum)
3. Scope of Works (Form CBD 4)
4. PPP Evaluation Form (Form CBD 5.1 (80/20)
5. Bank Entity Form (Form CBD 7), unless the banking details of the company indicate “verified” on the Central Supplier Database (CSD).
6. Registration on the CSD for all suppliers is compulsory and registration numbers must be supplied.
7. Drawings: “*welgedacht site plan & shadenet*”
8. For Construction works – Occupational Health and Safety Risk assessment and Specifications according to Construction Reg. 5 (b)

In accordance with Casidra’s Preferential Procurement Policy, this bid as further indicated in CBD 5.1 is subject to:

- ***a functionality compliance test;***
- ***B-BBEE certified bids will receive preferential scores;***
- ***Local production and content***

This bid include goods from a designated sector “steel components” and only locally produced goods, services or works, or locally manufactured goods with a stipulated minimum threshold for local production and content will be considered. SBD 6.2 and Annex C, D and E documentation apply and must be completed and handed in with this bid.

For Construction works above the value of R500 000 - Tenderers must have a CIDB contractor grading designation of **3GB** or **3SQ** or higher.

The successful bidder will be required to fill in and sign a written Contract Form (CBD 8). Included are a penalty clause of R 1 000.00/calendar day that apply for late completion of works and a 10% retention fee for 3 months not bearing interest.

BID DEADLINE: The closing date for the bid is **22ND February 2023** strictly at 12H00.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope with the name of the bidder and the inscription “**WELGEDACHT BOERDERY: CONSTRUCTION OF SHADE NET STRUCTURE – BID NO. 38/2022**” and placed in the bid box available at Reception of **Casidra’s** Head Office, 22 Louws Avenue, Southern Paarl.

No late, faxed, emailed, counter-to-counter courier or posted bids will be accepted.

The following documents (including fully completed and signed **CBD** forms numbered 1 to **7** as supplied) must be **valid for a period of 90 calendar days** after closure of the bid and submitted as a bid packet:

| Document number | Document description | Action required/comment | Mark |
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| CBD 1 | General requirements | Signed | √ |
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| CBD 2.1 | Conditions to submit bid | Signed | |
| CBD 3.1 | Price form (lump sum) | Complete, sign | |
| CBD 3.1 Experience | Proof of previous work and contact details of three work-related references that are qualified to comment on work. | Compulsory | |
| CBD 3.1 Rates | Unit rates for the works on the forms as supplied | Compulsory | |
| CBD 3.1 Changes | Indication if any changes are proposed in scope of works and cost implication. | If required | |
| CBD 3.1 Plant | List of machinery and plant available | Compulsory | |
| CBD 3.1 CM (Construction works only) | Proof of competency of a Construction manager in terms of the Construction regulation 8. | Valid/ compulsory | |
| CBD 4 | Scope of works | Signed | |
| CBD 5.1 (80/20) | PPP Evaluation form | Complete, sign | |
| CBD 7 | Bank Entity form (Not needed if "verified" on CSD) | Complete, bank stamp | |
| TCC of principle and sub-contractors | Registration and verification of Tax Clearance on CSD. | Compulsory | |
| BEE | B-BBEE Certificate or Sworn Affidavit (as applicable, see CBD 5 for detail) | Original affidavit or certified copy certificate/Valid/not compulsory | |
| Company profile | Detailed company profile including the core competencies of personnel and subcontractors | Compulsory | |
| COIDA | Letter of good standing of the Contractor in terms of COIDA | Valid/ compulsory | |
| OHS Plan | Occupational Health and Safety Plan approved by the Client | Valid/ Proof after appointment | |
| CI | Proof of construction insurance | Valid/ Proof after appointment | |
| CIDB | Proof of CIDB grading and registration | Valid/ compulsory | |

The person appointed by the Client to act as the Project Manager is **G. van Schalkwyk** and is responsible for the project management of this contract and can be reached at **082 458 1083** and email address is gvschalkwyk@casidra.co.za.

All technical enquiries can be referred to Mr Andre Otto at (021) 863 5000 OR 083 410 7736

Compliance with the Occupational Health and Safety Act and regulations apply. It is the responsibility of the Contractor to perform all services accordingly.
Take Note: Compliance in terms of the regulations will be strictly enforced and no lenience allowed.

For definition of Construction works, see the Construction Regulations 2014 and definitions as in CBD 2.1

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COIDA REQUIREMENTS

The aim of the COIDA Act is to provide for compensation in the case of disablement caused by occupational injuries and diseases, sustained or contracted by employees in the course of their employment, or death resulting from such injuries and diseases; and to provide for matters connected therewith.

Workers who are injured on duty or obtain an occupational disease can claim compensation for temporary or permanent disablement. If workers die as a result of an injury on duty, their dependants will also be entitled to claim compensation. Employers that registered their employees are protected against civil claims in this regard. The COIDA basically prevents employees covered by the act from suing their employers for damages in terms of common law.

Please note that the following employers are exempted and do not have to pay assessment fees:

- National and provincial state departments;
- Certain local authorities
- Employers insured by a company other than the Compensation Fund like Mutual Associations. There are currently two approved mutual associations:
 - Federated Employers Mutual Assurance (FEMA), for the building industry; and
 - Rand Mutual Assurance Company (RMA), for the mining industry.

According to prescription, anyone who employs one or more part- or full time workers **must register** with the Compensation Fund and pay annual assessment fees. The Compensation Fund is a trust fund that is controlled by the Compensation Commissioner and employer contributes to the Compensation Fund. The Commissioner is appointed to administer the Fund and approve claims lodge by employees or their dependants. This means that the Fund will compensate the employee or their dependants and not the employer.

Where a service provider does not have any personnel in employment at time of tender, an official tender letter for the respective bid from the Department of Labour must still be submitted indicating this status. A period of 14 days will be allowed after tender award for registration.

No other documents other than stated above, will be accepted.

CONSTRUCTION MANAGER

OHSA Construction regulations: Clause 8 (1) Management and supervision of construction work

A principal contractor must in writing appoint one full-time competent person as the **construction manager** with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

"competent person" means a person who—

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a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training;(Training and registration only applicable from August 2015) and

b) is familiar with the Act and with the applicable regulations made under the Act;

"construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.

CENTRAL SUPPLIER DATABASE

National Treasury indicated during 2015 the development and future use of the Central Supplier Database (CSD) as a way of simplifying the process of doing business with government.

The CSD will be the source of all supplier information for all organs of state and will reduce the exchange of compliance documents in paper form, eliminate multiple registrations with different organs of state and ultimately reduce the cost for both business and government by enabling electronic registration and verification process.

The CSD will interface with SARS to verify tax clearance certificates and the Companies and Intellectual Property Commission (CIPC) for business registration and business ownership information. The CSD will furthermore verify supplier information with the register for tender defaulters and database of restricted suppliers. (Please see Fact Sheet and CSD pamphlets.)

From 1 September 2015 prospective suppliers should self-register on the CSD website www.csd.gov.za. Apart from registering and capturing supplier information on the CSD, suppliers currently on any database of organs of state need to maintain their records through the existing supplier systems for the period 1 September 2015 to 31 March 2016. This period will be referred to as the Interim Period. During the Interim Period suppliers that register on the CSD must provide their CSD supplier number and unique security code that will be communicated to them as well as any other relevant documentation (not yet electronically verified by the CSD) to the organs of state they want to do business with. **Casidra** urges all their suppliers to please comply with the request.

During the transitional period until 31 March 2016 **Casidra** will migrate our current supplier database to CSD to ensure accuracy and validation of information prior to mandatory implementation of the database.

For more information please contact National Treasury ocpo.treasury.gov.za (http://ocpo.treasury.gov.za/Suppliers_Area/Pages/Central-Supplier-Database.aspx) or [Central Supplier Database for Government](https://secure.csd.gov.za/) (<https://secure.csd.gov.za/>).

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BID NO: 38/2022

LUTZVILLE: WELGEDACHT BOERDERY: CONSTRUCTION OF SHADNET STRUCTURE

CONDITIONS TO SUBMIT BID (LUMP SUM)

Definitions:

In this Agreement, unless the context clearly indicates a contrary intention, the following words will have the following meanings and cognate expressions will have corresponding meanings:

The “Contractor” means the company or person appointed under this bid for the purposes of delivering the service for this Project to the Client as described in the Scope of Works (**CBD 4**). For the purposes of this document, the terms “Contractor” and “Service Provider” are assumed to have the same meaning.

“Project Manager” means an official appointed and in charge of coordinating the project at **Casidra** SOC Ltd. in accordance with the provisions of these terms and conditions.

“Project” means (The preparation of earthworks and construction of a 2 ha shade net structure) as further identified under the project name as above.

“Service level” means the stipulated criteria applicable to the indicated project, including any set of criteria relating to the performance of the Contractor.

“Project Team” or “Steering Committee” means the people appointed by the Client and identified to guide the project and approve achievements.

“Client” or “the Client” means **Casidra** SOC Ltd.

“Employee” means a person employed in the public administration including persons contemplated in section 12A of the Public Service Act (advisors to executive authority) and a person performing similar functions in a municipality or a provincial public entity, whether permanently or temporarily.

“Family member” means a spouse (partner in marriage, customary union according to indigenous law or a relationship in which the parties live together in a manner resembling a marital partnership), child, parent, brother or sister, whether such relationship results from birth, marriage or adoption.

“Construction work” means any work as defined in the Construction regulations 2014 under the definitions

- Construction work including working at heights
- Excavation work

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Unless the context clearly indicates a contrary intention, any word denoting any gender includes the other gender, the singular includes the plural and vice versa, natural person includes artificial persons and vice versa and insolvency includes provision or final sequestration, liquidation or judicial management.

“Acceptable tender/bid” means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1. Lump Sum Bid

These documents are for a **lump sum** bid for all labour and material as set out in the Scope of Works. For the purposes of variation orders, the hourly or unit rates rate of the services should also be given if requested on the form **CBD 3.1**.

No unit rate price adjustment of whatever nature, except for decreases or increases in the Value-Added Tax (VAT) and / or Variation Orders, will be applicable in this contract. The bidder shall make provision in his bid price for possible fluctuations in costs.

2. Premises in Occupation

The premises for the works **will be** in occupation during the contract period. Approval to access the premises must be obtained from the land owner.

3. Fixed Price Bids

3.1 No contract price adjustment of whatever nature, except for decreases or increases in the Value-added Tax (VAT) and / or Variation Orders, shall be applicable in this contract. The Contractor will make provision in his bid for possible fluctuations in costs.

3.2 If the instruction / appointment for the construction of certain phases is done after the validity of the bid has expired, prices may, on request, be updated or re-negotiated within the reasonable norms of escalation.

4. Project Manager

The person appointed by the Client to act as the Project Manager is **G. van Schalkwyk** and is responsible for the project management of this contract and can be reached at **082 458 1083** and email address is **gvschalkwyk@casidra.co.za**.

5. Acceptance of Bids

The Client is not bound to accept the lowest bid nor is it required to give reasons for selecting one Contractor in favour of another.

6. Expenses in Preparation of Bid

The Client will not be responsible for, subject to the Preferential procurement regulations, nor pay any expenses for losses which the bidder may incur in preparation of this bid.

7. Value Added Tax

The total quoted price must **include** Value Added Tax (VAT).

8. Contract Period

The contract period for the completion and delivery of all the work in this contract is **Four (4) Months** commencing **7 (seven) days** after the date of appointment of the Contractor and shall include all statutory and building industry holidays to reach “the completion date”.

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9. Inspection of Site

Bidders must familiarise themselves with the local conditions, the accessibility of the site, the full extent and nature of the work to be done and the conditions affecting the execution and pricing of the bid. Claims on the grounds of lack of knowledge in such respects or otherwise will not be entertained.

If a site meeting is held, notice of attendance must be forwarded to the contact person.

Only information given in writing to the Contractor by the **Project Manager** during the tender period will be regarded as binding on the Contract. Verbal information, given during the site inspection or at any other time prior to the award of the Contract, will not be regarded as binding on the Contract.

10. Site

The site to be occupied will be clearly pointed out to the Contractor at the site handover. The Contractor will not be allowed to extend his operations beyond the boundaries of the site.

11. Water for the Works

The Contractor may use water **if available**. He will obtain permission from the Land Owner before any connection to or extension of the existing supply is made, which will be executed, removed and made good on completion of the works at the Contractor's own expense.

12. Electricity & Lighting for the Works

The Contractor may use the existing power supply **if available**. He will obtain permission from the Land Owner before any connection to or extension of the existing supply is made, which shall be executed, removed and made good on completion of the works at the Contractor's own expense.

The Contractor will allow for the risk of failure in the electrical supply or in case of an insufficient supply, in which case he will make his own arrangements and all costs that may arise shall be for his own account.

13. Scaffolding & Hoisting Equipment

The Contractor will provide for the supply, erection and removal of scaffolding and / or hoisting equipment as required.

14. Tools, Equipment & Machinery

The Contractor will provide all his own tools and equipment as well as facilities and transport for this project. Machinery should be sufficient to complete the works in the allocated time.

15. Existing Services

If the Contractor encounters any existing services such as cables, pipes or sewers during the execution of the works, he must immediately notify the Client, halting all work in the vicinity thereof, until instructions to proceed have been given by the Project Manager.

Electric wires, telephone wires, pipes, etc. will not be interfered with during the course of the contract but if it should be necessary to disconnect or cut any such wires or pipes, the Client will be advised thereof and his instruction awaited.

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16. Accounts and Payments

Payment of accounts received by the Client in terms of the works completed, shall be effected within 30 days after receipt of a correctly completed and approved invoice for the work module. The Client does not accept responsibility for delays in payment due to faulty accounts or paperwork.

Payments will be done maximum on a **biweekly** basis and will only be made for work done/completed.

17. Responsibility of the Client

The Client will:

- 17.1 Ensure that payments are done in accordance with the agreed payment schedule.
- 17.2 Not unnecessarily and for an unreasonable period delay any approvals or directives that are needed for the project to proceed.
- 17.3 If applicable: Provide the Contractor with a Occupational Health and safety baseline risk assessment.
- 17.4 If applicable: Prepare a site specific health & safety specification based upon the risk assessment.

18. Responsibility of the Contractor

The Contractor will:

- 18.1 Ensure all building and construction works are executed within the requirements as stipulated in the Occupational Health and Safety Act, No. 85 of 1993.
 - The Contractor must sufficiently made provision for Occupational Health and Safety requirements in his bid.
 - The Contractor must have and provide proof of sufficient resources to carry out the work safely as required by the Occupational Health and Safety Act.
 - The Contractor must have and provide proof of the necessary personnel that is qualified and has suitable experience, competencies, skills and training to do work safely and meet the requirements of the Occupational Health and Safety Act and regulations.
 - For construction works - The Contractor must ensure and provide proof that all personnel have a valid medical certificate of fitness specific to construction and operate construction vehicles and mobile plant.
 - For construction works - The Contractor must provide proof, as part of the bid documents, a letter of good standing in terms of COIDA. Failure to submit will result in invalidation of the bid.
- 18.2 Have all the necessary equipment and qualified personnel to execute the works successfully.
- 18.3 **Wage rates**
 - Be responsible for all the sub-Contractors appointed by him to complete the works. A minimum of **50%** of local labour must be incorporated in the project and all **workers must be SA citizens**.
 - The following guidelines should be considered when setting rates of pay for workers:

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- The rate set should take into account wages paid for comparable unskilled work in the local area per sector, if necessary
- The rate should be an appropriate wage to offer an incentive for work, to reward effort provided and to ensure a reasonable quality of work.
- It should not be more than the average local rate to ensure people are not recruited away from other employment and jobs with longer-term prospects.
- Men, women, disabled persons and the aged must receive the same pay for work of equal value.
- Provision should be made in the tender for value for payment of UIF and COIDA statutory levies.

- 18.4 Will provide and demonstrate a suitable and sufficiently documented Health & Safety Plan, which will be applied from the date of commencement of and for the duration of the contract. If the risks involved in the project are of such nature, based on the severity and probability, that safety is compromised, and/or the Contractor is not meeting the requirements of this Clause, the Client reserves the right to appoint an Occupational Health and Safety Officer at the cost of the Contractor.
- 18.5 Will be required to keep an attendance register, which meets certain criteria, of all employees who work at the project and submit this information on a bi-weekly basis to the Client who, in return, will submit a report to the funder / donor.
- 18.6 The Contractor's supervisor, who shall be identified in writing to the Client's representative and empowered to act on his / her behalf, shall constantly be present in meetings. The supervisor shall attend to any problems or complaints that may arise and directives given to him / her by the Client's representative shall be deemed to be given to the Contractor. The supervisor must be contactable at all reasonable times, preferably to be equipped with a cellular phone.
- 18.7 Conform to all Laws, Regulations or By-Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto.
- 18.8 Be responsible for the travelling, accommodation, work tools and management of its services.
- 18.9 Keep a site instruction book with numbered pages on site where all the events and instructions for the works are documented. This book must be completed in triplicate, one copy to the Contractor, one copy to the Client and the 3rd copy always kept in the book as reference.

19. General

- 19.1 Under no circumstances must the Contractor accept that he has been appointed without the completed documentation as described hereafter.
- 19.2 The successful Contractor will be given notification in writing / by means of an appointment letter and the signing of **CBD 8**, together with this document, will form the contract.
- 19.3 Late bids will only be considered on the recommendation of the Adjudicating Committee.
- 19.4 The Contractor is responsible to complete all the work according to the quoted price.

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- 19.5 The Contractor must be able to give a one (1) year guarantee – if not, this must be indicated on the quotation on the page named “**Changes Made By Bidder**”.
- 19.6 According to the evaluation of the bid it can be insisted that an interview be conducted with the Contractor to test his knowledge on the subject, or to give further information on its product, service or pricing.
- 19.7 If the above-mentioned requirements are not met, a motivation together with the quotation must be submitted and indicated on the page named “**Changes Made By Bidder**”.
- 19.8 The attached form, **CBD 5.1**, “PPP – Evaluation Criteria of the Contractor”, **MUST** be completed, signed and handed in as part of the bid documents by the Contractor.
- 19.9 The Contractor must provide all details of any references of previous work of a similar nature or that demonstrates the ability of the Contractor to perform a task of this nature (refer “PPP – Evaluation Criteria: References of previous work”).
- 19.10 The Client retains the right to conduct a “credit reference check” as part of the appointment conditions.
- 19.11 The Contractor **must include** all relative information and documents that will not be available on the CSD (e.g. copy of B-BBEE certificate, company profile and CVs of employees if requested) with the quotation in order to successfully complete the application.

CSD registration and Tax clearance is compulsory for the principle and all sub-contractors

- 19.12 The Client retains the right to partially or completely amend the quotation to award or cancel the bid.
- 19.13 NO TIPP-EX may be used to rectify mistakes.
- 19.14 The Client retains the right to amend financial / accounting calculations and to accept the amended amount as the new bid amount.
- 19.15 The outcome of the bid will **not be made public, but each bidder will be informed on the outcome of the bid**. Enquiries on the bidder’s own evaluation and score can be made to project manager as to improve the bidder’s competitiveness, ensure correct and complete bids for future reference.

20 Cancellation of the project

The Client retains the right to partially or completely, amend, award or cancel this project before appointing any Contractor.

21 Evaluation of the bid

The awarding of bids is dependent on the special evaluation criteria as set out in the policies of **Casidra**. The evaluation criteria of this Preferential Procurement Policy is based on the “**Preferential Procurement Policy Framework (Act 5 of 2000)**” and related Regulations and updates.

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Further detail on the application of these regulations is as in document **CBD 5.1**. Awarding of the bid is dependent on a preferential points system, and every presentation is measured against the specific evaluation criteria as indicated. The completion and signing of this document is thus a prerequisite to qualify as a service provider.

22 Declaration of interest

Public Administration Management Act 11 of 2014, Section 8(2):

An “employee” may not – (a) conduct business with the State or (b) be a director of a public or private company conducting business with the State.

Public Service Proclamation Act 103 of 1994 – Section 30: Directive

“Conflict of interest” as a conflict between the public duties and private interests of an employee, in which the employee has private interest which could improperly influence him/her, and/or negative impact... on the public interest.

Prevention and Combating of Corrupt Activities Act 12 of 2004, Section 17:

Any public officer who, ... acquires or hold a private interest in any contract, agreement or investment emanating from or connected with the public body in which he or she is employed or which is made on account of that public body, is guilty of an offence.

Public Service Regulations 2016 – Code of conduct:

Paragraph 13(b): *(An employee shall) – not engage in any transaction or action that is in conflict with or infringes on the execution of his or her official duties;*

Paragraph 13(c): *(An employee shall) – not conduct business with any organ of state or be a director of a public or private company conducting business with an organ of state, unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the PFMA;*

Paragraph 13 (d): *- will recuse himself or herself from any official action or decision-making process which may result in improper personal gain, and this should be properly declared by the employee;*

In view of possible allegations of favouritism, it is required that the bidder declare his/her position in relation to the Client. The bid may be disregarded if that bidder or its directors have abused the Client's supply chain management system, committed fraud or any other improper conduct in relation to such system.

23 Construction Insurance

Proof of construction insurance for planned work must be submitted by the successful contractor. If you do not have insurance, for smaller (less than R100 000) projects, **Casidra** can put it under its insurance portfolio for your own costs (0.5% of the contract value). We must be given enough prior notice regarding this.

24 Inspections, tests and analysis

24.1 All pre-bidding testing will be for the account of the contractor.

24.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the contractor shall be open, at all reasonable hours, for inspection by a representative of the Client or an organization acting on behalf of the Client.

24.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the Client shall itself make the necessary

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arrangements, including payment arrangements with the testing authority concerned.

- 24.4 If the inspections, tests and analyses show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the Client.
- 24.5 Where the supplies or services do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the contractor.
- 24.6 Supplies and services which do not comply with the contract requirements may be rejected.
- 24.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the contractors cost and risk. Should the contractor fail to provide the substitute supplies forthwith, the Client may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the contractor.
- 24.8 The provisions of clauses 24.4 to 24.7 shall not prejudice the right of the Client to cancel the contract on account of a breach of the conditions thereof, or to act in terms of the conditions of contract.

25 Warranty

- 25.1 The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Client's specifications) or from any act or omission of the contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 25.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 25.3 The Client shall promptly notify the contractor in writing of any claims arising under this warranty.
- 25.4 Upon receipt of such notice, the contractor shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the Client.

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- 25.5 If the contractor, having been notified, fails to remedy the defect(s) within the period specified, the Client may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the Client may have against the contractor under the contract.

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BID NO: 38/2022

LUTZVILLE: WELGEDACHT BOERDERY: CONSTRUCTION OF SHADENET STRUCTURE

Scope of works

Welgedacht Boerdery requires a shade-net structure, size 144 x 144m constructed of CCA treated wooden poles frame and 40% green shade-net cover. The main purpose of the shade-net is to improve vegetable production and quality. The contractor must provide all necessary material, machinery and labour to construct the shade-net structure as indicated on the attached plan.

GENERAL CONDITIONS

SITE ACCESS:

The movement of vehicles on the site should be confined to demarcated access routes and existing roads should be used where approved by the Project Manager. Any deviation should first be approved by the Project Manager in consultation with the Landowner. The Contractor should ensure that vehicles leaving the site are clean and, wherever possible do not deposit mud and any other earth material on road surfaces. Please note to make allowance for removing security fencing panels and reinstatement in the tender pricing to gain access using the mechanized plant.

STORAGE SHEDS FOR EMPLOYEES AND MATERIALS:

The Contractor shall provide for the supply, erection and maintenance and removal on completion of the works, of ample temporary sheds for the proper storage of materials and the use of his employees.

TEMPORARY LATRINES:

The contractor shall provide for the supply and erection of proper temporary latrines for the use of his employees. Latrines are to be maintained in a thoroughly clean and orderly condition and adopt such precautions to prevent the soil from being contaminated/polluted and remove such latrines after the works.

FIRE PREVENTION MEASURES:

No unauthorized fires may be allowed inside the construction area.

(Please see the baseline risk assessment and the health and safety specification).

The Contractor shall pay damages and the costs incurred to organizations called to put out any fires started by him. The Contractor shall also pay any costs incurred to reinstate/rehabilitate burnt areas as deemed necessary by the Project Manager.

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SECURITY:

The successful bidder is responsible for the security of his/her plant, facilities, resources, etc for the duration of the contract.

SITE CLEAN UP:

The Contractor shall ensure that all structures, equipment, materials, and facilities used or created on-site for or during construction activities are removed to the satisfaction of the Project Manager once the project has been completed. All roads to be repaired to at least its original condition. All damage to the site's infrastructure or land production must be repaired or rehabilitated before completion of the project

THE SCOPE OF WORKS ELEMENTS

1. Removal of vegetation and levelling of site
2. Planting of poles
3. Installation of anchor cables
4. Installation of Wire support
5. Sliding gates

REMOVAL OF VEGETATION AND SITE LEVELLING

Clear the ground and level where the shade-net is to be constructed. This operation shall be deemed to include the digging up and removal of rubbish, debris, vegetation, hedges, shrubs, bush etc. as well as the digging up of top soil and examining for and removal of all dead roots and other vegetable matter likely to provide food for termites.

Prepare the site by cutting and filling to obtain a final of 2% fall from North to South

POLE SUPER STRUCTURE:

Contractor to erect structure as per the below specification and the contract drawing. Any discrepancy must be brought to the attention of the project manager during the tender process.

POLES

All corner, intermediate and stay poles for the shade-net structure to be CCA treated hardwood round poles, to SANS 457, size for the external poles (Yellow marked on drawing) to be 5200 x 125 – 150mm in diameter and the internal poles (Marked in Red) to be 3600 x 100-119mm.

Poles to be installed as per the layout plan. Contractor to note the 4800mm height above ground level needed throughout the structure as required by the client.

ANCHOR CABLING & POLE

The anchor has to be fixed with fully galvanised No 8, 6mm anchor cabling at angles as shown. Contractor to note that the anchor cables must be wound up in its entire length. Stay cables must be attached to the perimeter poles at the same point of tension as where the horizontal cable or wire is attached.

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The anchor wire must be attached to 20mm Y – Type steel bars. The bars are to be driven at a minimum depth of 900mm into the ground or deeper until solid ground are reach.

WIRE SUPPORT & INSTALLATION

Allow for both side, top and cross lines formed from high strain steel wire fully galvanised 2,24mm. Wires to be installed as per drawing. Lacing up is critical to the overall stability of the structure and to the longevity. Once cloth has been laced up and the wires tied and tensioned onto the respective poles, the cloth must be pleated like curtain material on the taut edges.

After the cross wires have been tensioned, close gap with 75mm long by 2,5mm thick cable ties at 200mm centres.

SHADE CLOTH

Cover the complete structure with 40% green shade netting. Shade cloth netting to be knitted conforming to SABS standard 1703 Edition 1.02 - 2003. The shade-net to be fastened unto the steel wire running over the pole line in longitudinal direction by continuous twine in order to prevent billowing during strong winds.

SLIDING GATES

The sliding gate to the openings to be of sizes to fit the opening shown and constructed out of 60 x 60 x 2,5mm thick mild steel square tubing framework, mitred at angles and all welded together. Fill in the framing with 40% shade net material.

The doors to glide on 75mm diameter rollers as shown and the top section to be guided in a U-channel with roller bearings as shown on the drawing.

Provide the gates with a 50mm highly security locks with three (3) keys.

Allow for two sliding gates

CLEANING OF SITE

Contractor to allow for picking up all loose cut wire to ensure that farm animals cannot eat the waste and cause internal damage. All concrete spillage to be picked up and carted off site.

END OF WORK TO BE DONE

| | | |
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For Casidra office use only:

TIMELINE

| <u>ACTION</u> | <u>START DATE</u> | <u>END DATE</u> | <u>DURATION (WEEKS)</u> |
|--|--------------------------|------------------------|--------------------------------|
| <i>Administrative and tender preparation</i> | 14/12/22 | 31/01/23 | 48 |
| <i>Tender runtime/sourcing of quotes</i> | 31/01/23 | 22/02/23 | 22 |
| <i>Adjudication and award of bid</i> | 22/02/23 | 04/03/23 | 10 |
| <i>Time to activate delivery</i> | 04/03/23 | 11/03/23 | 7 |
| <i>Construction time/delivery completed</i> | 11/03/23 | 11/06/23 | 92 |
| <i>Total duration</i> | | | 179 |

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BID NO: 38/2022

LUZVILLE: WELGEDACHT BOERDERY: CONSTRUCTION OF SHADENET STRUCTURE

The total price for this service must include all labour and material required for the proper execution of the work as described in the Scope of Works and as per Engineers drawings.

Take note: This tender will be evaluated on the criteria for a market related price. The full cost of the service and/or works must be indicated and may not be discounted or cross subsidised against another service, project, transaction or sale of goods. Such contributions discounted against the total project cost must be specified, itemised, costed and clearly indicated in the bid.

This prices must be valid for a period of **90** days from the date of closure of the bid to allow for evaluation and appointment.

The completion period of this service is **4 Months** starting from the day of appointment.

Amount for site preparation: R _____

Amount for local content: R _____
(Fabricated structural steel, Wire products, fasteners)

Amount for Shade net structure: R _____

SUB-TOTAL R _____

Value-Added Tax (VAT) R _____

GRAND TOTAL R _____

Are you registered in terms of sections 23(1) of 23(3) of the Value-added Tax act 1991(Act No. 89 of 1991) (Please circle your answer)

YES NO

If yes, provide your VAT registration number: _____

Signature: _____

Date: _____

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CHANGES MADE BY BIDDER

If the bidder wishes to make any changes to any of the bid conditions or specifications, or if he wishes to qualify his bid in any way, he must clearly set out his suggestions below. If he makes **ANY** changes and do not list them below, his bid will be disqualified.

If no changes or amendments are made, please indicate it below by writing **NONE** in the space below.

NB. Any changes made by the bidder outside the scope of works, resulting in not meeting pre-qualifying conditions or compulsory subcontracting, may influence the functionality of the end product and may result in the bid being disqualified.

| Item | Suggested Change |
|------|------------------|
| | |

If more space is required, please add a separate page.

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SCHEDULE: PROOF OF RELEVANT EXPERIENCE & REFERENCES

The following is a summary of works that have been completed successfully by bidder. In order to be compliant for this bid, the following detail **MUST** be included:-

- Supply at least three different references with contact numbers.
- The description of work must be relevant to the nature of this contract. For eg, do not list “structural steel stores” completed when the scope of works is a a Shade net structure.
- Elaborate on project description. For example; do not state ENGINEERING CONTRACT – Be specific as to the works executed in the contract to support relevant experience.

| Employer (include contact information) | Description | Value of Work | Completed |
|--|-------------|---------------|-----------|
| | | | |

If more space is required, please add a separate page.

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SCHEDULE: PLANT AND EQUIPMENT TO BE USED FOR THE WORKS

The following is a list of main items of equipment, plant and tools that we:

- (a) have available immediately, or
- (b) will purchase / hire if our bid is accepted.

| Quantity | Description (Size, Capacity, etc.) | (a) or (b) as above |
|----------|------------------------------------|---------------------|
| | | |

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SCHEDULE: CONSTRUCTION MANAGER COMPETENCY

The contractor must attach to this page **DETAILED & COMPREHENSIVE** proof of competency of a construction manager in terms of Construction Regulations 2014 Clause 8.

Please attach a complete CV for evaluation purposes relevant to this occupation of Construction work.

Please also supply this particular persons experience regarding construction health & safety regulations.

If more space is required, please add a separate page.

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SCHEDULE: DETAILED COMPANY PROFILE

The contractor must attach to this page a **DETAILED & COMPREHENSIVE** company profile including core competencies of personnel. The company profile must summarize information about your organisation.

In order for a company profile to be compliant for this bid, the following detail **MUST** be included in the company profile.

- Company core business activities – Describe your products and services and markets in which you operate
- Company background – State number of years in business, location, history of company, etc
- Company resources – Number of employees, core competencies of personnel, structure of company - organogram

If more space is required, please add a separate page.

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SCHEDULE: CIDB GRADING

The contractor must attach to this page their proof of CIDB grading of **3GB or 3SQ** or higher

If more space is required, please add a separate page.

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COIDA LETTER OF GOOD STANDING

The contractor must attach to this page a copy of the current letter of good standing

If more space is required, please add a separate page.

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FINANCIAL REGULATIONS SECTION 22

BID NO: 38/2022

SUPPLY CHAIN MANAGEMENT – PREFERENTIAL PROCUREMENT POLICY - EVALUATION CRITERIA (PPP – EVALUATION CRITERIA)

ONLY FOR USE OF BIDS FROM R30 000 TO THE MAXIMUM VALUE OF R50 MILLION

Casidra, as a Schedule 3D development and implementation agent for the Western Cape Provincial Government underwrites, and complies to, the Provincial and National developmental initiatives and administers funds on behalf of donors. Within this context, and because of the specific requirements of the donors for the application of the funds, the awarding of bids are dependent on the special evaluation criteria as set out in the policies of **Casidra**. The evaluation criteria of this Preferential Procurement Policy is based on the “**Preferential Procurement Policy Framework (Act 5 of 2000)**” and related Regulations.

Awarding of the bid is dependent on preferential points system, and every presentation is measured against the specific evaluation criteria as shown. **The completion and signature of the document is thus a pre-requisite to qualify as a service provider.**

| GENERAL DETAILS: (Please print clearly) | |
|--|---|
| Registered Company Name | |
| Trading Name / Individual Full Name | |
| Company Reg Number / ID Number | |
| VAT Number | |
| CSD Supplier Number * | |
| CSD Unique Registration Ref Number * | |
| Postal Address | <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px;"></div> |
| Postal Code | |
| | |
| Physical Address | <div style="border-bottom: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 20px;"></div> |
| For office use only | <div style="display: flex; justify-content: space-between;"> Version no: 11.1 Date: 15 February 2021 </div> |
| To be initialled by bidder | <i>Initial here</i> |

| | | | |
|---|--|-------------------------------|--|
| | | | |
| Postal Code | | | |
| CONTACT DETAILS | | | |
| Representative Name | | | |
| Telephone Number | | | |
| Cell Phone Number | | | |
| Fax Number | | | |
| Email Address | | | |
| Website Address | | | |
| OTHER DETAILS | | | |
| Main Business Type (<i>Please tick</i>) | | Consultants & Professionals | |
| Tools & Equipment (Hardware) | | Clothing & Textiles | |
| Office Supplies & Furniture | | Accommodation & Transport | |
| Training & Mentorship | | Printing & Advertising | |
| Event Services (Catering, Venue Hire) | | Irrigation & Water Services | |
| Earthmoving & Heavy Machinery | | Other Production Inputs | |
| Seed, Fertilizer, Chemicals | | Livestock & Animal Production | |
| Construction Services | | Repairs & Maintenance | |
| Vehicles & Implements | | Municipal & Bulk Services | |
| Other (Please Specify) | | | |
| * Note that you HAVE to register on the Central Supplier Database (CSD) (www.csd.gov.za) before we can use you as a service provider. | | | |

Pre-qualifying criteria

- CIDB grading (for “construction” projects with a value of more than R500 000 only)**

“construction”: in terms of this requirement of the CIDB Act means; the provision of a combination of goods and services arranged for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling, or demolition of a fixed asset including building and engineering services.

Only those bidders who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 2 GB or higher than a contractor grading designation determined in accordance with Table 5 of the Construction Industry Development Regulations, for a 3GB or 3SQ class of construction work, are eligible to have their tenders evaluated. Within the framework of a targeted development programme and compulsory subcontracting objectives, **Casidra** may accept tender offers from a contractor who is registered as a potentially emerging enterprise that is one designation lower than the advertised class of construction work.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner has a contractor grading designation in the (above indicated) class of construction work;
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with Table 9 of the Construction Industry Development Regulations.

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Further Joint Venture criteria

- Tenders to note that if a joint venture is submitted, a JV cidb contract must accompany this bid.
- The joint Venture must clearly state the percentage split of responsibilities and also list all the responsibilities / duties of each member of the Joint Venture.
- The work and obligations making up the contract must be broken down into discrete elements, or sections, usually on the basis of locality, the nature of the work, or the capabilities and resources required.
- Each element is assigned to a specific member of the joint venture who assumes full responsibility for its execution, under the direction of the joint venture must be indicated

Failure to submit above information, if submitting a Joint Venture bid, will mean disqualification of the bid.

- **Proof of competency of Construction Manager**

(The level of competency needed with reference to specific person CV is to have experience in construction of in Building work, but also all aspects of health and safety regarding construction works)

Sub-contracting

Excluding any subcontracting requirements as a condition of tender, as indicated in CBD 1, the following general condition apply:

A Maximum of 25% of the value of the contract may be subcontracted without proof of the subcontractor B-BEE status:

- unless with proof of a subcontractor with equal or better B-BBEE points
- unless the subcontractor is an exempted micro enterprise with the capacity and ability to execute the subcontract.

In event of the above, full disclosure by the contractor must be made in the bid documents to **Casidra** with full details on the subcontractor as well as proof of the capacity and ability of the subcontractor to execute the work. Subcontracting a portion of the tender, without disclosure and approval by **Casidra**, the Contractor can be penalised up to 10% of the value of the contract.

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

If YES, indicate:

- what percentage of the contract will be subcontracted?
- The name of the sub-contractor?
- The B-BBEE status level of the sub-contractor?
- Whether the sub-contractor is an EME? YES / NO (Attach B-BBEE certificate / an **original** sworn affidavit as proof)

Final points awarded to bid = (B) Price Max 80% + (C) B-BBEE Max 20%

Section A – Functional Requirements

Functional refers to: A service or product that is designed to be practical, useful, working or operating, taking into account factors like quality, reliability, viability, and durability and the technical capacity (time and resources) and ability (knowledge and skills) of the bidder to execute the works.

An offer that does not obtain the minimum score for each functionality criterion or the minimum weighted average for functionality as indicated, is not an acceptable tender. Is this bid subject to the evaluation of functional requirements? **YES / ~~NO~~** (**Casidra** to indicate)

If “**YES**”, the following criteria will be used for evaluation:

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| No | Evaluation criteria | Weight (A) | Score (B) | Minimum score required | Total (A x B) |
|---|---|------------|----------------|------------------------|----------------|
| 1 | Experience of similar work | 40% | For office use | 4 | For office use |
| 2 | References of previous work | 40% | For office use | 4 | For office use |
| 3 | Construction equipment available for contract | 20% | For office use | 3 | For office use |
| TOTAL SCORE - A minimum score of 76% is required for functional requirements for this bid to be considered for further evaluation | | | | % = Total / 5 | For office use |

| Functional Item | 1 Poor: Non compliant | 2 | 3 | 4 | 5 Excellent: Fully compliant |
|---|--|---|---|--|--|
| Experience of similar work – (refer to company CV) | No experience | Limited exposure to work at hand | Not similar, but related | Similar work | High level similar work |
| References from clients on similar nature related previous work | No references or very poor rapport by all three references | Some minor problems experienced by all three references | Moderately good by all three references | Recommended by all three references | Highly recommended by all three references |
| Construction equipment available for contract | Has no plant resources at all | Has insufficient in-house plant available to execute works & has to hire most of the plant externally | Has basic in-house plant available to execute works but also has to hire externally | Has sufficient in-house plant available to execute works | Has more than sufficient in-house plant available to execute works |

Section B – Formula for Awarding of Price Points (Only to be considered if Section A has met the minimum requirement)

Unconditional discounts offered will be taken into account for determining the following point:

$$\text{Point} = 80 \left[1 - \frac{\text{Price} - P_{\min}}{P_{\min}} \right] \quad \text{where } P_{\min} \text{ is the lowest acceptable bid}$$

Section C – B-BBEE Contribution

An **EME** must submit a valid, **originally certified and signed sworn affidavit** (no photostat copies of certification allowed) confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission (accounting officer for a Closed Corporation). If a **startup EME**, a certificate issued by CIPC on the BEE status is accepted.

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

A **QSE that is at least 51% black owned (51% or higher)** must submit a **valid, originally certified and signed sworn affidavit** confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

A **large enterprise** must submit a **valid, original or originally certified copy** of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

A **trust, consortium or joint venture**, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A **trust, consortium or joint venture** (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

Bids of non-compliant contributors (no certificate) will be considered, but no points will be awarded for B-BBEE status.

The generic threshold for EME are R10 million, but depending on the sector, the threshold as set in the BEE charter for that sector will apply. (Tourism R2.5mill and Construction R1.5 mill)

| B-BBEE Status level of contributor | Number of points | Points awarded | BEE recognition level |
|------------------------------------|------------------|--|-----------------------|
| 1 | 20 | EME & QSE 100% Black owned <i>For office use</i> | 135% |
| 2 | 18 | EME & QSE 51% + Black owned <i>For office use</i> | 125% |
| 3 | 14 | <i>For office use</i> | 110% |
| 4 and EME | 12 | EME 51% < Black owned <i>For office use</i> | 100% |
| 5 | 8 | <i>For office use</i> | 80% |
| 6 | 6 | <i>For office use</i> | 60% |
| 7 | 4 | <i>For office use</i> | 50% |
| 8 | 2 | <i>For office use</i> | 10% |
| Non-compliant contributor | 0 | <i>For office use</i> | 0% |

Market related pricing

If the bidder, whose tender has been compliant, and that received the highest overall points, do not offer a market related price, the offer may be negotiated with that bidder to be market related.

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Are you willing to negotiate your offer? YES / NO (delete which is not applicable)

If a market related price cannot be negotiated, the offer for negotiation will be extended to the second highest point scoring bidder, then the third highest scoring bidder, where after, failing to reach any agreement, the tender will be cancelled.

Declaration of interest and Bidders past supply chain management practices

In terms of section 22 of the **CBD 2.1** Conditions of Tender document:

Are any family member, trustee, director, shareholder or member of the bidder in any way connected to the State?

and/or

Do any potential conflict of interest exist, where the public duties (like being part of an approval or adjudication process) and private interests of the bidder, could improperly influence or lend inside trading information to the bidder?

and/or

Do the bidder have any relationship with a person that may be involved with the evaluation or adjudication of this bid? In view of possible allegations of favouritism, it is required that the bidder declare his/her position in relation to the Client.

If so, furnish particulars:

.....

The bid may be disregarded if that bidder or its directors have abused the Client's supply chain management system, committed fraud or any other improper conduct in relation to such system.

(i) Is the bidder or any of its directors;

- listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (www.treasury.gov.za, follow the link at the bottom of the home page);
- Listed on the register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act;

(ii) Was the bidder or any of its directors;

- convicted by a court of law (including a court outside of the RSA) for fraud or corruption during the past five years?
- contract with any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

(iii) The contractor is not known to be insolvent, in receivership, bankrupt or being wound up, or has its affairs administered by a court or a judicial officer, has suspended its business activities, or is subject to legal procedures in respect of any of the foregoing.

If so, furnish particulars:

.....

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• Section D – Designated Sectors – Local Content

The following sectors in this bid are subject to a stipulated minimum threshold for local production and content:

| Sector | Minimum Threshold (%) |
|--|-----------------------|
| Steel Products & components for construction (including wire and roof sheets) | |
| Fabricated structural sheet | 100% |
| Wire products | 100% |
| Fasteners | 100% |

If Section D is applicable, **Form SBD 6.2** must be completed and signed as well as **Annex C Local Content Declaration – Summary Schedule**, and must be handed in as part of the bid documentation.

IMPORTANT NOTES

Casidra reserves the right to:

- disregard any bids where the declaration (below) has not been signed;
- change the point system of the policy without prior notification;
- negotiate prices based on market related pricing before award of the bid;
- accept parts of the bid items or split bids based upon item prices
- disclose the results of the points awarded on request;
- evaluate and award points according to the documentation supplied and evaluate functionality at its own discretion;
- award the bid to the qualifying Contractor with the highest number of points scored, unless the prices are not market related or on the basis of objective criteria stated in the tender documents, like fairness, safety, public interest and international suppliers;
- to award the bid to a Contractor which does not necessarily have the lowest price.

Other Notes:

- Final points scored will be rounded off to the nearest 2 decimal places
- In the event of equal scores, the offer with the highest B-BBEE score will be successful. If scores are still equal, and where functionality is part of the bid, the offer with the highest functionality score will be successful. If the scores are still equal, the drawing of lots will determine the outcome.

The bid may be cancelled if:

- all the bid offers received are higher than R50 million;
- circumstances change and there is no longer a requirement for this service;
- funds are no longer available or if there are insufficient funds available in the budget for the work;
- no acceptable bids and/or market related prices are received;
- there is a material irregularity in the tender process;
- false information were supplied by the bidder.

Cancellation of bid will be placed in the same media as initially advertised.

Bids which are suspected to have supplied false information will be subjected to the *alteram partem* rule. If proven that false information was supplied, disqualify the tender or terminate the contract, without payment and/or claims for damages incurred by such cancellation.

The Contractor will be liable for the recovery of all costs and damages suffered as a result of the misconduct or cancellation of the bid or less favourable conditions affecting the award of the bid.

Exclusion of the Contractor and its directors, who acted fraudulently, from any business with an organ of state for a period not exceeding 10 years after has been applied.

| | | |
|----------------------------|-------------------------|-------------------------------|
| For office use only | Version no: 11.1 | Date: 15 February 2021 |
| To be initialled by bidder | | <i>Initial here</i> |

Declaration by the company submitting the bid:

I, _____

as the authorised representative of the company / CC / business hereby declare that, to the best of my knowledge the abovementioned information is true and correct and that I am duly authorized as a signatory of this bid. On behalf of my business I accept the terms and conditions as set out in this document. I will supply documentary proof of any information supplied herein on request and to the satisfaction of **Casidra**.

In terms of the POPI Act I further give consent that my contact and company details as will be captured on the **Casidra** database may be shared with the role players/funders involved in the project and be used by **Casidra** for the purpose of further procurement.

Signature

Date

SUPPLY CHAIN PERFORMANCE MEASUREMENT

In order for **Casidra** to measure its supply chain efficiency and effectiveness, please assist us by answering the following questions:

- **What were the source that made you became aware of this bid being available.**

Mark with X

| | |
|---------------------------------------|--|
| Personal Email invite to bid: | |
| Via a friend or business partner: | |
| National Government E-Tender website: | |
| Local Newspapers: | |
| Casidra own website: | |
| CIDB website | |

Other: Specify.....

- **Was the time allowed to date of closure sufficient for you to compile an offer.**

| | | |
|----------------|------------------|---------------|
| No – too short | Yes - Sufficient | No - Too long |
|----------------|------------------|---------------|

| | | |
|----------------------------|-------------------------|-------------------------------|
| For office use only | Version no: 11.1 | Date: 15 February 2021 |
| To be initialled by bidder | <i>Initial here</i> | |

GUIDANCE DOCUMENT

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

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete **Annexures D and E**, and consolidate the information on **Annexure C**. **Annexure C** must be signed and dated and submitted with the tender by the closing date and time as determined. If the tender is successful, the tenderer must continuously update the declarations with actual values for the duration of the contract.

Completion of SBD 6.2

1. Bids in respect of certain sectors must contain a specific bidding condition that:
 - a. Only locally produced or locally manufactured items from local raw material or input will be considered.
 - b. If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorization from **the dtic** should there be a need to import such raw material or input; and
 - c. A copy of the authorization letter must be submitted together with the bid document at the closing date and time of the bid.
2. The local content expressed as a percentage of the bid price shall be calculated in accordance with the formula as per SABS approved technical specification [SATS 1286:2011](#).
3. The Declaration certificate SBD 6.2 for local production and content **together with** Annexure C, D and E for Local Content Declaration **must be duly completed and signed**.
4. It is the responsibility of the bidder:
 - a. To include the proof of exchange rate where applicable (relevant rates of exchange information is accessible on <https://www.resbank.co.za>).
 - b. To attach a copy of authorization letter together with bid document where applicable.
 - c. Complete the declaration certificate Item 3 and 3.1.
 - d. Complete, sign and date the Local Content declaration.

Calculation of Local Content

1. Identify the imported content, if any, by value for products by component/material/services. In the case of items sourced from a South African manufacturer, agent, supplier or 3rd party, obtain that information and Declaration d from the 3rd party.
2. Calculate the imported content of items to be used in the manufacture of the local quantity of the products for which the tender is to be submitted. If information on the origin of the items is not available, it will be deemed to be imported content.
3. When the tenderer import the items directly, the tenderer must provide evidence of any items that are procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Evidence will include commercial invoices, bills of entry, etc.
4. When the tenderer supplies the items that are imported by a 3rd party, the onus is still on the tenderer to obtain verifiable evidence from the 3rd party. The tenderer must obtain Declaration D from all 3rd parties.
5. Exemptions, if any, are granted by the Department of Trade Industry and Competition (**the dtic**) and evidence must be provided and included in Annexure D.

6. Identify and calculate the local content by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.
7. **Calculation of local content per item:** Provide local value of the item by deducting the Imported value (C13) from the net tender value (C12). The local content percentage can be calculated by dividing the local value (C14) by the net tender value (C12).
8. **Calculation of imported content per tender:** The total tender value net of exempt imported content is the local tender value (C20) less the total exempted imported content (C21). The total imported content is the sum of the values in (C19). This value must correspond with the value of D53 on Annexure D.
9. **Calculation of local content per tender:** The local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.
10. **Average local content percentage of tender:** the average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

For more information on how to complete the SBD 6.2 documentation, please follow the [Guidance document for calculation of local content](http://www.thedtic.gov.za) as found on <http://www.thedtic.gov.za>

Casidra SOC Ltd

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedtic.gov.za/wp-content/uploads/IP-guideline.pdf> at no cost.

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) This Declaration Certificate and Annexure C are not completed and fully signed.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods
(For office use only.)

Stipulated minimum threshold (%)

Steel Products & components for construction (including wire and roof sheets)

| | |
|------------------------------------|-------------|
| Fabricated structural sheet | 100% |
| Wire products | 100% |
| Fasteners | 100% |

4. Does any portion of the services or goods offered have any imported content?
(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

The relevant rates of exchange information is accessible on on <https://www.resbank.co.za>

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

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO./.....

ISSUED BY: Casidra SOC Ltd.

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

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

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

NB: This document, fully completed and signed, must be handed in as part of the tender

SATs 1286.2011

Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

Pula EU GBP

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

Date: _____

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

NB: Do not hand this document in with the tender, but must be kept for a period of 5 years for future audits.

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

| | |
|------------------------|------|
| Tender No. | |
| Tender description: | |
| Designated Products: | |
| Tender Authority: | |
| Tendering Entity name: | |
| Tender Exchange Rate: | Pula |

Note: VAT to be excluded from all calculations

EU R 9.00

GBP R 12.00

A. Exempted imported content

Calculation of imported content

Summary

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

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content

Summary

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

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

Calculation of imported content

Summary

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

D. Other foreign currency payments

Calculation of foreign currency payments

Summary of payments

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

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

This total must correspond with Annex C - C 23

Signature of tenderer

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

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

Note: VAT to be excluded from all calculations

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

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

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

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

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer

Date: _____



BID NO: 38/2022

LUTZVILLE: WELGEDACHT BOERDERY: CONSTRUCTION OF SHADENET STRUCTURE

FEBRUARY 2023

BASELINE RISK ASSESMENT REPORT

A baseline risk assessment focuses on the identification of risk that applies to the whole project. The purpose of conducting a baseline risk assessment is to establish a risk profile.

This is an initial risk assessment that focuses on a broad overview in order to determine the risk profile to be used in subsequent risk assessments. It is performed to obtain a benchmark of the types and size of potential hazards, which could have a significant impact on the whole project and all stakeholders.

The stakeholders need to identify the major and significant risks, then prioritise these risks and evaluate the effectiveness of current systems for risk control.

The risks for the above project which have been identified have been highlighted under the following categories: -

1. Scope of work (what is being built?)

This project consists of the following elements:

1. The construction of a shade net structure

2. Location of site and elements specific to the location (municipal by-laws, weather factors, geographical factors)

Lutzville normally receives about 114mm of rain per year and because it receives most of its rainfall during winter. It receives the lowest rainfall (15mm) in January and the highest (47mm) in June. The monthly distribution of average daily maximum temperatures shows that the average midday temperatures for Lutzville range from 8°C in July to 32°C in December.

| | | | |
|---|---------------|--------------------------|--|
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| To be signed upon appointment of winning bidder to form the agreement between the parties | | | |
| Signature for Casidra | | Signature for Contractor | |

3. Geo- technical risks (conditions of the soil, raise any concerns that may hinder the project progress)

The site consist of clayish soil conditions, during high rainfalls, the soil can be slippery.

4. Environmental risks (This is the actual or potential threat of adverse effects on living organisms and environment by effluents, emissions, wastes, resource depletion, etc involved in the construction phase)

Due to the site being in an environmental area there is always the risk for soil, groundwater and surface water pollution and contamination when using mechanical plant, fuel and pesticides. It will also not be allowed to dispose of any kind of waste by burying it on site.

5. Risk assessments based on scope of work (Is this a high rise building in a built up area? Is it working in a flood plain and/or river with eroded soil conditions?)

Due to the nature of the works, there is risk of maintaining structural stability during excavations. Dangers presented are the collapse of excavations, falling or dislodging material and falling into excavations.

The erection of steel framework presents its own dangers on both the erection of heavy steel sections and installation of roof plastics, especially at height. Care must be taken during the erection process with mechanical equipment working in close proximity to site labour force.

Working at height poses risks of falling, material/tools dropping down damaging infrastructure and/or personnel. People are struck by material falling from loads being lifted and material that rolls or is kicked off work platforms; others are struck or buried by falling materials. Structures under construction may also collapse, eg steel frames that have not been adequately braced, or formwork that is prematurely loaded.

6. Equipment Risks.

The equipment risks associated with this project is as follows:-

It is envisaged that this will be both a mechanised and labour job. There will be mechanised earth moving equipment in close proximity to people, infrastructure, and surrounding environment.

7. Material Risks.

The following could pose risks associated with the project:-

- Flammable materials such as diesel/petrol in a highly flammable environment.
- Inhalation of poison or being in contact with skin
- Care must be taken not to dispose of any material by burning

| | | | |
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| Signature for Casidra | | Signature for Contractor | |

8. Ergonomic Risks (Ergonomic hazards refer to workplace conditions that pose the risk of injury to the musculoskeletal system of the worker).

Cold conditions. Dangers associated with pneumonia. During winter season.

Manual handling

Lifting heavy and awkward loads causes back and other injuries. Some injuries can result from a single lift, but more commonly, long-term injury develops as a result of repeated minor injury due to repetitive lifting.

Noise and vibration

High levels of noise can cause hearing loss and repeated use of vibrating tools can cause hand-arm vibration syndrome (damage to nerves and blood vessels – most commonly in the hands and fingers).]

Chemicals

Exposure to materials such as cement and solvents can cause skin problems such as dermatitis.

9. Controls specific to client requirements (two day induction, pink overalls, entrance to existing premises, etc).

N/A

RISK OVERVIEW CHART FOR PROJECT:

| RISK CATEGORY | RISK FACTOR | ASSOCIATED RISK | RISK PROBABILITY FACTOR (1-5) 1 being low 5 being very high |
|----------------------|-----------------------|---|--|
| LOCATION | Cool temperatures | Pneumonia | 2 |
| GEOGRAPHICAL | Very loose sandy soil | Windstorms and risk of collapse of ground when excavating or open excavations | 3 |
| ENVIRONMENTAL | Dust pollution | Dust will affect both neighboring & current farmers crops | 3 |

| | | |
|---|----------------------|------------------------------|
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| Signature for Casidra | | Signature for Contractor |

| | | | |
|----------------------------|--------------------------------------|---|---|
| | Soil contamination | Risk of pollution to ground by contaminants | 3 |
| | High winds | Risk of damage to construction materials and risk of being blown off structure | 4 |
| SCOPE OF WORK | Structural stability | Risk that people be killed or seriously injured by collapses and falling materials while working in excavations | 3 |
| | Working at Heights | Risk of falling material and/or personnel | 5 |
| | Site enclosure | Risks to public if not managed and implemented | 4 |
| | | | |
| EQUIPMENT | Mechanised plant working with labour | Risk of injury to labour force due to close proximity | 5 |
| MATERIAL | Flammable material | Dangerous to work with and to store | 3 |
| ERGONOMIC | Manual handling | Lifting of heavy equipment | 4 |
| | Noise/Vibration | High noise levels | 4 |
| | Chemicals | Exposure to chemicals | 4 |
| | Heat | Heat exhaustion | 4 |
| CLIENT REQUIREMENTS | Working times | No work is to be done after 17h00 at night | 3 |

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Please find below risk assessment template which can be used by the contractor to manage the above identified risks.

| Risk assessment | | | | | | | |
|---|------------------------------|-------------------------------------|------------------------------------|---|---|--------------------------------------|-------------|
| Title: | | | | | | | |
| Company name: | | | Date assessment was carried out: | | | | |
| Assessment carried out by: | | | Date of next review: | | | | |
| Risk assessment Activity or area | What are the hazards? | Who might be harmed and how? | What are you already doing? | What further action do you need to take? | Who needs to carry out the action? | When is the action needed by? | Done |
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BID NO: 38/2022

**LUTZVILLE: WELGEDACHT BOERDERY: CONSTRUCTION OF
SHADENET STRUCTURE**

FEBRUARY 2023

OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

In terms of the Construction Regulations 2014 Regulation 5, a baseline risk assessment for the intended works is required to be done by the Client for each specific construction site.

This risk assessment will inform the site-specific Occupational Health and Safety specifications that must be supplied to the designer, who will supply any design specifications to be added and then supplied to the prospective Contractor (Bidder) as part of the tender documents. This specification must be translated into actions and preventative risk management measures by the Contractor that will form part the Occupational Health and Safety Plan of the Contractor.

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase to make sufficient provision for related costs for risk management and after award of tender for the purpose of drawing up its project-specific construction phase health and safety plan.

It is the responsibility of the Contractor in the bidding process to:

- ensure that he include adequate provision for the cost for health and safety measures in his bid and
- Provide proof and include in his cost the necessary competencies and resources to perform the work safely.

The risks for the above project which have been identified, evaluated and resulted in the following specifications that are highlighted under the following categories:-

This specification does not replace the requirement of the Contractor to comply to all relevant legislation and the regulations of the Occupational Health and Safety Act, but just highlight the specific identified and relevant risk factors that need special mention and attention by the Contractor in his bid.

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1. General administrative requirements

| DESIGNATION | NAME | CONTACT NO's | ADDRESS | RESPONSIBLE PERSON |
|----------------------|--------------------------------|--------------------|---|--|
| Project Client | Casidra SOC | 021 863 5000 | 22 Louws Avenue Southern Paarl 7624 | Mr. G. van Schalkwyk Senior Project manager |
| Department of Labour | Department of Labour Cape Town | 027 213 2141 | Cnr of Dorp St & Tuin St. Vredendal | N/A |
| Municipality | Matzikama Municipality | 027 201 3300 | 37 Kerk St Vredendal | N/A |
| Project Funder | Department of Agriculture | 021 808 5000 (tel) | ELSENBURG – HEAD OFFICE Muldersvlei Road, ELSENBURG, 7607 | N/A |

2. Scope of work (what is being built?)

This project consists of the following elements:

1. The construction of a shade net structure

3. Location of site and elements specific to the location (municipal by-laws, weather factors, geographical factors)

| | |
|--|---|
| What is the risk? | Cold and rain |
| Hazard Identification? | High temperatures together with high wind factor. |
| Who will be injured & mechanism of injury? | All personnel working on site. Possible injury will vary from pneumonia and or broken ankles from muddy soil. |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |
| <ul style="list-style-type: none"> • Monitor weather for worsening soil conditions on daily basis. When conditions underfoot do not assist with mechanical and/or personnel, call site off until conditions improve • Ensure for shade and sufficient water onsite for high temperatures. • Ensure temperature is monitored and call site off with WGT of 40 and higher | Risk reduction/control |

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| What is the risk? | Wind |
| Hazard Identification? | High winds are experienced in the area and danger of falling off temporary and/or permanent structures |
| Who will be injured & mechanism of injury? | All personnel working at height. Possible injury will vary from dislocation, broken bones to death by falling. |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |
| <ul style="list-style-type: none"> • All temporary structures to be designed and erected to withstand high winds. All fall protection must be in place before workers can access platforms • Subcontract temporary platform erection to a specialist and they then bear all responsibility of erected temporary platforms • All people working at heights must have a harness. • Install wind meter on site with siren warning for wind speeds above 40km/h. Work at heights will stop until wind subsides | <ul style="list-style-type: none"> • Risk reduction/mitigation • Risk transfer • Risk control • Risk avoidance |

4. Geo- technical risks (conditions of the soil, raise any concerns that may hinder the project progress)

| | |
|--|---|
| What is the risk? | Soil conditions |
| Hazard Identification? | Sandy soil conditions and soggy when wet |
| Who will be injured & mechanism of injury? | Infrastructure damage, damage to earthmoving equipment and personnel injury will vary from dislocation, broken bones to death |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |
| This is specialized work that requires competent human resources that are adequately skilled in working with locating unknown services and dealing with them when located. Heavy and dangerous machinery in loose sandy soil conditions when also require skill set. | Risk control |

5. Environmental risks (This is the actual or potential threat of adverse effects on living organisms and environment by effluents, emissions, wastes, resource depletion, etc involved in the construction phase)

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| What is the risk? | Soil contamination |
| Hazard Identification? | Risk of pollution to ground and river by its contaminants |
| Who will be injured & mechanism of injury? | Environment and this invariably falls over to communities, which then in affect the members of the public |
| Preventative action recommended | |
| Description | Category: Reduction/transfe r/control/avoidan ce |
| <p>Maintenance and service areas should be demarcated during site establishment and all maintenance and service activities contained so as to avoid any contamination of soil and / or water. All vehicles, equipment, fuel and petroleum services and tanks should be maintained in a good condition that prevents leakage and possible contamination of soil or water supplies. Refuelling areas should be bunded and lined to prevent spilled fuels and oils from contaminating the ground or water. It is suggested that as a minimum, sandbags should be placed surrounding the bulk fuel supply tank. The floor of the area is to be lined with plastic and a layer of sand of approximately 50mm is placed on top of the plastic. Automatic shut-off nozzles are recommended on all dispensing units.</p> <p>The park and service area should be treated with a suitable hydrocarbon absorption or remediation product. Absorbent spill mop-up products should to be on hand. All servicing should be done with a drip tray present to prevent accidental spillage of oils and fuels. A suitable leak proof container for the storage of oiled equipment (filters, drip tray contents and oil changes, etc.) should be established. All spills to be immediately contained, reported to the Project Manager, and dealt with.</p> | Risk control/ reduction |

| | |
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| What is the risk? | Snakes |
| Hazard Identification? | Being bitten by snakes |
| Who will be injured & mechanism of injury? | Personnel working on site |
| Preventative action recommended | |
| Description | Category: Reduction/transfe r/control/avoidan ce |
| As the work entails working in dense brush and biomass areas, the risk of disturbing a snake is very high. Make sure that all personell are made | Risk reduction/control/ |

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| <p>aware of the increased risk of the presence of snakes.</p> <p>Wear proper protective clothing to protect against snake bites. An increased awareness and alertness is the best protection, the snake will not be looking for you, so watch for it. If a snake is seen or reported on site, note the area of the snake and work in this area stops until the hazard is removed. DO NOT approach, attack or otherwise provoke the snake as 95% of those bitten have done this. REMEMBER - IF PROVOKED IT WILL STRIKE.</p> <p>If bitten, the following procedures should apply:</p> <ol style="list-style-type: none"> 1.Immediately apply a broad firm bandage around the limb and on the bitten area. It should be as tight as one would bind a sprained ankle. As much of the limb should be bandaged as possible. Bind from below upwards. Crepe bandages are ideal, but any flexible material can be used, eg tear up clothing or old towels into strips. Panty hose is satisfactory. 2.Keep the limb and the victim as still as possible. Splint the limb. 3.Bring transport to the victim if possible. 4.Leave the bandage and splint on until medical care is reached. <p>Don't cut or excise the bitten area.</p> <p>Don't apply an arterial tourniquet.</p> <p>Don't wash the bitten area. The snake involved may be identified by the detection of venom on the skin.</p> | avoidance |
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|---|---|
| What is the risk? | Bees |
| Hazard Identification? | Being stung by bees |
| Who will be injured & mechanism of injury? | Personnel working on site |
| Preventative action recommended | |
| Description | Category: Reduction/transfe r/control/avoidan ce |
| Upon finding a bee hive/nest, do not try to get rid of the nest or hive yourself. Each type of insect or situation will likely need different removal methods. It is best to call pest control professionals for this service. Upon being stung, most people experience local effects like pain, | Risk avoidance/control/r eduction/transfer |

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| <p>swelling, itching, and redness around the sting site. In rare cases, a severe allergic reaction can occur. This situation is serious and can cause "anaphylaxis" or anaphylactic shock. Symptoms of anaphylaxis can appear immediately (within minutes) or up to 30 minutes later. Symptoms to watch for include:</p> <ul style="list-style-type: none"> • hives, itching and swelling in areas other than the sting site, • swollen eyes and eyelids, • wheezing, • tightness in the chest and difficulty breathing, • hoarse voice or swelling of the tongue, • dizziness or sharp drop in blood pressure, • shock, • unconsciousness or cardiac arrest. <p>Although most deaths result from severe allergic reactions, some are caused by direct toxicity of the insect venom. Of those who die from a severe allergic reaction to a sting, half die within 30 minutes, and three-quarters within 45 minutes. If you see any signs of reaction, or even if you are not sure, call or have a co-worker call emergency medical services right away. Also, get medical help if the sting is near the eyes, nose or throat. People who have been stung multiple times (such as when fleeing from a swarm or nest) can sometimes suffer serious health effects. While rare, death may occur.</p> <p>Employers should be notified if a worker, especially one who works outdoors, has allergies to insect stings. Co-workers should be trained in emergency first aid, be aware of the signs of a severe reaction, and know how to use the bee sting kit (self-injectable epinephrine). Always carry a cellular phone in case you need emergency medical help.</p> <p>The best way to prevent stings is to avoid the insects. Leave the area, if possible. If there is a travelling swarm, they will likely leave within a few days.</p> <p>Note that insect repellent ("bug spray") does not affect these stinging insects. Avoidance and awareness are the keys to not being stung.</p> <p>Before working at a site:</p> <ul style="list-style-type: none"> • Take a look around. Check to see if there are any visible signs of activity or a hive or nest. If you see a number of insects flying around, check to see if they are entering/exiting from the same hole or place. If so, it is likely a nest or a source of food. • Wear long sleeve shirts, and long pants. If you cannot avoid working near bees or wasps, wear a bee-keepers style hat with netting to cover your head, neck and shoulders. Tape your pant legs to your boots/socks, and your sleeves to your gloves. You may also wish to wear an extra | |
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| <p>DO NOT</p> | <p>layer of clothing since wasp stings are long enough to reach through one layer of clothing.</p> <ul style="list-style-type: none"> Power tools such as lawnmowers, weed eaters and chainsaws will aggravate the insects. When using these tools, be aware that the tools may provoke the insects or in some cases, cause the insects to swarm. <p>If you find you are working near stinging insects, here are some tips.</p> <ul style="list-style-type: none"> Most bees and wasps will not sting unless they are startled or attacked. Do not swat at them or make fast movements. The best option is to let the insects fly away on their own. If you must, walk away slowly, or gently "blow" them away. The only exception is if you have disturbed a nest and hear "wild" buzzing. Protect your face with you hands and run from the area immediately. Wear light coloured clothes such as khakis, beige, or blue. Avoid brightly coloured, patterned, or black clothing. Tie back long hair to avoid bees or wasps from getting entangled in your hair. Be careful when shaking out clothing or towels as the insects could be inside the folds. If you find a bee or wasp in your car, take a thick cloth and cover the insect before it gets frightened. Carefully, let the insect back outside through an open window. | |
| | <ul style="list-style-type: none"> Do not wear perfumes, colognes, scented soaps, or powders as they contain fragrances that are attractive. Do not go barefoot or wear sandals, especially in areas where there is clover or other flowering plants that attract bees. | |

6. Risk assessments based on scope of work (Is this a high rise building in a built up area? Is it working in a flood plain and/or river with eroded soil conditions?)

| | |
|-------------------------------|---|
| What is the risk? | Structural stability |
| Hazard Identification? | Unstable working platforms could cause risk of collapse on trenches. Risk of excavations collapsing and burying or injuring people working in them; material falling from the sides into any excavation; and people or plant falling into |

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| | excavations |
| Who will be injured & mechanism of injury? | Risk that people be killed or seriously injured by collapses and falling materials while working in excavations |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |
| <p><u>COLLAPSE OF EXCAVATIONS</u></p> <p>Temporary support – Before digging any trench pit, tunnel, or other excavations, decide what temporary support will be required and plan the precautions to be taken. Make sure the equipment and precautions needed (trench sheets, props, baulks etc) are available on site before work starts.</p> <p>Battering the excavation sides – Battering the excavation sides to a safe angle of repose may also make the excavation safer.</p> <p>In granular soils, the angle of slope should be less than the natural angle of repose of the material being excavated. In wet ground a considerably flatter slope will be required</p> <p><u>FALLING OR DISLODGING MATERIAL</u></p> <p>Loose materials – may fall from spoil heaps into the excavation. Edge protection should include toeboards or other means, such as projecting trench sheets or box sides to protect against falling materials. Head protection should be worn.</p> <p>Undermining other structures – Check that excavations do not undermine scaffold footings, buried services or the foundations of nearby buildings or walls. Decide if extra support for the structure is needed before you start. Surveys of the foundations and the advice of a structural engineer may be required.</p> <p>Effect of plant and vehicles – Do not park plant and vehicles close to the sides of excavations. The extra loadings can make the sides of excavations more likely to collapse.</p> <p><u>FALLING INTO EXCAVATIONS</u></p> <p>Prevent people from falling – Edges of excavations should be protected with substantial barriers where people are liable to fall into them.</p> | Risk reduction/avoidance |

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| <p>To achieve this, use:</p> <ul style="list-style-type: none"> Guard rails and toe boards inserted into the ground immediately next to the supported excavation side; or fabricated guard rail assemblies that connect to the sides of the trench box the support system itself, eg using trench box extensions or trench sheets longer than the trench depth. <p><u>INSPECTION</u></p> <p>A competent person who fully understands the dangers and necessary precautions should inspect the excavation at the start of each shift. Excavations should also be inspected after any event that may have affected their strength or stability, or after a fall of rock or earth. A record of the inspections will be required and any faults that are found should be corrected immediately.</p> | |
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|---|--------------------------------------|--|
| Who will be injured & mechanism of injury? | Public will be injured and/or killed | |
| Preventative action recommended | | |
| Description | | Category: Reduction/transfer/control/avoidance |
| Construction work should be fenced off and suitably signed. This will protect people (especially children) from site dangers and the site from vandalism and theft. Site access should be monitored and controlled and all access routes should be clearly demarcated. A constant regard must be taken to safety and dangerous areas and should be adequately cordoned off to prevent accidental injury. Temporary fencing/hoarding with appropriate warning signs must be in place. Make sure there is a system to ensure necessary precautions are kept in place during working hours and that night-time and weekend protection is put in place as required before the site closes | | |

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|--------------------------|--------------------|
| What is the risk? | Working at heights |
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| Hazard Identification? | Risks of falling material, tools & personnel |
| Who will be injured & mechanism of injury? | People/Infrastructure being struck by falling material & tools causing injury or even death. The same for personnel falling from heights. |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |
| <p>Avoid working at heights where you can. Use work equipment to prevent falls where work at height cannot be avoided. Where the risk of a fall cannot be eliminated, use work equipment to minimise the distance and consequences of a fall should one occur. Always consider measures that protect all those at risk, ie</p> <ul style="list-style-type: none"> ■ collective protection measures (scaffolds, nets, soft landing systems) before measures that only protect the individual, ie personal protection measures (a harness). <p>Ensure work is carried out only when weather conditions do not jeopardise the health and safety of the workers.</p> <p>Suitable precautions must be taken to prevent falls. General access scaffolds provide a means of working at height while preventing falls and should be provided whenever practicable. Scaffolds should be designed, erected, altered and dismantled only by competent people and the work should always be carried out under the direction of a competent supervisor.</p> <p>Ensure the scaffold is based on a firm, level foundation. The ground or foundation should be capable of supporting the weight of the scaffold and any loads likely to be placed on it. Ensure it is braced and tied into a permanent structure or otherwise stabilised.</p> | Risk reduction/avoidance/control |

7. Equipment Risks

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|---|---|
| What is the risk? | Heavy Mechanized equipment |
| Hazard Identification? | Close proximity to labour force on ground working together in combined operations gives risk of collision |
| Who will be injured & mechanism of injury? | Infrastructure damage, damage to plant equipment/constructed items and personnel injury will vary from dislocation, broken bones to death |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |

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| <p>This is specialized work that requires competent human resources that are adequately skilled in working with heavy and dangerous equipment. Guidelines and practical advice to all work operations to ensure effective and proper management of working with mechanical plant must be in place. Toolbox talks MUST make all personnel aware of the dangers. Equipment must be checked for proper working controls such as reverse warning sirens, etc.</p> <p>Make sure equipment is in good working order each and every day and before every single operation. All workers should wear bright protective clothing and signs that are highly visible.</p> | Risk Control |
|---|--------------|

8. Material Risks.

| | |
|---|---|
| What is the risk? | Storage of materials |
| Hazard Identification? | Tripping/ Flammable materials igniting |
| Who will be injured & mechanism of injury? | Material/Infrastructure & personell |
| Preventative action recommended | |
| Description | Category: Reduction/transfe r/control/avoidan ce |
| <p>Designate storage areas for plant, materials, waste, flammable substances (eg foam plastics, flammable liquids and gases such as propane) and hazardous substances (eg pesticides and timber treatment chemicals). Flammable materials will usually need to be stored away from other materials and protected from accidental ignition. Do not store materials where they obstruct access routes or where they could interfere with emergency escape, eg do not store flammable materials under staircases or near to doors or fire exits.</p> <p>If materials are stored at height (eg on top of a container or on a scaffold gantry), make sure necessary guard rails are in place if people could fall when stacking or collecting materials or equipment. Keep all storage areas tidy, whether in the main compound or on the site itself.</p> <p>Try to plan deliveries to keep the amount of materials on site to a minimum. Waste materials also need storing safely before their removal from the site and make sure that you allow sufficient space for waste skips and bins.</p> | Risk Control |

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| What is the risk? | Flammable material |
| Hazard Identification? | Dangerous to work with and store for prevention of fires |

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| Who will be injured & mechanism of injury? | Infrastructure damage and injury or death to all persons | |
| Preventative action recommended | | |
| Description | | Category: Reduction/transfe r/control/avoidan ce |
| <p>Fuels and flammable materials should be stored in suitably equipped storage areas demarcated within the Contractor's camp. These areas must comply with general fire safety requirements. No fuel may be stored within drainage lines or areas. Impervious lining materials should be used in these storage areas to prevent contamination of the ground in the event of spillages or leaks, and automatic shut-off nozzles should be used on all dispensing units. Quantities of fuels and flammable/hazardous materials stored on site should be appropriate to the requirement for these substances on site.</p> <p>Fuels and oils should be safely located out of harm's way from the elements. No fuel / oil containers may be left unattended within drainage areas. All open containers containing used oil, etc., should be kept under roof or have adequate water tight lids. All spills to be immediately contained, reported to the Project Manager and dealt with.</p> <p>Adequate fire fighting equipment should be available on site, in good working order, and according to the fire hazard present during construction activities of at least one type ABC all-purpose 12.5kg extinguisher and a water cart with a minimum capacity of 1000 litres for the duration of the contract. Any welding, gas cutting or cutting of metal should only be permitted inside the demarcated working areas for this purpose and these areas should be approved by the Project Manager.</p> | | Risk control |

| | | |
|--|---|---|
| What is the risk? | Fire | |
| Hazard Identification? | Flammable materials are always evident on construction site and danger of fire is always constant | |
| Who will be injured & mechanism of injury? | Material/Infrastructure & personnel | |
| Preventative action recommended | | |
| Description | | Category: Reduction/transfe r/control/avoidan |

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| <p>Fire can be a particular hazard in refurbishment/new work when there is a lot of dry timber and at the later stages of building jobs where flammable materials such as adhesives, insulating materials and soft furnishings are present.</p> <p>Many fires can be avoided by careful planning and control of work activities.</p> <p>Good housekeeping and site tidiness are important not only to prevent fire, but also to ensure that emergency routes do not become obstructed. Making site rules can help.</p> | <p>Risk reduction/transfer/control/avoidance</p> |

9. Ergonomic Risks (Ergonomic hazards refer to workplace conditions that pose the risk of injury to the musculoskeletal system of the worker).

| | |
|--|---|
| What is the risk? | Health |
| Hazard Identification? | On-site injuries due to physical construction work taking place |
| Who will be injured & mechanism of injury? | Personnel suffering ill-health |
| Preventative action recommended | |
| Description | Category: Reduction/transfer/control/avoidance |
| <p>Construction workers are likely to suffer ill health as a result of their work in the industry after exposure to both harsh working conditions and hazardous substances.</p> <p>Assess both immediate risks, eg being overcome by fumes in a confined space, and longer-term health risks. Materials like cement can cause dermatitis. Sensitizing agents like isocyanates can make people using them have sudden reactions, even though they may have used the substance many times before.</p> <p>If harm from the substance is possible, the first step to take is to try and avoid it completely by not using it at all. try and control exposure. Some of the ways this could be done include: Keep containers closed except when transferring; using cutting and grinding tools and blasting equipment fitted with exhaust ventilation or water suppression to control dust; ensuring good ventilation in the working area by opening doors, windows and skylights.</p> <p>The need to provide personal protective equipment (PPE) is also a must and will contribute in minimizing exposure risks. Respirators can protect against dusts, vapours and gases. Ear plugs for noise, etc. Where</p> | <p>Risk reduction/transfer/control/avoidance</p> |

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| <p>protective clothing is provided (such as overalls and gloves), it must be of the right type to protect the wearer against the particular hazard they are going to encounter. All manufacturers offer advice on the most suitable gloves for specific types of hazard. When using gloves to help prevent dermatitis, users must avoid getting contaminants inside the gloves when putting them on and taking them off. It is also essential to provide washing facilities, with a supply of hot and cold (or warm) running water, soap and a means of drying the hands, to help prevent dermatitis.</p> <p>First aid can save lives, reduce pain and help an injured person make a quicker recovery. Provide adequate and appropriate equipment, facilities and personnel to enable first aid to be given to your employees if they are injured or become ill at work. The minimum provision for all sites is:</p> <ul style="list-style-type: none"> • a first aid box with enough equipment to cope with the number of workers on site; • an appointed person to take charge of first-aid arrangements; • information telling workers the name of the appointed person or first aider and where to find them. | |
|--|--|

10. Controls specific to client requirements (two day induction, pink overalls, entrance to existing premises, etc).

No work after 17h00 and only on weekdays

11. Personal Protective Equipment (PPE) and Clothing

The principal contractor and other contractors shall ensure that all workers are issued with protective clothing free of charge and make use of the equipment and protection provided such as to wear hard hats, protective footwear, overalls, etc. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to follow when PPE or Clothing is:

- ☐ Lost or stolen;
- ☐ Worn out or damaged

The above procedure applies to Contractors and their Sub-contractors, as they are all employers in their own right, as per section 37 (2) of the Act.

(The general PPE requirements are attached under Annexure A to this document as well as an additional list of PPE for biomass removal is also attached as Addendum B to this specification).

12. Occupational Health and Safety signage

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The Contractor shall provide and maintain adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'beware of overhead work', 'hard hats, overalls, safety boots, respirators, etc'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations

13. Fences and access

Construction sites in built-up areas or adjacent to public roads must be suitable and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.

14. Admittance to site

A notice must be posted up at every entrance to a building site prohibiting the entry of unauthorised persons to such workplace and no person shall enter such a site without the permission of the employer or user as the case may be. In no circumstances may the wording "Enter at Own Risk" be used

15. Speed Restrictions, construction vehicles and Protection

The Principal Contractor shall ensure that all persons in its employment, all Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s) and route identification for construction vehicles only. Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

16. Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS is carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

The below acts are relevant regarding the transporting, storage and application of these agricultural chemicals:-

- Fertilizers, farm feeds, agricultural remedies and stock remedies act, 1947 (Act no. 36 of 1947)
- Hazardous Substances Amendment Act, No. 53 of 1992

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- The South African National Pesticide registration authority registrar: Act no. 36 of 1947

17. Public and Site Visitor Health and Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.

The Principal Contractor has a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

18. Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction.

Contractor must identify site-specific health risks for construction. e.g. cement dust, wet cement, wood-dust, noise, etc.

19. Welfare Facilities

The Principal Contractor must supply the following clean, hygienic and maintained facilities:

- Shower facilities, after consultation with employees or employee representative (1 shower for every 15 persons).

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- Sufficient toilets (1 toilet per 30 workers) and hand washing facilities. Separate toilets needed for both males and females. Toilet paper must be provided.
- Changing facilities for each sex
- Sheltered eating areas
- Waste bins must be strategically placed and emptied regularly.

Workers who are far removed from their homes, reasonable and suitable living accommodation for the workers must be provided and adequate transportation between sites and homes where suitable living accommodation is not available.

20. Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol

or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

21. Other compliance requirements

Notwithstanding the Occupational Health & Safety Act, the contractor must also confirm to the following acts:

- Basic conditions of employment act 75 of 1997
- National Road Traffic Act 93 of 1996
- National Environmental Management: Biodiversity Act, no 10 of 2004
- National Veld and Forest Fire Act, no 101 of 1998.
- Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Amendment act

22. Management control measures and review

23. Risk assessment of the site must be reviewed at least every 30 days. Based on the effectiveness of the existing measures, the safety plan must be adjusted to meet the new or existing identified deficiencies.

24. Electrical Safety

All persons who carry out or arrange for work of any description for Casidra in connection with **electrical apparatus** shall make themselves acquainted with the Occupational Health

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and Safety Act (Act 85 1993) with particular reference to the Electrical Machinery Regulations, Regulations 1 to 23 inclusive.

The works performed under this contract shall comply in every respect with the latest relevant rules and regulations including following:

- Occupational Safety and Health Act (OSH Act)
- The South African Bureau of Standards Code of Practice SANS 10142
- Normal requirements laid down by Eskom.
- The latest requirements of the IEC and the British Standard Institute, where no SANS codes of practice exist.
- All rules and regulations issued by local and other authorities having jurisdiction over the contract.

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

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

NOTE:

The Electrical Installation Regulations clause 6 (2) require electrical contractors to register annually.

“(2) Any person who does electrical installation work as an electrical contractor shall register annually in the form of Annexure 3 with the chief inspector or a person appointed by the chief inspector “

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In terms of the OHS Act Electrical Installation Regulations, a Certificate of Compliance (CoC) must be issued by a registered person, defined as “a person registered as an electrical tester for single phase, an installation electrician, or a master installation electrician”. Registered persons may be the owners or employees of electrical contractors. They must be currently registered with the Department of Labour (DoL), and registrations must be renewed annually, bi-annually or every three years depending on the application. No company may do electrical contracting work unless they have a permanently employed registered person as part of the company.

Department of Labour stating the certification as either ‘single phase tester’, “installation electrician” or “master installation electrician” with a unique licence number

Safety equipment

The following equipment required for working on electrical installations and distribution systems, must be maintained in good order and repair and must be made available:-

Safety belt, overalls, hard hat, safety shoes or boots, rubber gloves, "Men Working" notice boards, locks for locking off switches, buss bar shutters in truck-type switchgear, isolators or earthing links, rubber sheet and length of rope with short circuiting earthing-chains, earthing sticks and testing/phasing sticks rated for the voltage of the equipment to be tested.

Under no circumstances shall work be carried out on electrical apparatus unless the proper safety equipment is used

With regard to overhead linesmen, no work shall be carried out unless use is made of a non-metallic ladder and the appropriate safety belt, rubber gloves, overalls, hardhat and safety shoes or boots are worn. The buddy system must also be implemented.

Earthing

Always safety test before applying earths

Risk assessment of the site must be reviewed at least every 30 days. Based on the effectiveness of the existing measures, the safety plan must be adjusted to meet the new or existing.

At completion of the electrical installation work in the tender, a test as required must be performed to ensure safe operation of the equipment and a signed original CoC be supplied to the client.

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ADDENDUM A – GENERAL MINIMUM PPE REQUIREMENTS

| Subject | Requirement |
|--------------------------|--|
| *PPE needs analysis | Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4) |
| *Head Protection | All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed) |
| *Foot Protection | All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed |
| *Eye and Face Protection | <u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks) * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc. |
| *Hearing Protection | <u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers |
| *Hand Protection | <u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc. |
| *Respiratory Protection | Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc. |

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| *Fall Prevention Equipment | <p>Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.:</p> <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. <p>Other methods of fall prevention applied e.g. catch nets</p> |
| *Protective Clothing | All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn. |
| *PPE Issue & Control | <p>Identified Equipment issued free of charge.</p> <p>All PPE maintained in good condition. (Regular checks).</p> <p>Workers instructed in the proper use & maintenance of PPE.</p> <p>Commitment obtained from wearer accepting conditions and to wear the PPE.</p> <p>Record of PPE issued kept on H&S File.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p> |

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