



**SALDANHA** BAAI  
BAY  
MUNISIPALITEIT | MUNICIPALITY | uMASIPALA

# **TENDER DOCUMENT**

## **ENVELOPE 1 (TECHNICAL AND FUNCTIONALITY PROPOSAL)**

**PROPOSAL NO: SBM 09/22/23:  
APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95  
MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY  
MUNICIPAL AREA WITHIN A PERIOD 2 YEARS.**

**CLOSING DATE: 25 November 2022**

**CLOSING TIME: 12h00**

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12  
VREDENBURG  
7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT

Finance Department  
Buller/Investment Centre  
15 Main Road  
VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

BIDDER	
NAME OF BIDDER	.....
ADDRESS	..... ..... .....
TEL NO	..... .....

All bids must be submitted on the official bid documents issued by Saldanha Bay Municipality (SBM) for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages). Supporting documents for example financial statements must be submitted as a separate annexure referencing to the bidding document.

The Municipality reserves the right to obtain clarification in writing from tenderers if necessary.

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

**Department:** Supply Chain Management

**Contact Person:** Mr. Viandro van Wyk

**Tel:** 022 701 7168

**e-mail:** [viandro.vanwyk@sbm.gov.za](mailto:viandro.vanwyk@sbm.gov.za)

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

**Municipality :**

**Contact Persons:**    Neliswa Qolo                    **e-mail:** [neliswa.qolo@sbm.gov.za](mailto:neliswa.qolo@sbm.gov.za)  
                                 Ryan Groenewald                    **e-mail:** [ryan.groenewald@sbm.gov.za](mailto:ryan.groenewald@sbm.gov.za)

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

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**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>PART A</b>
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- 1. Tender Notice and Invitation to Tender**
- 2. Tender Conditions and Information**
- 3. General Conditions of Contract for Proposal**
- 4. Special Conditions of Contract**

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

#### 1. TENDER NOTICE AND INVITATION TO TENDER

##### MUNISIPALITEIT SALDANHABAAI

TENDER: SBM 09/22/23

**BESKRYWING: AANSTELLING VAN 'N ONTWIKKELAAR VIR DIE ONTWIKKELING VAN 95 MIDDEL INKOMSTE BEHUISINGS GELEENTHEDE IN DIE SALDANHABAAI MUNISIPALE AREA.**

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste [www.etenders.gov.za](http://www.etenders.gov.za) of kan alternatiewelik opgetel word by Mnr. Christo de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 24 Oktober 2022**.

**Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.**

Navrae kan gerig word aan: Mej. Neliswa Qolo.

E-pos: [neliswa.qolo@sbm.gov.za](mailto:neliswa.qolo@sbm.gov.za)

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Grond Vloer, Hoofstraat 15, Vredenburg, geplaas word voor **12:00 op Vrydag, 25 November 2022** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bogenoemde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind by die Munisipale Raadsaal, Hoofstraat 12, Vredenburg op **Woensdag, 02 November 2022** stiptelik om **10H00. Geen grasie periode sal toegelaat word nie.**

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie. Die **80/20** voorkeur puntstelsel soos vervat in die Voorkeur Verkrygingsregulasies Nr. R32 van 20 Januarie 2017 (B-BBEE) sal nie in die beoordeling van hierdie tender gebruik word nie.

Funksionaliteit sal gebruik word as maatstaf om in aanmerking te kom vir die tender. Dit hou verband met die tenderaar se vermoë om n gehalte diens aan die munisipaliteit te verskaf. Tenderaars wat nie voldoen aan die funksionaliteit kriteria (minimum punte), sal dus nie oorweeg word vir verdere evaluering nie.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

##### **SALDANHA BAY MUNICIPALITY**

**TENDER: SBM 09/22/23**

**DESCRIPTION: APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA.**

Tender documents can be downloaded from the e-Tender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected from Mr. Christo de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 24 October 2022**.

**If tenders are collected, a non-refundable tender deposit of R172.50 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.**

Enquiries can be directed to Ms. Neliswa Qolo.

Email: [neliswa.qolo@sbm.gov.za](mailto:neliswa.qolo@sbm.gov.za)

Tenders must be placed in the tender box of the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on Friday, 25 November 2022** in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

A compulsory briefing session will be held at the Municipal Council Chambers, 12 Main Road, Vredenburg on **Wednesday, 02 November 2022** promptly at **10H00. No grace period will be allowed.**

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted. The 80/20 preference point system as contained in the Preferential Procurement Regulations No. R32 of 20 January 2017 (B-BBEE) will not be used in the adjudication of this tender.

Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the municipality. Bidders that does not meet the functionality criteria (minimum score) will therefore not be considered for further evaluation.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler  
**MUNICIPAL MANAGER**  
Saldanha Bay Municipality  
Private Bag X 12  
VREDENBURG  
7380



## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>2. TENDER CONDITIONS AND INFORMATION</b>
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#### **1.2.1 General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

#### **1.2.2 Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

#### **1.2.3 Validity Period**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

#### **1.2.4 Cost of Tender Documents**

Tender documents can be downloaded from the eTender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

#### **1.2.5 Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

### 1.2.6 Completion of Tender Documents

- (a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.
- (b) Tender documents may not be retyped.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- (f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

### 1.2.7 Compulsory Documentation

#### 1.2.7.1 Income Tax Clearance Certificate

- (a) A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

#### 1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

#### 1.2.7.3 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

### 1.2.8 Authorized Signatory

(a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

### 1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

### 1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

### 1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

### 1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box at the Ground Floor in the Buller / Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on the specified closing date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

### 1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

### 1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.

If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality. Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

#### **1.2.15 Opening, Recording and Publications of Tenders Received**

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

#### **1.2.16 Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

#### **1.2.17 Supply Chain Management Policy and Regulations**

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 as well as the Municipality's Supply Chain Management Policy.

#### **1.2.18 Contract**

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

#### **1.2.19 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

#### **1.2.20 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

### 1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

### 1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Viandro van Wyk, Tel: 022 701 7168 or e-mail [viandro.vanwyk@sbm.gov.za](mailto:viandro.vanwyk@sbm.gov.za) Enquiries regarding the specifications may be addressed to Ms. N. Qolo, Tel: 022 701 6983 or email at [neliswa.qolo@sbm.gov.za](mailto:neliswa.qolo@sbm.gov.za).

### 1.2.23 Submission of Invoices:

**The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.**

**In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:**

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

**Failure to comply with abovementioned will result in payments not been made timeously.**

**Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers**

**I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company**

\_\_\_\_\_  
**PRINT NAME**

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

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

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

#### **3. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT**

##### **General Conditions of Contract**

##### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

### **4. Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

### **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:



- (a) A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 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 bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 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 purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 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 supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed 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 supplier 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 suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
  - (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) In the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier 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 supplier 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 purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 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 in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) The name and address of the supplier and / or person restricted by the purchaser;
  - (ii) The date of commencement of the restriction;
  - (iii) The period of restriction; and
  - (iv) The reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.
- The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

## **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.  
No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein;

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

## **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order.  
Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



### **33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>4. SPECIAL CONDITIONS OF CONTRACT</b>
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#### **1. PERFORMANCE SECURITY**

The Developer/Contractor shall deliver to the Employer within such time as may be stated in the Contract a Performance Guarantee of an Insurance Intermediary, who are members of the Financial Intermediaries Association (F.I.A) and who comply with the Financial Advisory and Intermediary Services (F.A.I.S) Act or Bank that complies with the Financial Advisory and Intermediary Services Act, 2002 and is Registered at the Financial Sector Conduct Authority. The guarantee must be FIA approved as security.

The Performance Guarantee will contain the wording of the Client's document (available upon request).

The Performance Guarantee shall be five percent (5%) of the Tender Price.

**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
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<p><b>PART B : RETURNABLE DOCUMENTS</b></p>
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- 1. List of Returnable Documents**
- 2. Returnable Schedules**

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

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

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

#### **RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)**

Schedule : A	Compulsory Enterprise Questionnaire
Schedule : B	Authority of Signatory
Schedule : C	Certificate of Authority for Joint Ventures
Schedule : D	Joint Venture Agreement, if applicable
Schedule : E	Documents of Incorporation
Schedule : F	Tax Clearance Certificate Requirements (MBD 2)
Schedule : G	Declaration of Interest (MBD 4)
Schedule : H	Declaration for Procurement above R10 Million (All Applicable Taxes included) (MBD 5)
Schedule : J	Declaration of Bidder's Past Supply Chain Management Practices (MBD 8)
Schedule : K	Certificate of Independent Bid Determination (MBD 9)
Schedule : L	Declaration Concerning Fulfillment of the Construction Regulation, 2014
Schedule : M	Functionality Evaluation
Schedule : N	Schedule of Work Experience of Developer
Schedule : O	Details of Key Personnel Experience
Schedule : P	Payments of Municipal Accounts
Schedule : Q	Proof of Registration with the Central Suppliers Data Base
Schedule : R	Proposed Amendments and Qualifications
Schedule : S	Record of Addenda to Tender Documents

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<p><b>2. RETURNABLE DOCUMENTS</b></p>
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## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

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#### SCHEDULE A : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

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

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

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

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

Name*	Identity number*	Personal income tax number*

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

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

Company registration number .....

Close corporation number .....

Tax reference number .....

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

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

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

**If any of the above boxes are marked, disclose the following:** (insert separate page if necessary)

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

\* Insert separate page if necessary

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

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

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

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Enterprise name \_\_\_\_\_

\* The schedule should be used where tenders are subject to the local Government: Municipal Finance Management Act

## SALDANHA BAY MUNICIPALITY

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#### SCHEDULE B : AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

#### A. Certificate for Company

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

#### As witnesses:

Signature : Sole owner

1. .... : .....  
Date  
2. .... : .....

**Tenderers must attach a copy of the Resolution of the Board - refer to relevant Schedule.**

#### B. Certificate for Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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



**C. Certificate for Joint Venture**

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

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

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

**D. Certificate for Sole Proprietor**

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

**As witnesses:**

Signature : Sole owner

1. \_\_\_\_\_ : \_\_\_\_\_  
Date  
2. \_\_\_\_\_ : \_\_\_\_\_

**E. Certificate for Close Corporation**

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

NAME	ADDRESS	SIGNATURE	DATE

**NOTE:** This certificate is to be completed and signed by all of the key-members upon who rests the direction of the affairs of the cc as a whole.

## SALDANHA BAY MUNICIPALITY

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#### SCHEDULE C : CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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

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

**SALDANHA BAY MUNICIPALITY**

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<p><b>SCHEDULE D : JOINT VENTURE AGREEMENT, IF APPLICABLE</b></p>
---

The bidder must attach to this page a joint venture agreement, if applicable.

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<p><b>SCHEDULE E : DOCUMENTS OF INCORPORATION</b></p>
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The bidder must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In the case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

<b>SCHEDULE F : TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD2)</b>
---

**MBD 2**

#### **TAX CLEARANCE CERTIFICATE REQUIREMENTS**

Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayers profile and tax status.

Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website [www.sars.gov.za](http://www.sars.gov.za).

Bidders may also submit a printed TCS certificate together with the bid (valid and original). In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and Original Valid Tax Clearance Certificate.

Failure to submit proof of good standing with SARS (Tax Clearance Certificate) will result in the invalidation of the tender/bid. **Certified copies of the Tax clearance Certificate will not be acceptable.**

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

#### SCHEDULE G : DECLARATION OF INTEREST (MBD 4)

MBD 4

#### DECLARATION OF INTEREST

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

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

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

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

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If so, furnish particulars.

.....  
.....

3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

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

3.11.1 If so, furnish particulars

.....  
.....

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

3.12.1 If so, furnish particulars.

.....  
.....

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

3.13.1 If so, furnish particulars.

.....  
.....

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

3.14.1 If so, furnish particulars.

.....  
.....

4. Full details of directors / trustees / members / shareholders. (Please attach)

Full Name	Identity Number	Personal Income Tax Nr	State Employee Number

.....

**Signature**

.....

**Date**

.....

**Capacity**

.....

**Name of Bidder**



## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

<b>SCHEDULE H : DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)</b>
---

MBD 5

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

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

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

.....

.....

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

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

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

3.1 If yes, furnish particulars

.....  
.....

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

4.1 If yes, furnish particulars

.....  
.....

## CERTIFICATION

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

<b>SCHEDULE J : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)</b>
--

MBD 8

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

Item	Question	Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>SCHEDULE K : CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)</b>
--

**MBD 9**

#### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

#### SCHEDULE L : DECLARATION CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(4) of the Construction Regulations, 2014 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a Developer to perform construction work unless the Developer can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations.

(Tick)

YES	
NO	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	
.....	
.....	
.....	
.....	
.....	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....



4. Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

5. List potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period

(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO: .....

**(Name in Print):** .....

2. .... ID NO: .....

**(Name in Print):** .....

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

<b>SCHEDULE M : FUNCTIONALITY EVALUATION</b>
--

The Technical evaluation of the proposal will be scored as follows:

Tenderers are also referred to returnable **Schedule N** and **Schedule O** that must be completed as this will be used for the functionality evaluation.

	Possible points:	Points claimed:
Professional team	25	
Experience	25	
Design	25	
Financial	25	
<b>Total</b>	<b>100</b>	

The scoring of Professional Team will be done as follows:

**Copies of qualifications and professional registration certificates for each member of the professional team must be submitted (refer to returnable Schedule O).**

Professional	Registration / Qualification	Less than 10 years relevant experience post registration / qualification	More than 10 years relevant experience post registration / qualification	Points claimed:
Architect	Professional architect registered with SACAP	2	4	
Quantity Surveyor	Professional quantity surveyor registered with SACQSP	1	2	
Town Planner	Professional planner registered with SACPLAN	1	2	
Land Surveyor	Urban designer registered Urban Design institute of South Africa	0	1	
Civil Engineer	Professional engineer registered with ECSA, with min 5 years proven civil engineering experience	2	3	
Structural Engineer	Professional engineer registered with ECSA, with min 5 years proven civil engineering experience	2	3	
Electrical Engineer	Professional engineer registered with ECSA, with min 5 years proven civil engineering experience	2	3	
Sales and Beneficiary Administrator	National diploma in Marketing with relevant Property sales and administration experience	0	1	
Conveyancer	LLB degree, or appropriate legal qualification, plus three years' experience and registered	1	2	
Contractor	Engineering Degree/Diploma	1	4	
<b>Sub Total</b>			<b>25</b>	

The scoring of Experience with Similar Projects will be done as follows:

**Completion certificates for previously completed similar projects must be submitted (refer to returnable Schedule N).**

<b>Proven experience in design of:</b>	<b>Number of Units</b>	<b>Possible Score:</b>	<b>Points claimed:</b>
At least two (2) conventional housing developments	≥ 150 / ≥ 200 / ≥ 300	2 / 4 / 6	
Mixed housing technologies	≥ 20 / ≥ 30 / ≥ 50	3 / 6 / 9	
ABT housing technology	≥ 20 / ≥ 30 / ≥ 50	4 / 7 / 10	
<b>Sub Total</b>		<b>25</b>	

The scoring of the Design & Work Programme will be done as follows:

<b>Design &amp; Work Programme</b>	<b>Possible Score:</b>	<b>Points claimed:</b>
Environmental and green energy considerations	15	
Work Programme – Work Programme must include the following: <ul style="list-style-type: none"> <li>• Beneficiary management</li> <li>• Marketing timeline</li> <li>• Financing timeline</li> <li>• Construction timeline</li> <li>• Total project timeline must not exceed 24 months</li> </ul>	10	
<b>TOTAL POINTS</b>	<b>25</b>	

<b>Environmental and green energy considerations</b>	<b>Possible Score:</b>	<b>Points claimed:</b>
Use of renewable energy (in addition to SANS 10400-XA requirements)	6	
Use of LED lighting	3	
Rainwater harvesting	3	
Greywater system	3	

<b>Work Programme</b>	<b>Possible Score:</b>	<b>Points claimed:</b>
Construction of 30% of housing units complete within 6 months	5	
Construction of all housing units complete within 12 months	3	
Construction of all housing units complete within 15 months	2	
Construction of all housing units complete within 24 months	0	

**Works programme to be provided.**

The scoring of Financial well-being will be done as follows:

<b>Financial</b>	<b>Possible Score:</b>	<b>Points claimed:</b>
A letter from a registered South African financial institution guaranteeing finance to the amount of 10% of the tender value.	15	
The Developer must have sufficient creditworthiness with a South African financial institution or have sufficient funds available as bridging capital for the initial phases of the developments and provide a letter from the financial institution to this effect.	5	
Developer has sufficient Professional Indemnity (PI) insurance associated with the proposed housing development i.e. R50+million.	5	
<b>Sub Total</b>	<b>25</b>	

**Letters from institutions to be provided.**

**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

**SCHEDULE N : SCHEDULE OF WORK EXPERIENCE OF DEVELOPER**

<b>Employer (Name and Contact No)</b>	<b>Similar projects (Tenderer to identify the type of work in a short description)</b>	<b>Value of Work (incl. VAT) (R million)</b>	<b>Date completed (Month and Year)</b>

Signed ..... Date .....

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

Tenderer .....

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

#### SCHEDULE O : DETAILS OF KEY PERSONNEL EXPERIENCE

##### THIS SCHEDULE WILL BE USED FOR EVALUATION PURPOSES

The tenderer shall set out in the tables hereafter details of the relevant experience in similar successfully completed projects of the persons identified for each listed position.

**Tenderers that fail to supply the information requested in this schedule with their tender will NOT receive any points for functionality. It is important that tenderers list the relevant projects on these pages with a short description motivating how it is relevant.**

**Note:** One person only to qualify for each of the positions listed below. The key personnel to be used in this regard will be subject to the approval of the Employer prior to the commencement date of the contract. Should any of the persons identified not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position. **Tenderers are to append Curriculum Vitae (CV's) of the persons entered to this schedule. The Tenderer shall also include an organogram of the project team including all sub-contractors.**

ARCHITECT	NAME: .....			
	TERTIARY QUALIFICATION: .....			
	YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION: .....			
Contact and Client	Similar Completed Project Description (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	Position held	Value of work (Incl. VAT) (R million)	Year completed

**\*Note : Proof of Tertiary Qualification to be attached.**



<b>QUANTITY SURVEYOR</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>TOWN PLANNER</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>LAND SURVEYOR</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>CIVIL ENGINEER</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>STRUCTURAL ENGINEER</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>ELECTRICAL ENGINEER</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>SALES AND BENEFICIARY ADMINISTRATOR</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>CONVEYANCER</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

<b>CONTRACTOR</b>	<b>NAME:</b> .....			
	<b>TERTIARY QUALIFICATION:</b> .....			
	<b>YEARS EXPERIENCE AFTER OBTAINING QUALIFICATION:</b> .....			
<b>Contact and Client</b>	<b>Similar Completed Project Description</b> (Tenderer needs to clearly identify the project particulars in order to be evaluated for similar projects)	<b>Position held</b>	<b>Value of work (Incl. VAT) (R million)</b>	<b>Year completed</b>

**\*Note : Proof of Tertiary Qualification to be attached.**

Signed ..... Date

Name ..... Position

Tenderer

**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<p><b>SCHEDULE P : PAYMENTS OF MUNICIPAL ACCOUNTS</b></p>
---

In terms of the Supply Chain Management Policy, tenderers must ensure that they are up-to-date with their payments of municipal accounts.

The bidder must attach to this page, a certified copy of the latest Municipal accounts of the bidder and all Executive Directors. A List with the municipal addresses of all the Executive Directors must also be attached to this page. The Bidder will also be required to include a declaration of address.

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>SCHEDULE Q : PROOF OF REGISTRATION WITH THE CENTRAL SUPPLIERS DATA BASE</b>
--

**National Treasury Web Based Central Supplier Database (CSD) Registration**

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who are not registered on the National Treasury Web Based Central Supplier Database (CSD) must do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

<b>SCHEDULE R : PROPOSED AMENDMENTS AND QUALIFICATIONS</b>
--

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

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

Page	Clause or Item	Proposal

Signed ..... Date .....

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

Tenderer .....



**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

**SCHEDULE S : RECORD OF ADDENDA TO PROPOSAL DOCUMENTS**

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

<b>No.</b>	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>PART C : SPECIFICATIONS</b>
--------------------------------

- 1. Executive Summary**
- 2. Call for Proposals**
- 3. The Site**
- 4. Minimum Bid Requirements**
- 5. Proposal Call Procedure**

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<b>1. EXECUTIVE SUMMARY</b>
-----------------------------

Saldanha Bay Municipality currently has a housing demand of almost 12 000 applicants on the Western Cape Demand Database. The municipality has delivered on a number of opportunities for low-income individuals but has not yet provided for the GAP/Finance Linked Individual Subsidy Programme market and is seeing this as an opportunity to address the need.

In accordance with the housing need, the municipality has identified portions of vacant land in the Saldanha Bay municipal area, for residential purposes, where these properties are in ownership of the municipality.

A Turnkey Developer is to be appointed via a proposal process and as such a Land Availability Agreement and Development Agreement will be entered into between the successful Developer and the Municipality. This agreement will be valid for 2 years within which the contract and all units must be completed and transferred.

Current planning indicates that the below listed vacant erven has been earmarked to be used for further development of GAP/ Finance Linked Individual Subsidy Programme housing opportunities and will render approximately 95 opportunities.

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

## **2. CALL FOR PROPOSALS**

### **2.1 OVERVIEW**

The Council of Saldanha bay Municipality resolved at a meeting on the July 2020, R10/7-20 that the housing backlog and especially the GAP/FLISP market be addressed.

This Bid document serves to implement this decision of Council and the services is required from Professional Service Providers to develop tender documentation for the appointment of a developer on the erven identified in the municipal area.

### **2.2 BUILDING TECHNOLOGIES**

The bidder must include three (3) different building technologies as part his proposal:

- 1) Alternative Building Technology (ABT);
- 2) Mixed Building Technology;
- 3) Conventional Building Technology.

As part of the proposal, the bidder must submit three dimensional (3D virtual models and building plans) of the proposed houses for each of the technologies.

### **2.3 SERVICES TO BE INCLUDED**

The bidder is to allow for and include in the bid all necessary provisions, designs and procedures to deliver a complete and functional building and related services.

The Developer will be responsible for:

- i. Subdivision of erven where required and associated capital costs.
- ii. Planning of layouts.
- iii. Bridge financing.
- iv. Site servicing where required.
- v. Compiling building plan designs for submission and approvals to the Municipality. Certain building plans, in areas where architectural design guidelines are applicable, may be subject to submission to Council's Aesthetics Committee for a recommendation to the administration prior to consideration of the building plan application/s. Marketing the constructed housing units.
- vi. Selection of the beneficiaries qualifying for a FLISP subsidy.
- vii. NHBRC registration and approvals.
- viii. Development of funding schemes and assistance to applicants where required.
- ix. Clearing of sites / erven to create building platform for top structures.

- x. Top structure construction.
- xi. Property transfers will be made directly from Saldanha Bay Municipality to the approved beneficiaries. No Transfers will be made to the Developer, the specifics of which will be defined in the Land Availability Agreement.
- xii. Submission of As-built information to SBM.
- xiii. submission to Town Planning department for approval

The contract is to include for a full design and professional team as set herein after. The professional team will be responsible for the design, drawings, specifications, bill of quantities, rates, supervision, site and other meetings, submission of payment certificates, reports and accounts, during and up to the completion handover and retention period in terms of the contract. Please take note that the statutory fee scales prescribed by 2015 published Government Notices in terms of the RELEVANT Acts should be used in calculating your tendered price for all registered/regulated professional services.

The following disciplines and related services are required:

- i. Architect
- ii. Quantity Surveyor
- iii. Town Planner
- iv. Land Surveyor
- v. Civil Engineer
- vi. Structural Engineer
- vii. Electrical Engineer
- viii. Sales and Beneficiary Administrator
- ix. Conveyancer
- x. Contractor

**Other Services to consider include;**

1	Geotechnical Investigation and report
2	Plans, documents, printing and duplicating
3	Travelling and other expenses
4	Waiver of copy right of design and documentation to SBM
5	Health and safety

**Specialist Installations**

1	Electrical
---	------------

The description of the Works is not necessarily complete and shall not limit the work to be carried out by the Developer under this Contract.

Design to include all municipal requirements in relation to all related site conditions, etc to optimize site and design criteria.

## **2.4 SUBCONTRACTING**

### **2.4.1 Scope of mandatory subcontract works**

As required. (To be concluded with Saldanha Bay Municipality in Development Agreement)

### **2.4.2 Preferred subcontractors/suppliers**

No specialist subcontractors are prescribed, but the Developer will be / might be required to appoint subcontractors for specialist installations in consultation with the Employer. The Developer's main subcontractor must have a CIDB grading equivalent to the estimated works value. The information must be provided to the municipality for approval on appointment of the contractor (amount for appointment to verify CIDB grading and works to verify type of grading i.e. GB).

### **2.4.3 Subcontracting procedures**

Appointment of selected subcontractors will be in accordance with the conditions of the applicable contract i.e. JBCC Series 2000 Principal Building Agreement (July 2015 edition).

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

#### **3. THE SITE**

##### **3.1 LOCATION**

The sites / erven are located within the Saldanha Bay Municipal area as follows:

- Langebaan - 15 erven;
- Hopefield - 6 erven;
- Saldanha - 11 erven;
- Vredenburg - 23 erven;
- Paternoster - 7 erven;
- St Helena Bay / Laingville - 15 erven;

The geographical location of each site / erven is given in Annexure A.

##### **3.2 OWNERSHIP**

Ownership of the property vests with Saldanha Bay Municipality.

Property transfers will be made directly from Saldanha Bay Municipality to the approved beneficiaries. No Transfers will be made to the Developer, the specifics of which will be defined in the Land Availability Agreement.

##### **3.3 CURRENT ZONING**

The current zoning of this properties is for single residential use.

##### **3.4 SITE INFORMATION**

Site information is not available.

However, it is expected that the bidder will have to clear, level, compact and prepared the site for stable building of the structures. The minimum cross fall of the compacted platform for water run-off may vary according to the site and building typology.

Bidders must allow for clearing the site of all shrubs and trees, rubbish, debris, vegetation, drains, etc., that may be encountered and roughly level site.

### **3.5 SITE ESTABLISHMENT**

#### **3.5.1 Services and facilities provided by the Employer**

##### **a) Water sources**

A reticulated potable water supply might not be available at each Site.

Should the Developer wish to utilise such water supply (if available), he shall himself be responsible for making his own arrangements with the responsible water supply authority for the supply of all water that he may require from such reticulation network for construction purposes as well as for domestic consumption.

If so, required by the responsible water supply authority, the Developer shall further be responsible, at his own cost, for making or otherwise providing metered connections to the available services at the positions specified by the water authority, as well as for the removal of such connections on completion of the Contract.

No warranty is offered or given by the Employer that the existing available reticulated water supply will necessarily be adequate for the Developer's purposes nor that such supply is in any way guaranteed.

##### **b) Electricity supply**

Electrical power supply might not be available at each Site.

The Developer shall at his own cost, make all arrangements necessary for the supply and distribution of electrical power (if available) required for construction purposes as well as for use in and about his site establishment.

The Developer shall comply with all prevailing legislation in respect of the generation and distribution of electricity and shall, when required by the Principal Agent, produce proof of such compliance.

##### **c) Sanitary facilities**

The shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Should female workers be employed, the shall allow for separate toilets for male and female workers.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

##### **d) Area for Developer site establishment**

A specific area near or on the Site of the Works will be made available by the Employer to the Developer for site establishment. The specific area for the site establishment will be identified by the Project Manager and the Developer shall have sole use of such area, free of charge, for the duration of the Contract. The Developer shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Developer shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Developer shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site.



Should the Developer deem the area made available by the Employer to be inadequate or unsuitable for the Developer Contractor's particular needs, then the Developer shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Developer of any area other than that made available to him by the Employer shall be subject to the prior written approval of the Principal Agent, which approval shall not be unreasonably withheld; and provided further that the Developer shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Developer in his Bid.

### **3.5.2 Facilities to be provided by the Developer for Project Manager**

#### **a) Office accommodation**

The Developer shall have a central local office from where the project will be managed.

#### **b) Site meeting venue**

Site meetings will be held at the central office of the Developer. The office must be furnished and capable of comfortably accommodating a minimum of six (6) persons at site meetings. The Project Manager shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

#### **c) Developer name boards**

The Developer shall provide, erect and maintain one (1) contract name board at such positions and locations as are directed by Saldanha Bay Municipality, in accordance with the drawings to be provided.

The Developer shall before ordering or manufacturing any such contract name boards, obtain the Project Manager written approval in respect of all names and wording to appear on the contract name boards.

Each name board shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of CKS 193 and the colours of the paints shall be an acceptable match to the applicable colours given in SABS 991.

The Developer shall keep the contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

#### **d) Survey equipment and assistants**

##### Survey equipment

The Developer shall, for the duration of the Contract, provide the necessary survey equipment for the exclusive use of the Project Manager and his staff:

All such survey equipment provided by the shall be in good condition, properly calibrated and fit for the purpose and shall be always kept fully serviceable by the at his own cost. The shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Project Manager staff.

Where required by the Project Manager, the Developer shall at his own cost, promptly arrange for the recalibration of survey equipment provided.

**e) Telephone facilities**

Not required.

**f) Computer facilities**

Not required.

**3.5.3 Permits and way-leaves**

The Developer shall be responsible to obtain all the way-leave required under this Contract.

Construction permits shall be the responsibility of the Employer.

An Employer who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the Provincial Director of *Department of Employment and Labour* in writing for a construction work permit to perform construction work if the intended construction work exceeds R60m effective from 7th October 2019.

**3.5.4 Features requiring special attention**

**a) Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Developer shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions. The Site shall be safe at all times during construction.

**b) Fencing**

Not Applicable

**c) Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Project Manager the Developer in the context of all subcontract work being an integral part of the Works for which the is responsible.

The Project Manager will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Developer and the subcontractors and the Project Manager will not become involved.

**d) Opening up and closing down of designated borrow pits**

Not required/permitted.

**e) Access to properties**

The Developer shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

Notwithstanding the foregoing, the Developer may, with the prior approval of the Project Manager (which approval shall not be unreasonably withheld), make arrangements with and obtain the

acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Developer duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible.

Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Developer from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Developer to suit the specific conditions.

**f) Existing residential areas**

Electricity and water supply interruptions in existing residential areas shall be kept to a minimum. Project Manager shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

**g) Labour-intensive competencies of supervisory and management staff**

Not applicable

**h) Employment of local labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently unemployed. To this end the Developer shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Bidder shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

The Developer must provide monthly statistics to the SBM indicating the number of new jobs created through this contract. This statistic must be provided with each monthly payment certificate using Councils electronic prescribed format, which will be provided by the Project Manager of this project to the successful bidder. Failure to provide the required statistics Council may withhold payment.

**i) Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Principal Agent. The Developer shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Project Manager shall have the right to instruct the to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

**j) Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Developer. The Developer will, at his own expense, institute a quality control system and provide suitably qualified and experienced Principal Agent, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bid for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Developer shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Project Manager or examination and measurement, the Developer shall furnish the Project Manager with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**3.6 PLANT AND MATERIALS**

**3.6.1 Plant and materials supplied by the employer**

The Employer shall not supply any plant or materials.

**3.6.2 Materials, samples and shop drawings**

**a) Samples**

Materials or work which do not conform to the approved samples submitted in terms of the Conditions of Contract, will be rejected. The Project Manager reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

The costs of any such tests conducted by or on behalf of the Principal Agent, the results of which indicate that the samples provided by the Developer do not conform to the requirements of the Contract, shall, in accordance with the provisions of the Conditions of Contract, be for the Developer Contractor's account.

**3.7 EXISTING SERVICES**

**3.7.1 Known services**

No known services are crossing the building site.

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL: SBM 09/22/23**

#### **4. MINIMUM BID REQUIREMENTS**

##### **4.1 THE TARGET MARKET AND BENEFICIARIES**

###### **4.1.1 Target Area**

For the purpose of this urban market, the catchment area is defined as the Saldanha Bay municipality area.

###### **4.1.2 Target market**

**The intended target market for this development are individuals who are eligible for the Finance Linked Individual Subsidy Programme (FLISP).**

In order to ensure that the intended target market benefit from this project and to avoid speculation in this property at the expense of this target group and the community at large, the successful Bidder will be required to only target purchasers meeting the following criteria and subject to the following conditions:

- 1) must be given to qualifying purchasers falling within the income group categories indicated – R3 501 – R22 000;
- 2) priority must be given to qualifying bona fide occupants and residents, living in the Saldanha Bay municipality area and who are registered on the waiting list of the Saldanha Bay Municipality that will be made available to the developer;
- 3) that the sale of units be limited to one housing unit per beneficiary and that purchasers be required to be owner occupiers;
- 4) Beneficiaries will have the opportunity to select their preferred typology.
- 5) only if the above list as per point 2 above is exhausted and with permission of the municipality, can the market be opened to individuals residing in the West Coast District Municipal Area.

The developer needs to present to the municipality all efforts that were implemented to ensure that the waiting list were consulted, and individuals considered before individuals outside of the municipal area be accommodated on the project.

Bidders are expected to conduct their own affordability analyses to determine what the different middle-income households in the target area could qualify for in terms of a bond including the land costs. The affordability analysis will enable adjudicators to understand what potential buyers qualify for in terms of a loan which should coincide with the price of units in the affordable housing market. .

## 4.2 PROPERTY COSTS AND DEVELOPMENT CONTRIBUTIONS

That the Developer will be given access to the property for the purpose of the development on behalf of the Beneficiary on the provision of Proof that the Beneficiaries FLISP and Bond application has been approved and that a Guarantee be granted by the approving Bank for the payment of the purchase price of the property to the Municipality, on Registration thereof in favour of the Beneficiary. All other relevant cost e.g. Registration, Bond Fees, Service Fees and any other cost will be for the account of the beneficiary and will be dealt with by the Developer on request of the transferring attorneys appointed by the Municipality and Bond attorneys appointed by the relevant financial institution.

The properties below include estimated market values determined by the municipality's Internal Valuation Officer. The market related land costs will be determined upon transfer of the land to the beneficiary by a Valuer for the account of the beneficiary and must be recovered from the development.

However, in the interest of Saldanha Bay Municipality's overall objectives, Council will reduce the property costs to 50% of the listed figures in the tables below market value.

### Langebaan

12 Erven are readily available rendering 12 opportunities. All erven are serviced.

Erf No	Town	SQM	WARD	Property value (R)	Remarks
5682	LANGEBAAAN	242.6	14	R 175,000	
5686	LANGEBAAAN	239.91	14	R 175,000	
5695	LANGEBAAAN	253.65	14	R 186,000	
5708	LANGEBAAAN	238.65	14	R 175,000	
5710	LANGEBAAAN	280.65	14	R 205,000	
5711	LANGEBAAAN	293.03	14	R 215,000	
5714	LANGEBAAAN	240.21	14	R 175,000	
5716	LANGEBAAAN	240.08	14	R 175,000	
5719	LANGEBAAAN	240.74	14	R 175,000	
5724	LANGEBAAAN	209.51	14	R 155,000	
5725	LANGEBAAAN	183.82	14	R 140,000	
5991	LANGEBAAAN	257.28	14	R 186,000	

**Hopefield**

6 Erven of which 3 can be sub-divided rendering 9 opportunities. All erven are serviced except for erven to be subdivided.

<b>Erf No</b>	<b>Town</b>	<b>SQM</b>	<b>Ward</b>	<b>Property value (R)</b>	<b>Remarks</b>
1451	HOPEFIELD	326.1	7	R 120,000	
1535	HOPEFIELD	323.93	7	R 120,000	
1553	HOPEFIELD	576.85	7	R 110,000	Property can be subdivided
1558	HOPEFIELD	531.83	7	R 210,000	
1569	HOPEFIELD	577.64	7	R 110,000	Property can be subdivided
1584	HOPEFIELD	579.47	7	R 110,000	Property can be subdivided

**Saldanha**

<b>ERF NO</b>	<b>Owner</b>	<b>SQM</b>	<b>WARD</b>	<b>Property value (R)</b>	<b>Remarks</b>
1148	White City (W3)	495.92	3	R210,000	
2699	Saldanha (W5)	495.96	5	R180,000	Property to be subdivided into 2 erven – panhandle erf
4564	Saldanha (W5)	498.15	5	R180,000	
8503	Diazville (W4)	168.29	4	R90,000	
1293	White City (W3)	1983	3	R215,000	Property to be subdivided into 4 erven
8504	Diazville (W4)	202	4	R100,000	
8499	Diazville (W4)	202	4	R100,000	

**Paternoster**

Erven are readily available rendering 7 opportunities. 6 Erven require services.

<b>Erf No</b>	<b>Town</b>	<b>SQM</b>	<b>WARD</b>	<b>Property value (R)</b>	<b>Remarks</b>
666	PATERNOSTER	392.07	11	R78,000	Require services.
792	PATERNOSTER	210.54	11	R42,000	
873	PATERNOSTER	186.32	11	R37,000	Require services.
874	PATERNOSTER	192.67	11	R40,000	Require services.
877	PATERNOSTER	199.37	11	R40,000	Require services.
878	PATERNOSTER	200.39	11	R40,000	Require services.
879	PATERNOSTER	160.85	11	R32,000	Require services.

**Vredenburg**

23 Erven of which 3 can be sub-divided rendering 26 opportunities.

ERF NO	Town	SQM	WARD	Property value (R)	Remarks
1685	VREDENBURG (W8)	599.58	8	R350,000	Require services
2011	VREDENBURG (W10)	751.09	10	R85,000	Property to be subdivided into 2 erven
2614	VREDENBURG (W8)	791.29	8	R225,000	Property to be subdivided into 2 erven
2615	VREDENBURG (W8)	797.49	8	R225,000	Property to be subdivided into 2 erven
2616	VREDENBURG (W8)	906.58	8	R240,000	Property to be subdivided into 2 erven
3348	VREDENBURG (W13)	301.29	13	R100,000	
7243	VREDENBURG (W13)	449.16	13	R140,000	
7317	VREDENBURG (W13)	367.01	13	R130,000	
7368	VREDENBURG (W13)	303.49	13	R110,000	
7405	VREDENBURG (W13)	466.64	13	R130,000	
7462	VREDENBURG (W13)	368.11	13	R130,000	
7528	VREDENBURG (W13)	298.02	13	R110,000	
9076	VREDENBURG (W2)	289.49	2	R60,000	
9217	VREDENBURG (W2)	303.16	2	R80,000	
9273	VREDENBURG (W2)	303.16	2	R70,000	
9508	VREDENBURG (W2)	275.03	2	R60,000	
9851	VREDENBURG (W2)	261.83	2	R60,000	
9873	VREDENBURG (W2)	265.95	2	R60,000	
9875	VREDENBURG (W2)	254.64	2	R60,000	
9883	VREDENBURG (W2)	179.77	2	R40,000	
9980	VREDENBURG (W2)	264.17	2	R60,000	
7348	VREDENBURG (W2)	985	2	R230,000.00	



**St Helena Bay / Laingville**

29 Erven of which 2 can be sub-divided rendering 30 opportunities. 10 Erven require services.

ERF NO	Town	SQM	WARD	Property value (R)	Remarks
672	LAINGVILLE	367.58	12	R68,000	
2229	LAINGVILLE	263.5	12	R50,000	
2282	LAINGVILLE	263.85	12	R50,000	
2283	LAINGVILLE	298.33	12	R55,000	
3512	LAINGVILLE	242.67	12	R45,000	
3518	LAINGVILLE	275.13	12	R50,000	
3647	LAINGVILLE	159.44	12	R30,000	
3648	LAINGVILLE	148.49	12	R30,000	
3649	LAINGVILLE	139.61	12	R30,000	
3664	LAINGVILLE	137.38	12	R30,000	
3665	LAINGVILLE	137.52	12	R30,000	
3756	LAINGVILLE	174.5	12	R35,000	
3911	LAINGVILLE	241	12	R45,000	
3912	LAINGVILLE	239.48	12	R45,000	
3913	LAINGVILLE	239.44	12	R45,000	
3914	LAINGVILLE	239.42	12	R45,000	
3915	LAINGVILLE	239.32	12	R45,000	
3916	LAINGVILLE	240.66	12	R45,000	
3922	LAINGVILLE	239.49	12	R45,000	
3928	LAINGVILLE	242.49	12	R45,000	
3937	LAINGVILLE	242.48	12	R45,000	
4007	LAINGVILLE	337.69	12	R60,000	
4008	LAINGVILLE	335.71	12	R60,000	
4921	LAINGVILLE	203.31	12	R37,000	
88	LAINGVILLE	1190	12	R145,000	Property to be subdivided into 2 erven
3537	LAINGVILLE	2845	12	R340,000	Property to be subdivided into 4 erven

### 4.3 MINIMUM DESIGN SPECIFICATIONS

#### 4.3.1 GENERAL

The design of the units must consist of a minimum internal floor size of 50m<sup>2</sup>. This area must include the allocated area for bathroom. Bathroom to consist of a shower, toilet, and basin. Units must include the supply and installation of a kitchen sink, on a cupboard.

All units must be signed off by a Professional Structural Engineer, registered with ECSA and all required certification to be submitted prior to handover and occupation:

- a) Soil stability certificate and tests (signed by structural engineer) (DCP's)
- b) Structural stability Certificate
- c) Electrical Compliance Certificate
- d) Plumbing Compliance Certificate
- e) Glazing Certificate
- f) A19 Roof Certificate
- g) Occupation Certificate issued by Saldanha Bay Municipality

In addition to above the following certification criteria is applicable:

- a. NHBRC Certification
- b. SASFA Certification (if light weight steel frame structures to be used)
- c. Agrément SA certification.

All units must have prior written approval by the applicable Fire Chief, or a Rational Fire design approved by a Professional Registered Fire Engineer with ECSA. All units must comply with fire, rain penetration and insulation requirements as per SANS 10400.

**All material to be installed/constructed strictly in accordance with the manufacturer's specification.**

##### 4.3.1.1 Plot

- Minimum plot sizes must be 130m<sup>2</sup>.
- Fencing around plot to be included as an optional item and must be priced separately.

##### 4.3.1.2 Dwelling Unit

- Dwelling size must be 50m<sup>2</sup> internal floor area (excluding carport / garage).
- Units must be single storey.
- Floor of kitchen must be tiled.
- Kitchen / rooms must be fitted with cupboards.
- Carport / garage (minimum size 18 – 20m<sup>2</sup>) to be included as an optional item and must be priced separately.
- Green/sustainable energy consumption features to be considered and included in the design.

#### **4.3.1.3 Drawings**

The Developer will produce drawings that will include a complete set of plans with plan view, elevations, sections, details, notes and specifications as required for setting out of Works, and all detail and dimensions required to perform the construction duties in accordance with the provisions of the Conditions of Contract.

The 3D Virtual Plans/Model must:

- Be presented in full 3D walkthroughs, highlighting all transparencies and textures.
- Models must include annotations and measurements.
- Models must be viewable in a web browser.
- The Employer must be able to make comments in the 3D model.

The Developer will ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. All information in possession of the Developer (As-built / record drawings), must be submitted to the Client before a Certificate of Completion will be issued.

#### **4.3.2 FOUNDATIONS**

The site should be prepared to the required minimum soil standards and levels for the construction of the housing units (e.g. compacted to 150KPa, and slope of max of 2%).

- All designs to be approved by a registered Structural Engineer with ECSA.
- Foundations may be either raft or strip footings with minimum 25MPa concrete.
- All brick units must have a minimum compressive strength of 7 MPa

#### **4.3.3 FLOORS**

- The Floors is to be constructed in accordance with the Engineer's design and specification. The design must fully comply with the SANS 10400.
- The ground under solid floors shall be excavated where necessary and levelled in readiness for the laying of the Surface Beds/Floors.
- Filling of areas under Surface Beds/Floors shall be carried out as soon as the foundations and foundation walls have been completed.
- The ground under surface beds and floors shall be poisoned with an approved registered soil poisoning material and applied according to the Manufacturer's instructions.
- The ground under surface beds and floors shall be compacted to at least 95% Modified AASHTO.
- Damp-proof membrane under concrete surface beds shall, unless otherwise specified, be of green polyethylene sheeting complying with SABS Specification 952 Type C – plain surface, 0,25mm thick (250 microns) and manufactured in widths of 1000mm and greater.
- Concrete surface beds (excluding heavy duty floors) shall be minimum of 20 MPa strength and the 90mm thickness. Steel reinforcing (bars or mesh) required to comply with the Engineer's design.
- Concrete shall be laid in suitable size panels not exceeding 16m<sup>2</sup> in area and with the length of any panel not exceeding 4.5 meters.
- Finish all concrete surfaces to a smooth and even finish before the concrete sets.

- Screeding shall be laid before the concrete sub-floors have matured. No finishes are to be laid if the screed exceeds 70% moisture content when measured with a hygrometer.

#### **4.3.4 WALLS**

- All external walls must comply with fire, rain penetration and insulation requirements as per SANS10400.
- External walls to be minimum 190mm thickness.
- Internal walls to be minimum 90mm thickness.
- All brick units must have a minimum compressive strength of 7MPa.
- External walls to be plastered/cladded.
- Internal walls to be plastered.
- For ABT or mixed technologies, superstructure to be constructed with either a timber frame or lightweight steel frame.
  - Timber frame structures to conform to SANS 10082.
  - Lightweight steel frame structures to conform to SANS 517:2013.

#### **4.3.5 PLASTER**

- Plaster shall, unless otherwise specified, be composed of 4 parts by volume of sand and 1 part by volume of cement for normal brickwork, and three parts by volume of sand and one part by volume of cement for reinforced brickwork.
- Plaster on walls shall be not less than 12 mm or more than 20 mm in thickness, and plaster on concrete ceilings and beams shall be not less than 9 mm or more than 16 mm in thickness, unless otherwise specified.
- Walls shall be well wetted before plastering is commenced.
- The surfaces of internal plaster shall be steel troweled to a smooth, even and true finish.
- External plaster shall be finished to a true and even surface with a wood float.
- Plaster shall be returned into reveals and soffits of openings, and all angles shall be true and straight with salient angles slightly rounded.
- All plaster surfaces shall be free from blemish. All cracks, blisters and other defects shall be cut out and made good and the whole left perfect at completion.

#### **4.3.6 CLADDING (WALLS)**

- High density fibre cement plain board (10mm thickness) for external use.
- High density fibre cement plain board (10mm thickness) for internal use.
- The runners supporting the facades should not exceed 600 mm centers vertically and 800 mm centers horizontally. Framing members should be arranged to support all panel edges.
- Holes for fixing must be set out evenly and must be drilled and not punched.
- Concealed 3 x 40mm copper nails with open joints with flexible polysulphide sealant.
- Approved waterproofing applied prior to timber/lightweight steel framing to masonry wall.
- Sheets fixed into a framed structure must allow for thermal movements in the sheet and the supporting structure.
- Internal corners finished with continuous corner joiner.
- External corners finished with continuous corner joiner including 200mm girth vertical flashings with timber/steel tilting battens, all in accordance with the manufacturer's recommendations.

#### **4.3.7 PAINTING**

- All exposed surfaces to be painted.
- All materials for paint work for which South African National Standard (SANS) specifications have been published, shall comply with the requirements of such specifications, and shall bear the standardisation mark of the SANS on the container or packing. Materials for paint work for which no SANS specifications have been published shall be of brand and manufacture approved by the Engineer.
- All materials for paint work must be brought on to the site in unopened containers and no adulteration will be allowed.
- Undercoats for paint work shall be as supplied by the manufacturer of the paint being used for the finishing coat.
- Paints shall be suitable for application on the surfaces on which they are to be applied, and those used externally shall be of exterior quality or suitable for exterior use.
- If necessary, paints shall be strained free from skins and similar impurities immediately before application.

#### **4.3.8 DOORS**

- All internal doors shall be a hollow-core Masonite clad.
- External doors shall be minimum Class E (30min.) Fire door presenting the SABS/SANS/SATAS 545 mark.
- All door threshold and reveal details to be always weatherproofed and retain water tightness.
- External doors must have a minimum SABS approved 3-lever lock, with handles.
- Internal doors must have a minimum SABS approved 2-lever lock, with handles.
- Specialist to be registered with AAAMSA if using aluminium.
- Provide performance test certificate.
- 5-year guarantee on installation.

#### **4.3.9 WINDOWS**

- All windows to be aluminum.
- All windows must achieve the mechanical performance of SANS 613.
- Window & Wall junctions are to retain water tightness in all instances.
- Safety glazing is to be used where deemed mandatory by SANS 10400.
- The minimum size of windows is dictated by SANS 10400N for minimum light and ventilation requirements for human inhabited spaces.
- Specialist to be registered with AAAMSA if using aluminium.
- Provide performance test certificate.
- 5-year guarantee on installation.
- Comply with AAMSA performance criteria A2.

#### **4.3.10 CEILINGS**

- All ceilings must be boarded and have a stiff support.
- 6mm Fiber Cement ceilings (or similar)

#### **4.3.11 ROOFS**

- All roofs must be designed and signed off by a Professional Structural Engineer, Registered with ECSA.
- Galvanized steel roof sheets must comply with SANS/SABS 934 and be of Class Z275 Galvanizing (0.47 thick) or similar, laid to manufacturers specification. Alternative material may be concrete tiles at 21 degrees.
- Building roofs to enable complete water tightness of the structure and must cover the access staircase and Laundry drying space.
- Roofs shall be installed as per the manufacturer's specification.
- Roof insulation shall be in accordance with SANS 10400.
- Suppliers/Contractors must include rainwater gutters and downpipes.

#### **4.3.12 FIRE RESISTANCE RATING**

- The wall panel system must achieve the following minimum Fire Resistance Rating (FRR): 2-hour (120 minutes) fire rating for external walls; and 1-hour (60 minutes) for internal walls.

#### **4.3.13 PLUMBING**

- All plumbing installations must meet SANS 10400 plumbing compliance requirements.
- All plumbing must be surface mounted.
- All specifications of plumbing fittings must be confirmed in your submission.
- No Provision of Hot water supply is required.
- Toilet pans and handwash basin (min. bowl size: 210x330mm).
- The shower tray to have elevated floor-walls (200mm high). A Shower-bath will also be allowed. Standard trap with trap-stop to facilitate the washing of clothes, to be screed/plastered and sealed (properly waterproofed, with an approved sealer), up to 1800mm. Shower rose to be attached to an approved backplate.
- Water conserving taps (Max. 6l/min flow), low-flow rate showerheads (max 10l/min flow), and low volume/dual-flush toilet systems (standard flush of max 6 liters) to be installed.

#### **4.3.14 ELECTRICAL INSTALLATIONS**

- Electrical installation shall comply with SANS 0142 (the code of practice of wiring of premises).
- A Ready Board must be installed in each unit. (included light with 3 plugs points).
- add additional 20mm sleeve in the one wall of the unit (to be determined on site) (for use as cable sleeve).

**Any deviations from the above-mentioned specifications and by-laws must be declared by in the tenderer's/supplier's submission.**

**Returnables:**

- 1) Site establishment fee
- 2) Cost per unit
- 3) Guarantees on durability of the product. Minimum 10-year guarantee on the materials.
- 4) Time frames for delivery
- 5) Designs, Plans, Sections, Elevations, wall design and composition detail, Specifications and Methodology
- 6) Proof of energy efficiency



#### 4.4 ABT PERFORMANCE STANDARD

A detailed description of the proposed ABT and its technical specifications must be provided using the table below. This information will be used to assess the responsiveness of the ABT against the prescribed minimum specifications and technical data.

Alternative Building Technology (ABT) Description and Technical Specifications			
1	Technology name Agrément Certificate Number and description	ABT Name:	
		Description:	
2	Bank and acceptability		
3	Efficiency across the full life cycle of the product (Thermal comfort and Energy performance)	Thermal Comfort:	
		Energy performance:	
4	Technical properties (Structural strength and stability, rigid or flexible)	Structural strength and stability:	
		Rigid or flexible:	
5	Construction application (Fit for purpose)		
6	Versatility of use (aesthetics, innovation/design, adaptability/flexibility)	Aesthetics:	
		Innovation:	
		Adaptability:	
7	Load of the proposed technology on the floor slab (KN/m2)		
8	Water penetration and rising damp, UV, chemicals, corrosion, rotting	Water and rising damp:	
		UV:	
		Chemicals:	
		Corrosion/rotting:	
9	Fire resistance (minutes)		
10	Incrementalism Opportunity		

#### 4.4.1 ABT ELEMENTS TECHNICAL SPECIFICATIONS

##### (COMPULSORY) TO BE COMPLETED FOR ABT SPECIFICATION ASSESSMENT PURPOSES

Technical specifications of the building elements of the proposed ABT must be provided by means of a detailed description of products, using the tables below. Each table must be completed for the following elements:

- a) Walls (Internal and External)
- b) Roofing structure, roof finish, and rainwater removal
- c) Ceilings (Including cornices)

**NB: Please complete the tables below for each of the three (3) ABT building elements: Failure to complete this section will render the submission non-responsive.**

<b>Specified Building Element:</b>		<b>WALLS (INTERNAL AND EXTERNAL)</b>	
Description:			
1	Construction applications (Fit for purpose)		
2	Technical properties (Structural strength and stability, rigid or flexible).	Structural strength and stability	
		Rigid or flexible	
3	Benefits of ABT element compared to conventional elements.		
4	Maintenance required (for the elements of the technology and the frequency)		
5	Cost effectiveness (in comparison to conventional)		
6	Transport of materials to site (Volume/weight and number of loads)		
7	Speed of implementation (per unit / per m2/ per linear m)		

Specified Building Element:		ROOF STRUCTURE	
Description:			
1	Construction applications (Fit for purpose)		
2	Technical properties (Structural strength and stability, conventional or specialised).	Structural strength and stability	
		Conventional or specialised	
3	Benefits of ABT elements compared to conventional elements.		
4	Maintenance required (for the element of the building technology and the frequency)		
5	Cost effectiveness (in comparison to conventional)		
6	Transport of materials to site (Volume/weight and number of loads)		
7	Speed of implementation (per unit / per m2/ per linear m)		

Specified Building Element:		CEILINGS AND COVERING	
Description:			
1	Construction applications (Fit for purpose)		
2	Technical properties (Structural strength and insulation, conventional or integrated).	Structural strength and insulation	
		Conventional or integrated	
3	Benefits of ABT element compared to conventional elements.		
4	Maintenance required (for the element of the building technology and the frequency)		
5	Cost effectiveness (in comparison to conventional, integrated)		
6	Transport of materials to site (Volume/weight and number of loads)		
7	Speed of implementation (per unit / per m2/ per linear m)		

#### **4.4.2 ABT CERTIFICATION AND COMPLIANCE**

The proposed ABT must comply with and meet all the minimum statutory requirements for ABT and must have at least one of the following certifications:

- a. NHBRC approval.
- b. Agrément SA certification.
- c. Proof of Rational Design by ECSA Registered Professional Engineer, with minimum 10 years relevant experience.

## SALDANHA BAY MUNICIPALITY

### APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA

PROPOSAL NO: SBM 09/22/23

#### 5. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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<p><b>Definitions:</b></p> <p><b>Occupational Health &amp; Safety Specification:</b> means a documented specification of all occupational health &amp; safety requirements pertaining to the associated works on a construction site, so as to ensure the health &amp; safety of persons.</p> <p><b>Client:</b> means any person for whom construction work is being performed.</p> <p><b>Act:</b> means the OH&amp;S Act (85/1993).</p>	<p align="center"><b>Occupational Health and Safety Act (85 of 1993)</b></p> <p align="center"><b>Construction Regulation 4 (1) (a): Occupational Health and Safety Specification</b></p>
<p align="center"><b>Abbreviations:</b></p> <p><b>OH&amp;S</b> means Occupational Health and Safety</p>	

## 1. INTRODUCTION

### 1.1 Scope

This Specification covers the requirements for preventing incidents and accidents and eliminating injuries on the DEVELOPMENT OF 95 MIDDLE INCOME HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA project.

The specification will provide the requirements that Developer and his Contractors will have to comply with in order to reduce the risks associated with the above-mentioned contract work that may lead to incidents causing injury and/or ill health, damage to property, equipment and the environment to a level as low as reasonably practicable.

### 1.2 Preamble

Every effort has been made to ensure that this Specification is accurate in all respects, however, should it contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time.

### 1.3 Purpose

The purpose of this Specification is to brief contractors on the significant safety aspects of the project. It provides information and requirements on *inter alia*:

- ✓ safety considerations affecting the site and its environment;
- ✓ health and safety aspects of the associated structures and equipment;
- ✓ submissions on health and safety matters; and
- ✓ the Developer's health and safety plan.

### 1.4 Interpretations

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this contract and the Construction Regulation applies to any person involved in construction work. These regulations are hereinafter referred to as "the Construction Regulation" and the said Act as "the Act".

Construction work is defined as any work in connection with:

- ✓ the erection, maintenance, renovation, repair, demolition or dismantling of or addition to a building or to any similar structure;
- ✓ the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- ✓ the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- ✓ the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work.

### 1.5 Definitions

Definitions as listed in the Occupational Health and Safety Act No 85 of 1993 and Construction Regulation July 2003, shall apply.



<p><b>Definitions:</b></p> <p><b>Occupational Health &amp; Safety Specification:</b> means a documented specification of all occupational health &amp; safety requirements pertaining to the associated works on a construction site, so as to ensure the health &amp; safety of persons.</p> <p><b>Client:</b> means any person for whom construction work is being performed.</p> <p><b>Act:</b> means the OH&amp;S Act (85/1993).</p>	<p align="center"><b>Occupational Health and Safety Act (85 of 1993)</b></p> <p align="center"><b>Construction Regulation 4 (1) (a): Occupational Health and Safety Specification</b></p>
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## 2. ADMINISTRATION

### 2.1 Legal Requirements

The Developer entering into a Contract with THE CLIENT shall, as a minimum, comply with the -

- ✓ Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of the OHS Act must be available on site at all times.
- ✓ Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The Developer will be required to submit a letter of Registration and “good-standing” from the Compensation Insurer before being awarded the contract.
- ✓ The Developer shall notify the Provincial Director of the department of Labour in writing before construction work commences. A copy of this notification and proof of submission must be held in the Safety File on site.

### 2.2 Health and Safety Policy

- (1) The Developer shall prepare a written policy concerning the protection of the health and safety of his employees at work, including a description of the organization and the arrangements for carrying out and reviewing that policy.
- (2) The Developer shall prominently display a copy of the policy referred to in point 1, signed by the Chief Executive Officer, in the workplace where his employees normally report for service and keep a copy in the safety file.

### 2.3 Mandatory Agreement

- (1) The Developer must ensure that he signs the 37 (1) and (2) mandatory agreement with the Client.
- (2) The Developer must ensure that the 37 (1) and (2) mandatory agreement is signed with all contractors appointed by him.

### 2.4 Further (Specific) Supervision Responsibilities for OH&S

- (1) Depending on the activities associated with the Construction work the Developer shall appoint designated competent employees and/or other competent persons as required by the Act and Regulations.
- (2) The appointments must be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees.
- (3) Copies of appointments must be submitted to THE CLIENT together with concise CV's of the appointees. All appointments must be officially approved by THE CLIENT and any changes in appointees or appointments must be communicated to THE CLIENT forthwith.
- (4) The Developer must, furthermore, provide THE CLIENT with an organogram or schedule of all Contractors that he/she has appointed or intends to appoint and keep this record updated on a weekly basis.

<p><b>Definitions:</b></p> <p><b>Occupational Health &amp; Safety Specification:</b> means a documented specification of all occupational health &amp; safety requirements pertaining to the associated works on a construction site, so as to ensure the health &amp; safety of persons.</p> <p><b>Client:</b> means any person for whom construction work is being performed.</p> <p><b>Act:</b> means the OH&amp;S Act (85/1993).</p>	<p align="center"><b>Occupational Health and Safety Act (85 of 1993)</b></p> <p align="center"><b>Construction Regulation 4 (1) (a): Occupational Health and Safety Specification</b></p>
<p align="center"><b>Abbreviations:</b></p> <p><b>OH&amp;S</b> means Occupational Health and Safety</p>	

- (5) Where necessary, or when instructed by THE CLIENT or an Inspector of the Department of Labour, the Developer must appoint a competent OH&S Officer subject to the approval of THE CLIENT.
- (6) The Developer must ensure that the site is safe at all times and that unauthorised entry is prevented by fencing off the site. Dangerous areas must be barricaded with a solid barricade.

## 2.5 Designation of OH&S Representatives (Section 18 of the OHS Act)

Where the Developer employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one OH&S Representatives for every 50 employees or part thereof. General Administrative Regulation 6 requires that the appointment or election and subsequent designation of the OH&S Representatives be executed in consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6& 7.)

OH&S Representatives have to be designated in writing and the designation must include the area of responsibility of the person and term of the designation.

## 2.6 Risk Assessment

- (1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least -
  - (a) the identification of the risks and hazards to which persons may be exposed to;
  - (b) the analysis and evaluation of the risks and hazards identified;
  - (c) a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
  - (d) a monitoring plan; and
  - (e) a review plan.
- (2) A Developer shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.
- (3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.
- (4) A Developer shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.
- (5) A Developer shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

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- (6) A Developer shall ensure that as far as is reasonably practicable, ergonomic related hazards are analysed, evaluated and addressed in the risk assessment.
- (7) Notwithstanding the requirements laid down in sub-regulation (4), no contractor shall allow or permit any employee or person to enter any site, unless such employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- (8) A Developer shall ensure that all visitors to a construction site undergoes health and safety induction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment.
- (9) Every employee on site shall –
  - (a) be in possession of proof of the health and safety induction training as determined in sub-regulation (7), issued by a competent person prior to the commencement of construction work; and
  - (b) carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

## 2.7 Incident/Accident Investigation and Reporting

- (1) Investigate each incident, accident or near miss occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery.
- (2) Any incident/accident at the workplace in which any person is injured to the extent that death results, or a limb or part of a limb is lost, or the injury is such that the person is likely to die or suffer permanent disability, or that for a period of at least fourteen days the person is unable to continue with the activity with which he was busy at the time of the incident/accident, or if a person becomes unconscious because of heat stroke, exhaustion or exposure to any hazard at the workplace, then this is required to be reported to the Inspector.

## 2.8 Emergency Procedures

The Developer must prepare a detailed emergency Procedure. The procedure must include the following:

- List of key competent personnel
- Details of emergency services
- Actions to be taken in the event of an emergency.

Emergency Procedure shall include, but is not limited to: major incidents/accidents, injury to employees, damage to property/equipment/plant, incidents involving hazardous substances, fires, floods.

The Developer shall advise the Client in writing forthwith, of any emergency, together with a record of action taken.

A contact list of Fire department, Ambulance, SAPD, Hospital and Developers contact person must be maintained, available and displayed on site.

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## 2.9 First Aid (General Safety Regulation 3)

- (1) The Developer must provide First Aid equipment (including a stretcher) and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.
- (2) The Contingency Plan of the Developer must include the arrangements for speedily and timeously transporting injured/ill person/s to a medical facility or of getting emergency medical aid to person/s that may require it.
- (3) The Developer must have firm arrangements with his other Contractors in place regarding the responsibility of the other Contractors injured/ill employees.

## 2.10 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

- (1) The Developer is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- (2) Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.
- (3) Where it is not possible to create an absolutely safe and healthy workplace the Developer is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- (4) It is a further requirement that the said equipment be maintained by the Developer, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.
- (5) Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.
- (6) The Developer may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:
  - a) Where the employee requests additional issue in excess of what is prescribed.
  - b) Where the employee has patently abused or neglected the equipment leading to early failure.
  - c) Where the employee has lost the equipment.
- (7) All employees shall, as a minimum, be required to wear the following PPE on any of THE CLIENT'S projects:
  - Protective overalls.
  - Protective footwear.
  - Protective headwear.

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- Eye/face protection.
- Hand protection
- Hearing Protection

## 2.11 Training

- (1) All employees of the Developer and other Contractors to be in possession of proof of General Induction training.
- (2) All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid proof of training.
- (3) The Developer shall ensure that his and other Contractors' personnel appointed are competent and that all training required doing the work safely and without risk to health, has been completed before work commences.
- (4) The Developer shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation changes.
- (5) Records of all training must be kept on the OH&S File for auditing purposes.

## 2.12 Audits by Client (Construction Regulation 1(d))

- (1) THE CLIENT will be conducting a Monthly Audit to comply with Construction Regulation 4 (1) (d) to ensure that the Developer has implemented and is maintaining the agreed and approved OH&S Plan.
- (2) THE CLIENT reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include Site Safety Walks
- (3) A representative of the Developer must accompany THE CLIENT on all Audits and Inspections and may conduct his/her own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results.
- (4) The Developer is to conduct his own monthly internal audits to verify compliance with his own OH&S Management system as well as of with this specification.
- (5) OH&S Representatives must conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees must conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.
- (6) All the results of the above-mentioned inspections to be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.
- (7) The Developer is required to provide the Client with a monthly report.

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### 3. CONSTRUCTION

#### 3.1 Client

- (1) The Client will legally appoint the Developer in writing for the execution of the works.
- (2) The Client will take reasonable steps to ensure that the Developer's health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once a month.
- (3) The Client or his representative/Principal agent will stop the Developer from executing construction work should the contractors at any stage in the execution of the works;
  - a) fail to implement or maintain his health and safety plan;
  - b) execute construction work which is not in accordance with his health and safety plan;
  - c) act in any way which may pose a threat to the health and safety to persons, damage to property/equipment or the environment.

#### 3.2 Developer

- (1) A Developer shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specifications contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.
- (2) A Developer shall take reasonable steps as are necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.
- (3) A Developer shall be responsible for the following in order to ensure compliance with the provisions of the Act –
  - (a) to provide any contractor who is making a bid or appointed to perform construction work for the Developer, with the relevant section of the health and safety specifications contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
  - (b) to appoint each contractor contemplated in paragraph (a) in writing for the part of the project on a construction site;
  - (c) to take reasonable steps to ensure that each contractor's health and safety plan contemplated in sub-regulation (4) is implemented and maintained on the construction site: Provided that the steps shall include periodic audits at intervals mutually agreed upon between the Developer and contractor(s), but at least once every month;
  - (d) to stop any contractor from executing construction work, which is not in accordance with, the Developer's and/or contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
  - (e) to ensure that where changes are brought about to the design and construction, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;
  - (f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

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- (g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.
- (4) A contractor shall provide and demonstrate to the Developer a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Developer's health and safety specification contemplated in regulation 5(3) (a) provided by the Developer, which plan shall be applied from the date of commencement of and for the duration of the construction work.
- (5) A Developer shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub-regulation (4), and shall finally approve that plan for implementation.
- (6) A Developer shall ensure that a copy of his or her health and safety plan contemplated in sub-regulation (1), as well as the contractors health and safety plan contemplated in sub-regulation (4), is available on request to an employee, inspector, contractor, client or client's agent.
- (7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client's agent or Developer upon request.
- (8) A Developer shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub-regulation (7), include a record of all drawings, design, materials used and other similar information concerning the completed structure.
- (9) A Developer shall ensure that in addition to the documentation required in the health and safety file as determined in sub-regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the Developer, the agreements between the parties and the type of work being done are included and available.
- (10) No Developer shall appoint a contractor to perform construction work unless the Developer is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- (11) Where a Developer appoints another contractor to perform construction work, the responsibilities as determined in sub-regulations (2) to (6) that apply to the principal contract or shall apply to the contractor as if he or she were the Developer.
- (12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.
- (13) Contractors shall co-operate with the Developer as far as is necessary to enable each of them to comply with the provisions of the Act.
- (14) Every contractor shall as far as is reasonably practicable, promptly provide the Developer with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

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- (15) If the number of employees employed by the DEVELOPER in terms of this contract exceeds 20 (twenty), the DEVELOPER shall within 14 (fourteen) days of the commencement of the contract works provide the CLIENT with full particulars of the safety representatives at the contract works. The DEVELOPER shall simultaneously confirm that it complied with section 17(2) of the Act in the appointment of the safety representatives and that such health and safety representatives received the necessary facilities, assistance and training to fulfil their duties and functions as health and safety representatives.
- (16) If there are two or more health and safety representatives involved in the contract works, the DEVELOPER shall, within 7 (seven) days from the date of a meeting of such health and safety representatives, send a copy of the minutes of such a meeting, as well as a copy of any recommendation made by the health and safety committee.
- (17) The DEVELOPER shall not make any deduction from any employee's remuneration or require or permit any employee to make any payment to him or her or any other person in respect of anything which the DEVELOPER is in terms of the Act, or this contract, required to provide or to do in the interest of the health and safety of any employee on the contract works.
- (18) The DEVELOPER shall immediately report to the CLIENT any incidents occurring at the place or places where the DEVELOPER performs any work in terms of this contract, in which or in consequence of which:
  - (a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he or she is likely either to die or to suffer a permanent physical defect or is likely to be unable for a period of at least 14 (fourteen) days either to work or to continue with the activity for which such employee was employed or is usually employed;
  - (b) an occurrence of catastrophic proportions, as defined in the Act and resulting from the use of plant or machinery or from any activity in the performance of this contract; or
  - (c) the health or safety of any person was endangered and where:
    - (i) the uncontrolled release of any substance or pressure took place;
    - (ii) machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
    - (iii) machinery ran out of control.

### 3.3 Supervision of construction work

- (1) The Developer shall appoint a full-time competent employee in writing as the construction supervisor, with the duty of supervising the construction work.
- (2) The Developer may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub-regulation (1), and every such employee shall, to the extent clearly defined by the Developer in the letter of appointment, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub-regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.



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- (3) Where the Developer has not appointed an employee as referred to sub-regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub-regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub-regulation (2).
- (4) No construction supervisor appointed in terms of sub-regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub-regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.
- (5) If, however, the construction supervisor appointed in terms of sub-regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favourably, an inspector may require the Developer to appoint the required number of employees as contemplated in sub-regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub-regulation (1) more appropriately.
- (6) A Developer shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.
- (7) The appointed constructions safety officer as contemplated in sub-regulation (6) shall as far as is reasonably practicable be utilised to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).
- (8) No Developer shall appoint a constructions safety officer to assist in the control of safety related aspects on the site unless he or, she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor.
- (9) The Developer must ensure that the required inspections are conducted, and records kept and that the safety file is kept up to date.

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### 3.4 Fall Protection and Working in Elevated Positions (Construction Regulation 8)

- (1) A Developer will designate a competent person, responsible for the preparation of a fall protection plan.
- (2) Implement, amend where and when necessary and maintain the fall protection plan as required.
- (3) Take steps in order to ensure the continued adherence to the fall protection plan
- (4) The fall protection plan will include a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location.
- (5) Employees working at elevated positions are physically and psychologically fit by being in possession of a medical certificate of fitness.
- (6) Employees are trained to work from elevated positions and records are kept.
- (7) Fall protection equipment is inspected, tested and maintained and records kept.
- (8) As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he/she is working at ground level and whilst working in this position will use fall protection equipment suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear.
- (9) Ensure the fall protection equipment is securely attached to a structure and the attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall.
- (10) When roof work is conducted, Construction Regulation Section 8 (5) must be adhered to.
- (11) Alternatively any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with guard rails with horizontal rails at two different heights as prescribed in SABS 085: Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding.

### 3.5 Scaffolding (Construction Regulation 14)

- (1) Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.
- (2) A Developer shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.

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### 3.5.1 Scaffold Framework

- (1) An employer shall ensure that-
  - (a) scaffold standards are properly propped against displacement and are secured vertically on firm foundations: Provided that putlog scaffolds shall incline slightly towards the structure;
  - (b)
    - (i) steel scaffold standards with "heavy", "medium", "light" or "very light" platform loadings which shall not exceed 320, 240, 160 and 80 kg/m<sup>2</sup>, respectively, are spaced not more than 1,8 m, 2 m, 2,5 m and 3 m apart, respectively; and
    - (ii) wooden scaffold standards are spaced not more than 3m apart;
  - (c) ledgers are spaced vertically not more than 2,1 m apart;
  - (d) putlogs or transoms-
    - (i) which do not support a platform, are spaced at the same distances as the distances prescribed in paragraph in respect of scaffold standards;
    - (ii) which support a platform, are spaced not more than 1,25 m apart if the platform is constructed of solid timber boards; and
  - (e) every part of a wooden scaffold frame has a diameter of at least 75 mm or a section of similar strength.
- (2) No employer shall use a scaffold, or permit it to be used unless it-
  - (a) is securely and effectively braced to ensure stability in all directions;
  - (b) is secured at suitable vertical and horizontal distances to the structure to which work is being done, unless it is designed to be completely free-standing;
  - (c) is so constructed that it has a throughout factor of safety of at least two; and
  - (d) is inspected at least once a week and every time after bad weather by a person who has adequate experience in the erection and maintenance of scaffolds, and all findings are recorded in a register or report book.
- (3) No employer shall require or permit that-
  - (a) a scaffold with a supporting wooden framework exceeds a height of 10m; and
  - (b) a scaffold is erected, altered or dismantled by or under the supervision of a person other than a person who has had the necessary training and experience of such work and who has been appointed by the employer in writing for this purpose.

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### 3.5.2 Scaffold Platforms

- (1) An employer shall ensure that-
  - (a) every plank of a solid wooden scaffold platform is at least 275 mm wide and 38 mm thick;
  - (b) every plank which forms part of a scaffold platform is supported at distances not exceeding 1,25 m, and its ends are projected not less than 70mm and not more than 200 mm beyond the last prop;
  - (c) every plank of a scaffold platform is firmly secured to prevent its displacement; and
  - (d) every platform is so constructed as to prevent materials and tools from falling through.
- (2) An employer shall ensure that every scaffold platform-
  - (a) with “heavy”, “medium”, “light” or “very light” platform loadings as referred to in regulation 13D(1)(b)(i) is not less than 1 125 mm and not more than 1 380 mm, not less than 1 125 mm and not more than 1150 mm, not less than 900 mm and not more than 1 150 mm, and not less than 675mm and not more than 1 150 mm, respectively, wide: Provided that where a platform is used only as a gangway, a platform width of 450mm shall be sufficient;
  - (b) which is more than 2m above the ground is on all sides, except the side facing the structure, provided with-
    - (i) substantial guard rails of at least 900 mm and not exceeding 1000 mm in height; and
    - (ii) toe-boards which are at least 150 mm high from the level of the scaffold platform and so affixed that no open space exists between the toe-boards and the scaffold platform: Provided that if the toe-boards are constructed of timber, they shall be at least 25 mm thick;
  - (c) is not more than 75 mm from the structure: Provided that where workmen must sit to work, this distance may be increased to not more than 300 mm; and
  - (d) is kept free of waste, projecting nails or any other obstructions, and is kept in a non-slip state.
- (3) No employer shall require or permit that a working platform which is higher than 600 mm be supported on a scaffold platform, and shall provide an additional guard rail of at least 900 mm and not exceeding 1000 mm in height above every such working platform.
- (4) An employer shall ensure that convenient and safe access is provided to every scaffold platform, and where the access is a ladder, the ladder shall project at least 900 mm beyond the top of the platform.

### 3.5.3 Trestle Scaffolds

- (1) No employer shall use a trestle scaffold, or permit it to be used, unless-
  - (a) it is soundly constructed of solid material; and
  - (b) all reasonable precautionary measures have been taken to prevent the unexpected spreading of its supporting legs when it is in use.
- (2) No employer shall use a trestle scaffold or permit it to be used, if it-
  - (a) is higher than 3 m; or
  - (b) consists of more than two tiers.

## 3.6 Structures (Construction Regulation 9)

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- (1) The Developer must ensure that:
  - a) Steps are taken to ensure that no structure becomes unstable or collapses due to construction work being performed on it or in the vicinity of it.
  - b) No structure is overloaded to the extent where it becomes unsafe.
- (2) He/she has received from the designer the following information:
  - a) Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
  - b) A geo-scientific report (where applicable).
  - c) The loading the structure is designed to bear.
  - d) The methods and sequence of the construction process.
  - e) All drawings pertaining to the design are on site and available for inspection.

### 3.7 Formwork & Support Work (Construction Regulation 10)

- (1) Formwork & Support work (F&SW) must be carried out under the supervision of a competent person designated in writing.
- (2) F&SW structures must be so designed, erected, supported, braced and maintained that it will be able to support any vertical or lateral loads that may be applied.
- (3) No load to be imposed onto the structure that the structure is not designed to carry. F&SW must be erected in accordance with the structural design drawings for that F&WS and, if there is any uncertainty, the designer must be consulted before proceeding with the erection.
- (4) All drawings pertaining to the F&SW must be kept available on site.
- (5) All equipment used in the erection of F&WS must be checked by a competent person before use.
- (6) The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable.
- (7) Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW.
- (8) Safe access (and emergency escape) must be provided for workers.
- (9) A competent person must inspect F&SW structures that have been erected before, during and after pouring of concrete or any other load is applied and thereafter daily until the F&SW is stripped. The results of all inspections must be recorded in a register kept on site.
- (10) The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.
- (11) Any damaged F&SW must be repaired/rectified immediately.
- (12) Deck panels must be secured against displacement.

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- (13) The slipping of persons on release agents on deck panels prevented; and
- (14) Persons' health must be protected against the use of solvents, oils or other similar substances.

### 3.8 Excavations (Construction Regulation 11)

- (1) Where excavations will exceed 1,5 m in depth the Developer will be required to submit a Method Statement to THE CLIENT for approval before commencing with the excavation and THE CLIENT will issue a permit to proceed once the Risk Assessment and method Statement is approved.
- (2) Excavation work must be carried out under the supervision of a competent person who has been appointed in writing.
- (3) Before excavation work begins, the stability of the ground must be evaluated.
- (4) Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- (5) No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
  - a) the excavation is in stable material or where,
  - b) the sides of the excavation are sloped back to at least the maximum angle of repose measured relative to the horizontal plane.
- (6) The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- (7) Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed excavator.
- (8) No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load.
- (9) Any neighboring building, structure or road that may be affected or endangered by the excavation must be protected.
- (10) Every excavation must be provided with means of access that must be within 6 meters of any worker within the excavation.
- (11) The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- (12) Every excavation including the shoring and bracing or any other method to prevent collapse must be inspected by the appointed competent person as follows:
  - a) Daily before work commences.
  - b) After every blasting operation.

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- c) After an unexpected collapse of the excavation.
- d) After substantial damage to any supports.
- e) After rain.

- (13) The results of any inspections must be recorded in a register kept on site.
- (14) Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one meter high and as close to the excavation as practicable, and
- (15) Provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- (16) Upon entering an excavation the requirements of General Safety Regulation 5 must be observed:
  - a) any confined space may only be entered after the air quality has been tested to ensure that it is safe to breathe and does not contain any flammable mixture, or
  - b) the confined space has been purged and ventilated of any hazardous or flammable gas, vapour, dust or fumes, and
  - c) the safe atmosphere must be maintained, or
  - d) employees have to be provided with breathing apparatus and wear safety harnesses attached to a rope with the free end of the rope being attended to by a person outside the confined space, furthermore,
  - e) an additional person trained in resuscitation to be in full-time attendance immediately outside the confined space, and
  - f) additional breathing and rescue apparatus is kept immediately outside the confined space for rescue purposes.
  - g) all pipes, ducts etc. that may leak into the confined space to be blanked off sufficiently to prevent any leakage or seepage.
  - h) the employer must ensure that all employees have left the confined space after the completion of work.
  - i) where flammable gas is present on a confined space no work may be performed in close proximity to the flammable atmosphere that may ignite the flammable gas or vapour.

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### 3.9 Demolition Work (Construction Regulation 12)

- (1) A Developer shall appoint a competent person in writing to supervise and control all demolition work on site.
- (2) A Developer shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.
- (3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.
- (4) Every contractor who performs demolition work shall—
  - (a) with regard to a structure being demolished, take steps to ensure that—
    - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
    - (ii) *all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and*
    - (iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
  - (b) not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;
  - (c) take steps to ensure that any support, shoring or bracing contemplated in paragraph, (b) is designed and constructed so that it is strong enough to support the overhanging material;
  - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;
  - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
  - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
  - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
  - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.



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- (6) Waste and debris shall not be disposed from a high place by a chute unless the chute—
- (a) is adequately constructed and rigidly fastened;
  - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
  - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
  - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
  - (e) is discharged into a container or an enclosed area surrounded by barriers.
- (7) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (8) (A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.
- (10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.
- (11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.
- (12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

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### 3.10 Water Environments

- (1) A Developer shall ensure that where construction work is done over or in close proximity to water, provision is made for—
  - (a) preventing workers from falling into water; and
  - (b) the rescuing of workers in danger of drowning.
- (2) A Developer shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

### 3.11 Work in Confined Spaces

- (1) An employer or a user of machinery shall take steps to ensure that a confined space is entered by an employee or other person only after the air therein has been tested and evaluated by a person who is competent to pronounce on the safety thereof, and who has certified in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- (2) Where the provisions of sub-regulation (1) cannot be complied with the employer or user of machinery, as the case may be, shall take steps to ensure that any confined space in which there exists or is likely to exist a hazardous gas, vapour, dust or fumes, or which has or is likely to have, an oxygen content of less than 20 per cent by volume, is entered by an employee or other person only when-
  - (a) subject to the provisions of sub-regulation (3), the confined space is purged and ventilated to provide a safe atmosphere therein and measures necessary to maintain a safe atmosphere therein have been taken; and
  - (b) the confined space has been isolated from all pipes, ducts and other communicating openings by means of effective blanking other than the shutting or locking of a valve or a cock, or, if this is not practicable, only when all valves and cocks which are a potential source of danger have been locked and securely fastened by means of chains and padlocks.

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- (3) Where the provisions of sub-regulation (2) (a) cannot be complied with, the employer or user of machinery shall take steps to ensure that the confined space in question is entered only when the employee or person entering is using breathing apparatus of a type approved by the chief inspector and, further, that-
- (a) the provisions of sub-regulation (2) (b) are complied with;
  - (b) any employee or person entering the confined space is using a safety harness or other similar equipment, to which a rope is securely attached which reaches beyond the access to the confined space, and the free end of which is attended to by a person referred to in paragraph (c).
  - (c) at least one other person trained in resuscitation is and remains in attendance immediately outside the entrance of the confined space in order to assist or remove any person or persons from the confined space, if necessary; and
  - (d) effective apparatus for breathing and resuscitation of a type approved by the chief inspector is available immediately outside the confined space.
- (4) An employer or user of machinery shall take steps to ensure that all persons vacate a confined space on completion of any work therein.
- (5) Where the hazardous gas, vapour, dust or fumes contemplated in sub regulation (2) are of an explosive or flammable nature, an employer or user of machinery shall further take steps to ensure that such a confined space is entered only if-
- (a) the concentration of the gas, vapour, dust or fumes does not exceed 25 per cent of the lower explosive limit of the gas, vapour, dust or fumes concerned where the work to be performed is of such a nature that it does not create a source of ignition; or
  - (b) such concentration does not exceed 10 per cent of the lower explosive limit of the gas, vapour, dust or fumes where other work is performed.
- (6) The provisions of this regulation shall *mutatis mutandis* also apply, in so far as they can be so applied, to any work which is performed in any place or space on the outside of and bordering on or in the immediate vicinity of, any confined space, and in which place or space, owing to its proximity to the confined space, any hazardous article, oxygen-deficient atmosphere or dangerous concentration of gas, vapour, dust or fumes may occur or be present.

### 3.12 Public Safety and Awareness

- (1) Construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorised persons.
- (2) A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

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## **4. CONSTRUCTION EQUIPMENT**

### **4.1 Tools and Equipment**

#### **4.1.1 Hand Tools**

- (1) Each employer is responsible for the safe condition of tools and equipment used by employees.
- (2) Select the right tool for the job. Every hand tool has a purpose and proper selection will prevent misuse.
- (3) Maintain tools. Inspect tools regularly to be sure that they are in good condition and repair or discard broken, worn or damaged tools. Records must be kept.
- (4) The wooden handles of tools must be kept free of splinters or cracks.

#### **4.1.2 Electrical Power Tools**

- (1) Select the right tool for the job.
- (2) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (3) All portable electric tools that are damaged shall be removed from use and tagged "Do Not Use."
- (4) Electric tools should not be used in damp or wet locations.
- (5) Portable grinding tools need to be equipped with safety guards to protect workers not only from the moving wheel surface, but also from flying fragments in case of breakage.

#### **4.1.3 Pneumatic Tools**

- (1) Select the right tool for the job.
- (2) Maintain tools. Inspect tools regularly to be sure that they are in good condition. Records must be kept.
- (3) Air-hose. Hose and hose connections used for conducting compressed air to utilization equipment shall be designed for the pressure and service to which they are subjected.
- (4) Compressed air shall not be used for cleaning purposes.
- (5) Working with noisy tools such as jackhammers requires proper, effective use of hearing protection.

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## 4.2 Cranes & Lifting Equipment (Construction Regulation 20)

- (1) Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHS Act:
- (2) to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, a table should be used by the driver/operator.
- (3) each winch on a lifting machine must at all time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit.
- (4) fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted.
- (5) fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position, or
- (6) when the mass of the load is greater than the MML.
- (7) every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:

Chains	:	4 (four)
steel wire ropes	:	5 (five)
fiber ropes	:	10 (ten)
- (8) every hook or load attaching device must be designed such or fitted with a device that will prevent the load from slipping off or disconnecting every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML.
- (9) in addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person.
- (10) all maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book.
- (11) no person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour.
- (12) every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device.

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### 4.2.1 Lifting Tackle

- (1) to be manufactured of sound material, well-constructed and free from patent defects,
- (2) to be clearly and conspicuously marked with id and MML.
- (3) Factor of safety:
 

Natural fiber ropes	-	10 (ten)
Man-made fiber-ropes & woven webbing	-	06 (six)
Steel wire ropes – single rope	-	06 (six)
Steel wire ropes – combination slings	-	08 (eight)
Mild Steel chains	-	05 (five)
High tensile/alloy steel chains	-	04 (four)
- (4) Steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

### 4.2.2 Operator

- (1) Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating.
- (2) Operators of Jib cranes with a MML of 5 00 kg or more must be in possession of a certificate of training issued by an accredited (by The Department of Labour) training provider.
- (3) are physically and psychologically fit to operate such lifting machine by being in possession of a medical certificate of fitness.

### 4.3 Construction vehicles and mobile plant

- (1) A Developer shall ensure that all construction vehicles and mobile plants -
  - (a) are of an acceptable design and construction;
  - (b) are maintained in a good working order;
  - (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
  - (d) are operated by workers who -
    - (i) have received appropriate training and been certified competent and been authorized to operate such machinery; and
    - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;

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- (e) have safe and suitable means of access;
- (f) are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (h) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (i) are equipped with an electrically operated acoustic signaling device and a reversing alarm; and
- (j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Developer shall furthermore ensure that-

- (a) no person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (b) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (c) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (d) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;
- (g) whenever visibility conditions warrant additional lighting, all mobile plant is equipped with at least two headlights and two taillights when in operation.
- (h) Tools and material are secured in order to prevent movement when transported in the same compartment with employees.
- (i) Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (j) When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

#### 4.3.1 Hired Plant and Machinery

The Developer/Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations July 2003, shall apply. The Developer shall ensure that operators hired with the plant/machinery are competent; in possession of a valid medical certificate of fitness and that certificates are kept on site in the Safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the Safety File.

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<p align="center"><b>Abbreviations:</b></p> <p><b>OH&amp;S</b> means Occupational Health and Safety</p>	

## 4.4 Electrical installations and machinery on construction sites

The Developer/Contractor shall ensure that-

- (a) before construction commences and during 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) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;
- (d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and
- (e) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

### 4.4.1 Electrical Installation Regulation

The Developer/Contractor shall ensure adherence to the electrical installation regulation as required by the Occupational Health and Safety Act and Regulations 85 of 1993:

- 1) Definitions.
- 2) Responsibility of electrical installations.
- 3) Certificate of compliance.
- 4) Construction.
- 5) Electrical contractor.
- 6) Commencement of and permission to connect installation work.
- 7) Issuing of certificate of compliance.
- 8) Appeals.
- 9) Application for registration as an accredited person.
- 10) Substitution of lost, damaged or destroyed certificates of registration.
- 11) Fees payable.
- 12) Offences and penalties.
- 13) Repeal of regulations and saving.
- 14) Short title.
- 15) Annexure 2.  
Notice of commencement of installation work [regulation 6 (1)].
- 16) Annexure 3.  
Application for registration as an accredited person [regulation 9].



<p><b>Definitions:</b></p> <p><b>Occupational Health &amp; Safety Specification:</b> means a documented specification of all occupational health &amp; safety requirements pertaining to the associated works on a construction site, so as to ensure the health &amp; safety of persons.</p> <p><b>Client:</b> means any person for whom construction work is being performed.</p> <p><b>Act:</b> means the OH&amp;S Act (85/1993).</p>	<p align="center"><b>Occupational Health and Safety Act (85 of 1993)</b></p> <p align="center"><b>Construction Regulation 4 (1) (a): Occupational Health and Safety Specification</b></p>
<p align="center"><b>Abbreviations:</b></p> <p><b>OH&amp;S</b> means Occupational Health and Safety</p>	

#### 4.4.2 Electrical Machinery Regulation

The Developer/Contractor shall ensure adherence to the electrical machinery regulation as required by the Occupational Health and Safety Act and Regulations 85 of 1993:

- (a) Definitions.
- (b) Safety equipment.
- (c) Work on disconnected electrical machinery.
- (d) Notices.
- (e) Switch and transformer premises.
- (f) Electrical control gear.
- (g) Switchboards.
- (h) Electrical machinery in hazardous locations.
- (i) Portable electric tools.
- (j) Portable electric lights.
- (k) Electric fences.
- (l) Inspection authorities.
- (m) Earthing.
- (n) Supports.
- (o) Clearances of power lines.
- (p) Protection of supports.
- (q) Insulators and fittings.
- (r) Conductors.
- (s) Overhead services connections and overhead service conductors.
- (t) Crossings.
- (u) Bare conductors on premises.
- (v) Schemes to be submitted to the Postmaster General.
- (w) Offences and penalties.
- (x) Withdrawal of regulations.
- (y) Short title.

#### 4.4.3 Electrical & Mechanical Lock-Out

An electrical and mechanical lock-out procedure must be developed by the Developer and submitted to THE CLIENT for approval before construction commences. This lock-out procedure to be adhered to by all Contractors on site.

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## 4.5 Welding, Flame Cutting, Soldering and Similar Operations

- (1) No employer or user of machinery shall require or permit welding or flame cutting operations to be undertaken unless-
  - (a) the person operating the equipment has been fully instructed in the safe operation and use of such equipment and in the hazards which may arise from its use;
  - (b) effective protection is provided and used for the eyes and respiratory system and, where necessary, for the face, hands, feet, legs, body and clothing of persons performing such operations, as well as against heat, incandescent or flying particles or dangerous radiation;
  - (c) the workplace is effectively partitioned off where practicable and where not practicable all other persons exposed to the hazards contemplated in paragraph (b) are warned and provided with suitable protective equipment.
- (2) No employer or user of machinery shall require or permit welding or flame cutting operations to be undertaken in a confined space, unless-
  - (a) effective ventilation is provided and maintained; or
  - (b) masks or hoods maintaining a supply of safe air for breathing are provided and used by the persons performing such operations.
- (3) No employer or user of machinery shall require or permit electric welding to be undertaken in wet or damp places, inside metal vessels or in contact with large masses of metal, unless-
  - (a) the insulation of the electrical leads is in a sound condition;
  - (b) the electrode holder is completely insulated to prevent accidental contact with current-carrying parts;
  - (c) the welder is completely insulated by means of boots, gloves or rubber mats; and
  - (d) at least one other person who has been properly instructed to assist the welder in case of an emergency is and remains in attendance during operations;
  - (e) Provided that the provisions of this sub-regulation shall not apply to a welding process where the maximum voltage to earth does not exceed 50 volts.
- (4) No employer or user of machinery shall require or permit welding, flame cutting, grinding, soldering or similar work to be undertaken in respect of any tube, tank, drum, vessel or similar object or container where such object or container-
  - (a) is completely closed, unless a rise in internal pressure cannot render it dangerous;  
or
  - (b) contains any substance which, under the action of heat, may-
    - (i) ignite or explode; or
    - (ii) react to form dangerous or poisonous substances, unless a person who is competent to pronounce on the safety thereof has, after examination, certified in writing that any such danger has been removed by opening, ventilating or purging with water or steam, or by any other effective means.
- (5) Where hot work involving welding, cutting, brazing or soldering operations is carried out at places, other than workplaces which have been specifically designated and equipped for such work, the employer shall take steps to ensure that proper and adequate fire precautions are taken.

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## 4.6 Ladders

- (1) An employer shall ensure that every ladder is constructed of sound material and is suitable for the purpose for which it is used, and-
  - (a) is fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends of the stiles which shall ensure the stability of the ladder during normal use; or
  - (b) is so lashed, held or secured whilst being used as to ensure the stability of the ladder under all conditions and at all times.
- (2) No employer shall use a ladder, or permit it to be used, if it-
  - (a)
    - (i) has rungs fastened to the stiles only by means of nails, screws, spikes or in like manner; or
    - (ii) has rungs which have not been properly let into the stiles: Provided that in the case of welded ladders or ladders of which the rungs are bolted or riveted to the stiles, the rungs need not be let into the stiles; or
  - (b) has damaged stiles, or damaged or missing rungs.
- (3) No employer may permit that-
  - (a) a ladder which is required to be leaned against an object for support be used which is longer than 9 m; and
  - (b) except with the approval of an inspector, the reach of a ladder be extended by fastening together two or more ladders:  
Provided that the provisions of this sub regulation shall not apply to extension or free-standing ladders.
- (4) In the case of wooden ladders the employer shall ensure that-
  - (a) the ladders are constructed of straight grained wood, free from defects, and with the grain running in the length of the stiles and rungs; and
  - (b) the ladders are not painted or covered in any manner, unless it has been established that there are no cracks or other inherent weaknesses: Provided that ladders may be treated with oil or covered with clear varnish or wood preservative.
- (5) When work is done from a ladder, the employer shall-
  - (a) take special precautionary measures to prevent articles from falling off; and
  - (b) provide suitable sheaths or receptacles in which hand tools shall be kept when not being used.

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- (6) An employer shall ensure that a fixed ladder which exceeds 5 m in length and is attached to a vertical structure with an inclination to the horizontal level of 75° or more-
- (a) has its rungs at least 150 mm away from the structure to which the ladder is attached; and
  - (b) is provided with a cage which-
    - (i) extends from a point not exceeding 2,5 m from the lower level to a height of at least 900 mm above the top level served by the ladder; and
    - (ii) shall afford firm support along its whole length for the back of the person climbing the ladder, and for which purpose no part of the cage shall be more than 700 mm away from the level of the rungs:
  - (c) Provided that the foregoing provisions of paragraph (b) shall not apply if platforms, which are spaced not more than 8 m apart and suitable for persons to rest on, are provided.

#### 4.7 Use and temporary storage of flammable liquids on construction sites

The Developer/Contractor shall ensure that-

- (a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-
  - (i) every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and
  - (ii) steps are taken to ensure that every employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;
- (b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- (c) flammable liquids on a construction site is stored in a well-ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measure in place;
- (d) an adequate amount of fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognised symbolic signs;
- (e) only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
- (f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;
- (g) where flammable liquids are decanted, the metal containers are bonded or earthed; and
- (h) no flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

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## 4.8 Good Housekeeping on construction sites

The Developer/Contractor shall ensure that-

- (a) suitable good housekeeping is continuously implemented on each construction site, including provisions for the-
  - (i) proper storage of materials and equipment; and
  - (ii) removal of scrap, waste and debris at appropriate intervals;
- (b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;
- (c) waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 12(6).

## 4.9 Stacking and storage on construction sites

Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No R1931 dated 30 May 19865, as amended, a contractor shall ensure that-

- (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- (b) adequate storage areas are provided;
- (c) there are demarcated storage areas; and
- (d) storage areas are kept neat and under control.

## 4.10 Fire precautions on construction sites

Every Developer/Contractor shall ensure that-

- (a) all appropriate measures are taken to avoid the risk of fire;
- (b) sufficient and suitable storage is provided for flammable liquids, solids and gasses;
- (c) smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- (d) in confined spaces and other spaces in which flammable gasses, vaporous or dust can cause danger-
  - (i) only suitably protected electrical installations and equipment, including portable lights, are used;
  - (ii) there are no flames or similar means of ignition;
  - (iii) there are conspicuous notices prohibiting smoking;
  - (iv) oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and
  - (v) adequate ventilation is provided;

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- (e) combustible materials do not accumulate on the construction site;
- (f) welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;
- (g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- (h) the fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;
- (i) a sufficient number of workers are trained in the use of fire-extinguishing equipment;
- (j) where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- (k) the means of escape is kept clear at all times;
- (l) there is an effective evacuation plan providing for all-
  - (i) persons to be evacuated speedily without panic;
  - (ii) persons to be accounted for, and
  - (iii) plant and processes to be shut down; and
- (m) a siren is installed and sounded in the event of a fire.

#### 4.11 Transport of Workers

The Developer and any other contractor shall not;

- Allow persons to be transported together with tools and equipment unless there is an appropriate area or section to store the tools and equipment;
- Allow persons to be transported in a non-enclosed vehicle without a proper canopy covering the back and top and without proper sitting area. Workers shall not be permitted to stand or sit on the edge of the transporting vehicle;
- Allow workers to be transported in LDV's without canopies and the correct number of seats for the passengers.

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## 4.12 Penalties and Offences

The Client's Health and Safety Agent will conduct site audits and ad-hoc visits. Penalties may be imposed for ongoing non-compliance of the provisions stated in the Client's health and safety specification or the Developer's safety plan.

Non-compliance items identified during audits/visits will be categorized into three levels;

(1) **A Hazard**

To be rectified immediately (Life threatening) and a notice to this effect will be issued. All activities must cease immediately and corrective action must be taken.

(2) **B Hazard**

To be rectified within 24 hours (Serious injury or property damage possible) and a notice to this effect will be issued.

(3) **C Hazard**

To be rectified within 48 hours (Minor or no injury) and a notice will be issued to this effect.

**Note:** The Client or his Agent has the right, in terms of regulation 4 (1) (e) of the Construction Regulations (July 2003) promulgated in terms of the Occupational Health and Safety Act 85 of 1993, to stop the Developer/Contractor from executing construction works which either:

- is not in accordance with the Health and Safety plan for the site
- and/or
- poses a threat to the health and safety of persons

Should the Client invoke this right, the Client will, in addition to any other legal remedies, invoke its rights to claim penalties and/or cancel the contract between itself and the Developer/Contractor in terms of the relevant provisions thereof.

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#### 4.13 Construction welfare facilities

- (1) The Developer/Contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:-
  - (a) at least one shower facility for every 15 workers;
  - (b) at least one sanitary facility for every 30 workers;
  - (c) changing facilities for each sex; and
  - (d) sheltered eating areas.
- (2) (A Developer/Contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

**NOTE:**

- (1) Reference to the ACT in this document includes the CONSTRUCTION REGULATION.



**SALDANHA BAY MUNICIPALITY**

**APPOINTMENT OF DEVELOPER FOR THE DEVELOPMENT OF 95 MIDDLE INCOME  
HOUSING OPPORTUNITIES IN THE SALDANHA BAY MUNICIPAL AREA**

**PROPOSAL NO: SBM 09/22/23**

<p><b>6. FIGURES AND DRAWINGS</b></p>
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Reference Sketch Plan and Drawings Annexed

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<p><b>APPENDIX A</b></p> <p><b>MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY</b></p>
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