



BID NO: WMM LM 01/09/21/02 RTR

REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2)

(CIDB CATEGORY: 7 GB OR HIGHER)

PROCUREMENT DOCUMENT

Name of Bidder:

This Bid closes at 12h00 on Monday, 11 October 2021. Tender documents to be emailed back to tenders.scm@mbizana.gov.za. The successful bidder will be required to submit the original bid document

NO LATE SUBMISSIONS WILL BE CONSIDERED

BID AMOUNT R

Issued by:

Winnie Madikizela-Mandela Local Municipality
51 Winnie Madikizela Mandela Street,
Mbizana
4800

Contact Name: Mr L. Gwala
Telephone: (039) 251 0230

Prepared By:

VHB Associates
Suite No.1, Bisset House
48 Bisset Street
Port Shepstone
4240

Contact Name: Mr V. Bridglall
Telephone: (039) 032 0003

WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2)

BID No.: WMM LM 01/09/21/02 RTR

PROCUREMENT DOCUMENT

FOREWORD

This document consists of two distinct clusters, namely the BID and the CONTRACT.

The BID consists of two parts, namely:

- **B1: Bidding Procedures** to be complied with by every Bidder submitting a Bid offer; and
- **B2: Documents to be returned by the Bidder**, including the returnable schedules and forms to be completed by each Bidder, some of which will eventually be incorporated into the contract between the successful Bidder and the Employer.

The CONTRACT consists of five parts, namely:

- **C1: Contract Data and Agreements;**
- **C2: Pricing Data;**
- **C3: Scope of Work**
- **C4: Site Information;** and
- **C5: Annexures** (that may have a bearing on the contract).

Each part or volume is preceded by its own table of contents.

CONTRACT

CONTENT

B1 TENDER NOTICE AND INVITATION.....	BD 4
B2 RETURNABLE DOCUMENTS.....	BD 6
C1: AGREEMENTS AND CONTRACT DATA	
C1.1: FORM OF OFFER AND ACCEPTANCE	C 1
C1.2: CONTRACT DATA	C.5
C1.2.1: CONDITIONS OF CONTRACT.....	C.5
C1.2.2: CONTRACT DATA	C.18
C2: PRICING DATA	
C2.1: PRICING INSTRUCTIONS	C.28
C2.2: BILL OF QUANTITIES.....	C.31
	(1 to 56)
C3: SCOPE OF WORK	
C3.1: DESCRIPTION OF WORKS	C 73
C3.2: CONSTRUCTION	C 74
C 4: SITE INFORMATION	
C4.1: CONDITIONS ON SITE.....	C 76
C4.2: LOCALITY PLAN	C 77
C 5: ANNEXURES	
C5.1 HEALTH AND SAFETY	C 79
C5.2 DRAWINGS	C 116



CONTRACT NUMBER: WMM LM 01/09/21/02 RTR
REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2)
BID NO: WMM LM 01/09/21/02 RTR

Bids are hereby invited to Bid for Refurbishment of Mbizana Taxi Rank in Ward 01 (Phase 2) within Winnie Madikizela-Mandela Local Municipality as specified in the under-mentioned bid document. Bidders who are registered with the Construction Industry Development Board (CIDB) with a classification grading of 7 GB or higher, are eligible to submit a Bid and will be considered for award.

PUBLIC INVITATION

No.	PROJECT NAME	BID NUMBER	CIDB	COMPULSORY BRIEFING	Closing Date
1.	Upgrade of Bizana Taxi Rank Phase 2	WMM LM 01/09/21/02 RTR	7GB	17/09/2021 Live on Facebook @10h00	11/10/2021 @12h00

Tenders are hereby invited from suitable service providers for the above mentioned projects for Winnie Madikizela-Mandela Local Municipality. Tender Documents can be downloaded on e-tender portal website. (www.etenders.gov.za).

MANDATORY DOCUMENTS TO BE SUBMITTED, FAILURE TO DO SO WILL LEAD TO THE TENDER BEING REGARDED AS NON RESPONSIVE.

A Tax Clearance (Pin printout as provided by SARS), Proof of registration with central supplier database (CSD). Copy of company Registration/Founding Statement/CIPC Document. Certified B-BBEE certificate or a consolidated B-BBEE in the case of a joint venture (non-elimination item). Signed JV Agreement for Joint venture where applicable. Prices quoted must be firm and must be inclusive of VAT for vat vendors. Certified ID Copies of Managing Directors/ Owners. No couriered, faxed, incomplete and late tenders will be accepted. No bidders will be considered if not registered on the Central Supplier database (CSD). Winnie Madikizela-Mandela Local Municipality reserves the right not to appoint and value for money will be the key determinant. Winnie Madikizela-Mandela Local Municipal supply chain management policy will apply. **All MBD forms that are in the document must be completely filled.** Bidders must submit the tender document provided by the municipality (original document) A signed certificate by the bidder and proof certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other provider in respect of which payment is overdue more than 30 days. All the certified copies of documents must not be more than 6 months old. Winnie Madikizela-Mandela Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid. **Evaluation Criteria:** Pre-qualification criterion 100 points-Bidders should score 60 out of 100 to proceed to second stage. **Compulsory Briefing will be conducted Live on Winnie Madikizela-Mandela Local Municipality Facebook Page as per the above stated dates and time.**

Closing date: All Tenders must be emailed to tenders.scm@mbizana.gov.za by not later than 12h00 (as per the dates specified above) at which they will be opened. All tenders must be clearly marked "Name of the project and Reference number indicated above".

Enquiries: Technical enquiries are addressed to Mr. L. Gwala, Cell: 066 043 8195; Email: gwalal@mbizana.gov.za and SCM enquiries to Supply Chain Manager, Mr. Z Khala @ 079 886 0942; Email: khalaz@mbizana.gov.za.

Mr. L. Mahlaka
Municipal Manager

MBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR 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. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....

B2: RETURNABLE DOCUMENTS

TABLE OF CONTENT

B2.1: LIST OF RETURNABLE DOCUMENTS	BD.29
B2.2: RETURNABLE SCHEDULES AND FORMS	BD.30
B2.2.1: RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES (list of forms under B2.2.1)	BD.30
B2.2.2: PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL BE INCORPORATED INTO THE CONTRACT	BD.91
B2.2.3: PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER	BD.94

B2.1: LIST OF RETURNABLE DOCUMENTS

B2.1 LIST OF RETURNABLE DOCUMENTS

The Bid Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever

All the documents that will eventually form part of the contract are listed in the Bid Data. Returnable schedules and forms are included in B2.2 hereafter.

The list of returnable documents comprise the following:

tick ☒

1. RETURNABLE SCHEDULES AND OTHER DOCUMENTS REQUIRED FOR BID EVALUATION PURPOSES

- Details of Registration with CIDB ☐
- Certificate of Attendance at Site Meeting n/a
- Certificate of Authority for Signatory and Registration/ID ☐
- Bidder's Financial Standing ☐
- Copy of Cancelled Cheque for Company ☐
- Certified VAT Registration Certificate ☐
- Tax Clearance Certificate/Pin number ☐
- Skills Development Levy Certificate ☐
- Workmen's Compensation Registration Certificate ☐
- Schedule of Similar Work Undertaken ☐
- Compulsory Enterprise Questionnaire ☐
- Declaration of Interest ☐
- Company / CC / Trust / Partnership / registration certificates ☐
- Health and Safety Declaration ☐
- ID certificate(s) of all directors, members and/or shareholders ☐
- Joint Venture Agreement and Power of attorney in case of Joint Ventures ☐
- Form of intent by bank or insurance company to provide a performance guarantee ☐
- Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency ☐
- Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS (Joint Venture bidders must produce a combine B-BBEE status level verification) ☐
- CSD certificate ☐

Note: Bidder to tick off each box to ensure that the necessary schedules and documents have been filled in and are included into the Bid document.

B2.1: LIST OF RETURNABLE DOCUMENTS

B2.2 RETURNABLE SCHEDULES AND FORMS

B2.2.1 RETURNABLE SCHEDULES REQUIRED FOR BID EVALUATION PURPOSES.

- A CERTIFICATE OF ATTENDANCE AT SITE MEETING
- B COMPULSORY ENTERPRISE QUESTIONNAIRE
- C RECORD OF ADDENDA TO BID DOCUMENTS
- D CERTIFICATE OF AUTHORITY FOR SIGNATORY
- E PLANT AND EQUIPMENT
- F EXPERIENCE OF BIDDER
- G PRESENT COMMITMENTS
- H PROPOSED SUBCONTRACTORS
- I KEY PERSONNEL
- J CURRICULUM VITAE OF KEY PERSONNEL
- K PRELIMINARY PROGRAMME
- L AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES
- M CONTRACTOR'S HEALTH AND SAFETY PLAN AND DECLARATION
- N CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB
- O TAX CLEARANCE CERTIFICATE
- P BIDDER'S FINANCIAL STANDING
- Q FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- R DECLARATION OF INTEREST
- S CERTIFICATE OF INDEPENDENT BID DETERMINATION
- T RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE
- U PROOF OF PURCHASE OF BID DOCUMENTS.
- V COPY OF CANCELLED CHEQUE FOR COMPANY OR LETTER FROM THE BANK
- W SKILLS DEVELOPMENT LEVY CERTIFICATE
- X WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE (letter of good Standing)
- Y UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE
- Z FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE
- AA BBBEE CERTIFICATE
- AB CSD CERTIFICATE
- AC FINANCIALS – 3 YEARS

B2.1: LIST OF RETURNABLE DOCUMENTS

NOTE: The Bidder is required to complete each and every schedule and form listed above to the best of his ability as the evaluation of Bids and the eventual contract will be based on the information provided by the Bidder. Failure of a Bidder to complete the schedules and forms to the satisfaction of the Employer will inevitably prejudice the Bid and may lead to rejection on the grounds that the Bid is not responsive. The same applies to the Preferential Procurement Schedule in B2.2.2.

The following schedules and forms may or will be incorporated into the Contract:

- PLUS THE PREFERENTIAL PROCUREMENT SCHEDULE AND AFFIDAVIT IN B2.2.2

B2.1: LIST OF RETURNABLE DOCUMENTS

A. CERTIFICATE OF ATTENDANCE AT SITE MEETING

A Compulsory Briefing will be conducted Live on the Winnie Madikizela-Mandela Local Municipality Facebook page on the 17th of September 2021 from 10H00.

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

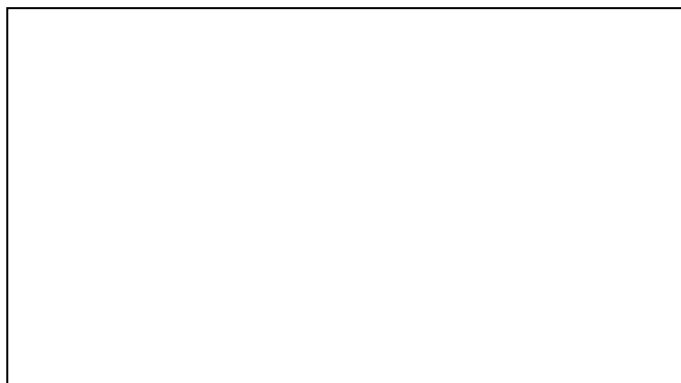
Name: Signature:

Capacity:

Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:

Name: Signature:

Capacity: Date and Time:



Municipal Date Stamp

B2.1: LIST OF RETURNABLE DOCUMENTS

B: 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 three partners.

Section 5. Particulars of companies and close corporations

Company registration number: _____

Close corporation number: _____

Tax reference number: _____

Section 6. Record in the service of the state

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

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

B2.1: LIST OF RETURNABLE DOCUMENTS

Name of sole proprietor, partner, directors, manager, principal shareholder or stakeholder	Name of institution, public offices, 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 sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Provinces | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

B2.1: LIST OF RETURNABLE DOCUMENTS

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

Name of spouse, child or parent	Name of institution, public offices, 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:

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

SIGNATURE: _____
 (of person authorised to sign on behalf of the Bidder)

Date: _____

Name: _____

Position: _____

Enterprise name: _____

B2.1: LIST OF RETURNABLE DOCUMENTS

C: RECORD OF ADDENDUM TO BID DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this Bid offer, amending the Bid documents, have been taken into account in this Bid offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		

SIGNATURE: DATE
(of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

D: CERTIFICATE OF AUTHORITY

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) 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 authorised to sign all documents in connection with
 this Bid and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as
hereby authorise Mr./Ms ,
 acting in the capacity of, to sign all
 documents in connection with the Bid for Contract No 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 whom rests the direction of the affairs of the Close Corporation as a whole.

B2.1: LIST OF RETURNABLE DOCUMENTS

(III) CERTIFICATE FOR PARTNERSHIP

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

.....

hereby authorise Mr./Ms ,

acting in the capacity of , to sign all documents in connection with the Bid for Contract No 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 whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

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

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

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

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

B2.1: LIST OF RETURABLE DOCUMENTS

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.....

2.....

Date:

B2.1: LIST OF RETURNABLE DOCUMENTS

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Important note to Bidder: Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in B2.1, must be inserted here]

B2.1: LIST OF RETURNABLE DOCUMENTS

E: PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our Bid is accepted.

Note: Each partner to a joint Venture is to provide the information required below with respect to his company's contribution to the plant and equipment resourcing of the Joint Venture.

- (a) **Details of major equipment that is owned by me / us and immediately available for this contract.**
(Copies of ownership documents for each machine owned are to be attached behind this page. Failure to do that will result in relevant points not being earned to this Bid during Bid evaluation)

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our Bid is accepted**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Bidder undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Bidder)

F: EXPERIENCE OF BIDDER

Reference letters filed and signed by the Clients showing their contact details and completion certificates to be included to claim functionality points. Failure to attach the said documents in the page may result in the Bidder not getting related points.

[illegible]

SIGNATURE: DATE

(of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

G: PRESENT COMMITMENTS

The following are list of contracts or Bids that I or we are currently committed to complete.

Employer and Contract Description	Contract Amount	Duration and Completion Date	Principal Agent

Signature:.....
(of person authorised to sign on behalf of the Bidder)

Date:

H: PROPOSED SUBCONTRACTORS

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

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	NATURE AND EXTENT OF WORK TO BE SUBCONTRACTED	PREVIOUS EXPERIENCE WITH SUBCONTRACTOR

(of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

I: **KEY PERSONNEL**

In terms of the Project Specification and the Conditions of Bid, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Bidder shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others:.....						

SIGNATURE: DATE
 (of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

J: CURRICULUM VITAE OF KEY PERSONNEL

SITE AGENT (<i>Qualifications Certificates are to be attached behind this page</i>)	
Name:	Date of birth:
Profession:	Citizenship:
Qualifications:	
Professional registration number:	
Name of employer (firm):	
Current position:	Years with firm:
Employment Record:	
Experience record relevant to required services:	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Date:.....

Signature:.....

The Bidder must countersign indicating agreement with the contents of this form.

Date:

Signature of Bidder:

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

Signature:

Signature of Bidder:

B2.1: LIST OF RETURNABLE DOCUMENTS

K: PRELIMINARY PROGRAMME

The Bidder shall detail below or attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Bid.

PROGRAMME

ACTIVITY	WEEKS / MONTHS													

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Bid Data]

SIGNATURE: DATE
 (of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

L: AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Bidder, desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts. as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

[Notes: (1) Amendments to the General and Special Conditions of Contract are not acceptable;
(2) The Bidder must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his Bid.

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

[Notes: (1) Individual alternative items that do not justify an alternative Bid, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the Bid.
(3) Alternative Bids involving technical modifications to the design of the works and methods of construction shall be treated separately from the main Bid offer.]

B2.1: LIST OF RETURNABLE DOCUMENTS

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Bidder must give full details of the discounts offered in a covering letter attached to his Bid, failing which, the offer will be prejudiced]

SIGNATURE: DATE

(of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

M: CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorised by the Bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I propose to achieve compliance with the Regulations by one of the following:
 - (a) From my own competent resources as detailed in 4(a) hereafter: ***Yes / No**
 - (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter: ***Yes / No**
 - (c) From outside sources by appointment of competent specialist subcontractors as detailed in 4(c) hereafter: ***Yes / No**(* = delete whatever is not applicable)
4. Details of resources I propose:

(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 6, and competent persons as defined in Regulations 7, 8, 10, 11, 12, 14, 15, 18, 21(1), 22, 26 and 27, as applicable to this contract)

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

B2.1: LIST OF RETURNABLE DOCUMENTS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

- (i) By whom will training be provided?
- (ii) When will training be undertaken?
- (iii) List the positions to be filled by persons to be trained or hired:
.....
.....
.....

(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:
.....
.....
.....

- 5. I hereby undertake, if my Bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, which plan shall be subject to approval by the Employer.
- 6. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Principal Agent, visitors, and officials and inspectors of the Department of Labour.
- 7. I hereby confirm that adequate provision has been made in my Bided rates and prices in the schedule of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, and that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations (Regulation 30) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
- 8. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my Bid will be prejudiced and may be rejected at the discretion of the Employer.

SIGNATURE: DATE
(of person authorised to sign on behalf of the Bidder)

B2.1: LIST OF RETURNABLE DOCUMENTS

CONTRACTOR'S SAFETY PLAN

[The Bidder shall attach to this page (or submit it separately) the Contractor's Health and Safety Plan as required in terms of Regulation 5 of the Occupational Health and Safety Act 1993 Construction Regulations 2003, and referred to in Form J and in B2.1]

B2.1: LIST OF RETURNABLE DOCUMENTS

N: PROOF OF CIDB REGISTRATION

[The Bidder shall attach hereto the Contractor's Proof of Registration with CIDB].

B2.1: LIST OF RETURNABLE DOCUMENTS

O: MLM / MBD 2 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

The Bidder is to attach an original Tax Clearance Certificate issued by the South African Revenue Service (SARS) to this page.

Each party to a Joint Venture must submit a separate original Tax Clearance Certificate issued by SARS.

Failure to submit original and valid Tax clearance Certificate may invalidate the Bid.

If company is a VAT vendor a copy of the VAT certificate must be inserted here, unless reflected in the Tax Clearance Certificate.

B2.1: LIST OF RETURNABLE DOCUMENTS

P: BIDDER'S FINANCIAL STANDING

In terms of Clause 9.2 of the Conditions of Bid the Employer may make inquiries to obtain a bank rating from the Bidder's bank.

To that end the Bidder must provide with his Bid a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the Bided amount within the specified time for completion.

However, should the Bidder be unable to provide a bank rating with his Bid, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

Telephone number: Facsimile number:

Name of contact person (*at bank*):

Failure to provide either the required bank details or a certified bank rating with his Bid, will lead to the conclusion that the Bidder does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the Bid submitted by the Bidder.

SIGNATURE: DATE
(*of person authorised to sign on behalf of the Bidder*)

B2.1: LIST OF RETURNABLE DOCUMENTS

Q: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so].

B2.1: LIST OF RETURNABLE DOCUMENTS

R: MLM / MBD 4 DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM 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.

² 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.

B2.1: LIST OF RETURNABLE DOCUMENTS

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

B2.1: LIST OF RETURNABLE DOCUMENTS

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM / MBD 5.1 CONTRACT FORM – PAST EXPERIENCE

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

EMPLOYER	NATURE OF WORK	VALUE OF WORK	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NO

DATE

SIGNATURE OF BIDDER

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM / MBD 5.2 CONTRACT FORM – PAST EXPERIENCE WITH WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY

Bidders must furnish hereunder details of similar works / service, which they have satisfactorily completed in the past. The information shall include a description of the works, the contract value and the name of the employer.

PREVIOUS AND / OR CURRENT PROJECTS UNDERTAKEN WITH MLM

PROJECT NAME	VALUE OF WORK	CONTRACT START DATE	ANTICIPATED / ACTUAL COMPLETION DATE

DATE

SIGNATURE OF BIDDER

B2.1: LIST OF RETURNABLE DOCUMENTS

**MLM / MBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

B2.1: LIST OF RETURNABLE DOCUMENTS

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B2.1: LIST OF RETURNABLE DOCUMENTS

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

B2.1: LIST OF RETURNABLE DOCUMENTS

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

B2.1: LIST OF RETURNABLE DOCUMENTS

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM /MBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

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

B2.1: LIST OF RETURNABLE DOCUMENTS

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

B2.1: LIST OF RETURNABLE DOCUMENTS

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

B2.1: LIST OF RETURNABLE DOCUMENTS

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

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

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

B2.1: LIST OF RETURNABLE DOCUMENTS

MBD 6.4

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2001
LOCAL CONTENT OF PRODUCTS

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 12(1) of the Preferential Procurement Regulations makes provision for the promotion of locally manufactured products within the preference point systems.

SPECIFIC GOALPOINTS ALLOCATED

The stimulation of the S.A economy by procuring locally Manufactured products.

2. Preference points may only be claimed for products, which will be manufactured (fabricated, processed or assembled), in the Republic of South Africa. In cases where production has not yet commenced at time of bid closure, evidence shall be produced that at the time of bid closure, the bidder was irrevocably committed to local production of the product.

3. "Local content" means that portion of the bid price, excluding Value Added Tax (VAT), which is not included in imported content, provided that local manufacture does take place.

4. "Imported content" means that portion of the bid price represented by the costs of components, parts or materials which have been or are still to be imported (whether by the bidder or his suppliers or sub-contractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duties, sales duties, or other similar taxes or duties at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies for which a bid has been submitted are manufactured.

5. BID INFORMATION

Bidders who wish to claim points in respect of this goal must furnish the information in paragraph 7 below.

6. POINTS CLAIMED

Indicate whether point(s) allocated for this goal is (are) claimed. Yes / No

7. INFORMATION WITH REGARD TO LOCAL MANUFACTURE

Indicate in the table below which product(s) [item number(s)] is/are manufactured locally against the % local content of each product / item in relation to the bid price (exclusive of VAT). Points claimed must be indicated in the "points claimed" column.

B2.1: LIST OF RETURNABLE DOCUMENTS

Percentage local content in relation to bid Price	Indicate item numbers	Points Allocated	Points Claimed
10 % - 30 %			
31 % - 60 %			
61 % or more			

8. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on the local content of the product(s) above, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser, in addition to any other remedy it may have -
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

WITNESSES:

1.

.....
SIGNATURE (S) OF BIDDER (S)

2.

DATE:

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM/MBD 7.1 CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;

- Tax clearance certificate;

- Pricing schedule(s);

- Technical Specification(s);

- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;

- Declaration of interest;

- Declaration of bidder's past SCM practices;

- Certificate of Independent Bid Determination;

- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

B2.1: LIST OF RETURNABLE DOCUMENTS

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM/MBD 7.2

CONTRACT FORM - RENDERING
OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

B2.1: LIST OF RETURNABLE DOCUMENTS

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1

2

DATE:

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM/MBD 7.3 CONTRACT FORM - SALE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the bidding documents.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

B2.1: LIST OF RETURNABLE DOCUMENTS

**CONTRACT FORM - SALE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE SELLER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the purchase of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. I undertake to make the goods/works available in accordance with the terms and conditions of the
contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM/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 Bid 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). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for BidDefaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for BidDefaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

B2.1: LIST OF RETURNABLE DOCUMENTS

Item	Question	Yes	No
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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

B2.1: LIST OF RETURNABLE DOCUMENTS

MLM/MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

B2.1: LIST OF RETURNABLE DOCUMENTS

S: 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 consortium³ 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;

B2.1: LIST OF RETURNABLE DOCUMENTS

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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

B2.1: LIST OF RETURNABLE DOCUMENTS

T: RATES AND MUNICIPAL SERVICES CLEARANCE CERTIFICATE

PAGE TO WHICH ANY OF THE FOLLOWING MUST BE ATTACHED

IN THE CASE WHERE:

**A. BIDDER AS LANDOWNER FOR PURPOSE
OF CONDUCTING BUSINESS FROM PREMISES**
option by ticking below

Please select the relevant

A.1 In the case where the Bidder owns the property from which the Bidder's business operates from, an original or certified copy of the Bidder's business most recent municipal account indicating the status of payment of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer from the Municipality in which jurisdiction the said property is situated, must be submitted.

☐

NB: Should there be **separate** tax invoices from the municipality for property rates and services (taxes), you are required to submit the most recent of each of these invoices.

☐

OR

**B. BIDDER IS THE TENANT FOR PURPOSE OF CONDUCTING
ITS BUSINESS FROM PREMISES**

B.1 In the case where the Bidder does not own property and is a tenant for the purpose of its business establishment, the Bidder to provide an original or certified copy of a certificate from it's landlord certifying that all the tenants payments in respect of all municipal rates and taxes i.e. property rates, electricity, water, refuse & sewer are paid up to date, or

☐

B.2 In the case where the Bidder as tenant is responsible for its own municipal accounts with the municipality then Bidder to provide an original or certified copy letter from the landlord certifying the above together with all most recent relevant municipal invoices i.e. property rates, electricity, water refuse & sewer.

☐

Failure to do so will lead to your Bid being non-responsive and will not be evaluated further.

Signed Date

Name Position

Enterprise
name

B2.1: LIST OF RETURNABLE DOCUMENTS

U : PROOF OF PURCHASE OF BID DOCUMENTS

[The Bidder shall insert here proof of purchase of the Bid documents in the form of an official receipt.]

B2.1: LIST OF RETURNABLE DOCUMENTS

V: COPY OF CANCELLED CHEQUE FOR BIDDER OR LETTER FROM THE BANK

[The Bidder shall insert here a copy of a cancelled cheque for a company or a letter from the Bank confirming the Bidder's banking details.]

B2.1: LIST OF RETURNABLE DOCUMENTS

W: SKILLS DEVELOPMENT LEVY CERTIFICATE

[The Bidder's Skills Development Levy Certificate to be inserted here].

B2.1: LIST OF RETURNABLE DOCUMENTS

X: WORKMEN'S COMPENSATION REGISTRATION CERTIFICATE

[The Bidder's Workmen's Compensation Registration Certificate or proof of payment of contributions to be inserted here].

B2.1: LIST OF RETURNABLE DOCUMENTS

Y : UNEMPLOYMENT INSURANCE FUND (UIF) REGISTRATION CERTIFICATE

[The Bidder's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here].

B2.1: LIST OF RETURNABLE DOCUMENTS

Z: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

[The Bidder must attach hereto a letter from the bank or institution. with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee forthwith upon award of the contract to this Bidder].

B2.1: LIST OF RETURNABLE DOCUMENTS

**BD.2.2.2 PREFERENTIAL PROCUREMENT SCHEDULES AND AFFIDAVIT THAT WILL
BE INCORPORATED INTO THE CONTRACT**

PREFERENTIAL PROCUREMENT DECLARATION AFFIDAVIT

IMPORTANT NOTES:

1. *Bidders with annual total revenue of R5 Million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.*
2. *Bidders other than Exempted Micro Enterprises must submit an Original or certified copy of a Valid B-BBEE status level verification certificate substantiating their B-BBEE rating.*
3. *Submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.*
4. *These certificates must be submitted by each Bidder and, in the case of a Consortium or Joint Venture, by every member of the Consortium or Joint Venture. Any subcontractor(s) nominated for participation in the contract must also submit these certificates.*
5. *False documents and/or information will invalidate the Bid.*
6. *The B-BBEE status level attained by the Bidder must be used to determine the number of points contemplated in the table below.*
7. *The said certificates are essential and vital for the evaluation of the Bid, and failure to submit these certificates will prejudice the Bid and may invalidate it at the discretion of the Employer.*
8. *The information for registration as in the possession of the WINNIE MADIKIZELA-MANDELA LOCAL MUNICIPALITY MUNICIPALITY will apply.*
9. *It is the Bidder's responsibility to ensure that the details as submitted to the Municipality are correct.*

B2.1: LIST OF RETURNABLE DOCUMENTS

AA: B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE

1. (Joint Venture bidders must produce a combine B-BBEE status level verification)

[The Bidder shall attach hereto a certified copy of the Contractor's Proof of B-BBEE status level verification].

B2.1: LIST OF RETURNABLE DOCUMENTS

AB: CENTRAL SUPPLIERS DATABASE REPORT

B2.1: LIST OF RETURNABLE DOCUMENTS

AC: FINANCIALS – 3 YEARS

B2.1: LIST OF RETURNABLE DOCUMENTS

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)

BALANCED SCORECARD 2:

(80/20 PREFERENCE POINT SYSTEM)

For competitive bids/price quotations with a Rand value under R50 000,000-00

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

B2.2.3 PRO FORMA FORMS TO BE COMPLETED BY SUCCESSFUL BIDDER

- PERFORMANCE GUARANTEE BD95
- PRO FORMA NOTIFICATION FORM IN TERMS OF OHSA 1993 CONSTRUCTION
REGULATIONS 2003.....BD 97

PERFORMANCE GUARANTEE

Employer: *(name and address)*.....

.....
.....

Contract No:

(Contract title)

WHEREAS

(hereinafter referred to as "the Employer") entered into, on the day of 20....,
a Contract with
(hereinafter called "the Contractor") for (*CONTRACT TITLE*)
..... at

AND WHEREAS it is provided by said Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfillment of the Contract by the Contractor;

AND WHEREAS(hereinafter referred to as the Guarantor)
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee to the Employer under renunciation of the benefits of division and excussion the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to me/us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
3. This guarantee shall remain in full force and effect until the issue of the Final Approval Certificate, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period

4. My/Our total liability in terms hereof shall be limited to the sum of R
(in words)
(10 % of the Bid sum) which amount I/we agree to hold at your disposal.

5. I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

6. I/We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

7. This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer.

IN WITNESS WHEREOF this guarantee has been executed by us aton this
..... day of20.....

Signature:

Duly authorized to sign on behalf of: (*Guarantor*)
.....

Address
.....

As witnesses:

1.

2.

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

[This form must be completed and forwarded, prior to commencement of work on site, by all Contractors that qualify in terms of Regulation 3 of the Construction Regulations 2003, to the office of the Department of Labour]

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
.....
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of Regulation 6(1): Telephone number:
.....
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6(2).
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:
13. Name(s) of subcontractors already chosen:
.....
.....

SIGNED BY:

CONTRACTOR:..... DATE:.....

CLIENT:..... DATE:.....

C1: AGREEMENTS AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT No.: WMM LM 01/09/21/02 RTR

REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2),

The Bidder, identified in the Offer Signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

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

The offered total of the prices inclusive of Value Added Tax is:

R (In words.),
.....),

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

Signature: (of person authorized to sign the Bid):

Name: (of signatory in capitals):

Capacity: (of Signatory):

Name of Bidder: (organisation):

Address:
.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: (in capitals):

Date:

[Failure of a Bidder to sign this form will invalidate the Bid]

B. ACCEPTANCE

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

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Bidder shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*)

Address:

.....

Witness:

Signature: **Name:**

Date:

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Bid documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

- 1. Subject:**
Details:
.....
- 2. Subject:**
Details:
.....
- 3. Subject:**
Details:
.....
- 4. Subject:**
Details:
.....
- 5. Subject:**
Details:
.....
- 6. Subject:**
Details:
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

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

FOR THE BIDDER:

Signature:

Name:

Capacity:

Bidder: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: *(Name and address of organisation)*

.....

Witness:

Signature:

Name:

Date:

C1.2: CONTRACT DATA

C1.2.1: STANDARD CONDITIONS OF CONTRACT

The Conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB *Standard for Uniformity in Construction Procurement*, and as *Annexure F* of the CIDB *Standardized Construction Procurement Documents for Engineering and Construction Works (28 May 2010)*. This document is obtainable separately. Bidders shall obtain their own copies.

The Bid Data make several references to the Standard Conditions of Bid for details that apply specifically to this Bid. The Bid Data shall have preference in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the Standard Conditions of Bid to which it mainly applies.

Clause No.

F.1.1 GENERAL

F.1.1 Actions

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

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

Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of the person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the bid or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

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

F.1.2 Bid documents

The documents issued by the Employer for the purpose of a Bid offer are listed in the Bid Data.

F.1.3 Interpretation

F.1.3.1 The Bid Data and additional requirements contained in the Bid schedules that are included in the returnable documents are deemed to be part of the Conditions of Bid.

F.1.3.2 These Conditions of Bid, the Bid Data and Bid schedules which are only required for Bid evaluation purposes, will not form part of any contract arising from the invitation to Bid.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

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

F.1.4 Communication and Employer's agent

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

F.1.5 The Employer's right to accept or reject any Bid offer

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

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

F.1.6 Procurement Procedures

F.1.6.1 General

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

F.1.6.2 Competitive Negotiation Procedure

- F.1.6.2.1** Where the bid data require that the competitive negotiation procedure is to be followed, bidders shall submit bid offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the Employer shall announce only the names of the bidders who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive positions of bidders shall not apply.
- F.1.6.2.2** All responsive bidders, or not less than three responsive bidders that are highest ranked in terms of the evaluation method and evaluation criteria stated in the data, shall be invited in each round to enter the competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the Employer may request that bids be clarified, specified and fine-tuned in order to improve a bidder's competitive position provided that such clarification, specification, fine-tuning and additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- F.1.6.2.3** At the conclusion of each round of negotiations, bidders shall be invited by the Employer to make a fresh bid offer, based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.
- F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after bidders have been requested to submit their best and final offer.
- F.1.6.3** Proposal Procedure using two stage system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

- F.1.6.3.2.1** Bidders shall submit in the first stage only technical proposals. The Employer shall invite all responsive bidders to submit bid offers in the second stage, following the issuing of procurement documents.
- F.1.6.3.2.2.** The Employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the bid data, and award the contract in terms of these conditions of bid.

F.2 BIDDER'S OBLIGATIONS

The Bidder shall comply with the obligations hereafter:

F.2.1 Eligibility

- F.2.1.1** Submit a Bid offer only if the Bidder satisfies the criteria stated in the Bid Data and if the Bidder, or any of his principals, is not under any restriction to do business with the Employer.
- F.2.1.2** Notify the Employer of any proposed material change in the capabilities or formation of the Bidding entity (or both) or any other criteria which formed part of the qualifying requirements used by the Employer as the basis in a prior process to invite the bidder to submit a bid offer and obtain the Employer's written approval prior to do so prior to the closing time of bids.

F.2.2 Cost of Bidding

Accept that the Employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Bid Offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the Bid. He shall use and copy the documents issued by the Employer only for the purpose of preparing and submitting a Bid Offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a Bid Offer, copies of the latest versions of Standards, Specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the Bid documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the Bid documents, which the Employer may issue, and if necessary apply for an extension to the closing time stated in the Bid Data if necessitated as a result of the addenda.

F.2.7 Site visit and clarification meeting

Attend the compulsory site visit and clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting are stated in the Bid Data.

F.2.8 Seek clarification

Request clarification of the Bid documents, if necessary, by notifying the Employer at least five working days before the closing time for submission of Bids stated in the Bid Data.

F.2.9 Insurance

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

F.2.10 Pricing the Bid Offer

F.2.10.1 Include in the rates, prices, and the Bided total of the prices all duties, taxes, except value-added tax (VAT), and other levies payable by the successful Bidder, such duties, taxes and levies being those applicable 14 days before the closing time for submission of Bids stated in the Bid Data.

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

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

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Bid Data. The Conditions of Contract identified in the Contract Data may provide for part payment in other currencies.

F.2.11 Alterations to documents

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

F.2.12 Alternative Bid Offers (All specifications to be kept even if there is alternative bid)

F.2.12.1 Submit alternative Bid Offers only if a main Bid Offer, strictly in accordance with all the requirements of the Bid documents, is also submitted. The alternative Bid Offer is to be submitted with the main Bid Offer together with a schedule that compares the requirements of the Bid documents with the alternative requirements the Bidder proposes.

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

F.2.12.3 Accept that an alternative Bid offer may be based only on the criteria stated in the Bid Data or criteria otherwise acceptable to the Employer.

F.2.13 Submitting a Bid Offer

F.2.13.1 Submit a Bid Offer to only, either as a single Bidding entity or as a member in joint venture, provide the whole of the works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

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

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

F.2.13.4 Sign the original (and all copies, if applicable) of the Bid Offer where required in terms of the Bid Data. The Employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatory is the lead partner whom the Employer shall hold liable for the purpose of the Bid Offer.

F.2.13.5 Seal the original (and each copy, if applicable) of the Bid Offer as separate packages marking the packages as "ORIGINAL" and "COPY"(2 copies). Each package shall state on the outside the Employer's address and identification details stated in the Bid Data, as well as the Bidder's name and contact address.

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

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

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

F.2.13.9 Accept that bid offers submitted by facsimile or email will be rejected by the Employer, unless stated otherwise in the bid data.

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

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

F.2.15 Closing time

F.2.15.1 Ensure that the Employer receives the Bid Offer at the address specified in the Bid Data not later than the closing time stated in the Bid Data. Proof of posting shall not be accepted as proof of delivery. The Employer will not accept Bid Offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Bid Data.

F.2.15.2 Accept that, if the Employer extends the closing time stated in the Bid Data for any reason, the requirements of the Conditions Bid apply equally to the extended deadline.

F.2.16 Bid Offer validity

F.2.16.1 Hold the Bid Offer(s) valid for acceptance by the Employer at any time during the validity period stated in the Bid Data after the closing time stated in the Bid Data.

F.2.16.2 If requested by the Employer, consider extending the validity period stated in the Bid Data for an agreed additional period.

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

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

F.2.17 Clarification of Bid Offer after submission

Provide clarification of a Bid Offer in response to a request to do so from the Employer during the evaluation of Bid Offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the Bid Offer should be sought, offered, or permitted. The total of the prices stated by the Bidder shall be binding upon the Bidder.

F.2.18 Provide other material

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

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

F.2.19 Inspections, tests and analyses

Provide access during working hours to premises for inspections, tests and analyses as provided for the in the Bid Data.

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

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

F.2.21 Check final draft

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

F.2.22 Return of other Bid documents

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

F.2.23 Certificates

Include in the Bid submission or provide the Employer with any certificates as stated in the Bid Data.

F.3 EMPLOYER'S UNDERTAKINGS

The Employer undertakes to:

F.3.1 Respond to clarification

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

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

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

F.3.2 Issue addenda

If necessary, issue addenda, which may amend or amplify the Bid documents, to each Bidder during the period from the date of the Bid Notice until 7 days before the Bid closing time stated in the Bid Data. If, as a result of the issuing of addenda, a Bidder applied for an extension to the closing time stated in the Bid Data, the Employer may grant such extension and shall then notify all Bidders who drew documents.

F.3.3 Return late Bid Offers

Return Bid Offers received after the closing time stated in the Bid Data, unopened (unless it is necessary to open a Bid submission to obtain a forwarding address), to the Bidder concerned.

F.3.4 Opening of Bid submissions

- F.3.4.1 Unless the two-envelope system is to be followed, open valid Bid submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data. Bid submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- F.3.4.2 Announce at the public meeting held immediately after the opening of Bid submissions, at a venue indicated in the Bid Data, the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main Bid offer only.
- F.3.4.3 Make available the name of each Bidder whose Bid Offer is opened, the total of his prices, preferences claimed, if applicable, and time for completion (if any) for the main Bid Offer only.

F.3.5 Two-envelope system

- F.3.5.1 Where stated in the Bid Data that a two-envelope system is to be followed, open only the technical proposal of valid Bids in the presence of Bidders' agents who choose to attend at the time and place stated in the Bid Data and announce the name of each Bidder whose technical proposal is opened.
- F.3.5.2 Evaluate the quality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders who score in the quality evaluation more than the minimum number of points for quality stated in the Bid Data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

- F.3.8.1 Determine, on opening and before detailed evaluation, whether each Bid Offer properly received:
- (a) complies with the requirements of the Conditions of Bid;
 - (b) has been properly and fully completed and signed, and
 - (c) is responsive to the other requirements of the Bid documents.
- F.3.8.2 Regard a responsive Bid as one that conforms to all the items, conditions, and specifications of the Bid documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would
- (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work;
 - (b) change the Employer's or the Bidder's risks and responsibilities under the contract, or

-
- (c) affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.

F.3.8.3 Reject a non-responsive Bid Offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1. Check responsive Bid Offers for arithmetical errors between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked bid or Bidder with the highest number of bid evaluation points after the evaluation of bids in accordance with F.3.11 for:

- (d) The gross misplacement of the decimal point in the unit rate,
- (e) Omissions made in completing the pricing schedule or bills of quantities or
- (f) Arithmetic errors in
 - Line item totals resulting from the product of unit rate and a quantity in bills of quantities or schedule of prices; or
 - The summation of the prices.

F3.9.2 Notify the bidders of all errors or omissions that are identified in the bid offer and invite the bidder to either confirm the bid offer as bided or accept the corrected total of prices.

F.3.9.3 Where the bidder elects to confirm the bid offer as bided, correcting them in the following manner:

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

Consider the rejection of a Bid Offer if the Bidder does not correct or accept the correction of his arithmetical errors in the manner described in above.

F.3.10 Clarification of a Bid Offer

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Bid Offer.

F.3.11 Evaluation of Bid Offers

F.3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive Bid Offer to a comparative offer and evaluate it using the Bid evaluation methods that are indicated in the Bid Data and described as methods 1, 2, 3 and 4.

F.3.11.2 **Method 1: In the case of a Financial Offer:**

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

F.3.11.3 Method 2: In the case of a Financial Offer and Preferences:

In the case of a financial offer and preferences:

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

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of bid evaluation points awarded for preferences claimed in accordance with F.3.11.8.

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

F.3.11.4 Method 3: In the case of a Financial Offer and Quality:

In the case of a financial offer and quality:

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

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of bid evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of bid evaluation points awarded for quality offered in accordance with F.3.11.9.

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

F.3.11.5 Method 4: In the case of a Financial Offer, Quality and Preferences:

- (a) Score quality, rejecting all Bid Offers that fail to score the minimum number of points for quality stated in the Bid Data, if any.
- (b) Score Bid evaluation points for each financial offer.
- (c) Confirm that Bidders are eligible for the preferences claimed and, if so, score Bid evaluation points for preferencing.
- (d) Calculate total Bid evaluation points.

- (e) Rank Bid Offers from the highest number of Bid evaluation points to the lowest.
 (f) Recommend the Bidder with the highest number of Bid evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

F.3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring financial offers

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

$$Nfo = W1 \times A$$

Where Nfo = is the number of Bid evaluation points awarded for the financial offer;

W1 = is the maximum possible number of Bid evaluation points awarded for the financial offer as stated in the Bid Data;

A = is the number calculated using the formula and option described in table below as stated in the Bid data.

FORMULAE FOR THE VALUE OF A

FORMULA	BASIS FOR COMPARISON	VALUE OF "A"	
		Option 1	Option 2
1	Highest price or discount	$[1+(P-Pm) / Pm]$	P/Pm
2	Lowest price or percentage commission/fee	$[1-(P-Pm) / Pm]$	Pm/P

Pm = is the comparative offer which is the most favorable

P = is the comparative offer of the Bid under consideration

F.3.11.8 Scoring of points for B-BBEE status level Contributor

Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	14
5	4	12
6	3	8
7	2	6
8	1	4
Non-compliant contributor	0	0

A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of 10 points for B-BBEE.

F.3.11.9 Scoring quality

Score quality in each of the categories in accordance with the Bid Data and calculate the goal score for quality.

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

$$N_o = W_2 \times S_o / M_s$$

Where S_o is the score for quality allocated to the submission under consideration
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of bid evaluation points awarded for the quality as stated in the bid data

F.3.12 **Insurance provided by the Employer**

If requested by the proposed successful Bidder, submit for the Bidder's information the policies or certificates of insurance (or both) which the Conditions of Contract identified in the Contract Data require the Employer to provide.

F.3.13 **Acceptance of Bid Offer**

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

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

F.3.13.2 Notify the successful Bidder of the Employer's acceptance of his Bid Offer by completing and returning one copy of the Form of Offer and Acceptance before the expiry of the validity period stated in the Bid Data, or agreed additional period. Provided that the Form of Offer and Acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the Employer and the successful Bidder as described in the Form of Offer and Acceptance.

F.3.14 **Notice to unsuccessful Bidders**

After the successful Bidder has acknowledged the Employer's notice of acceptance, notify other Bidders that their Bid Offers have not been accepted.

F.3.15 **Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the Employer as part of the Bid documents to take account of:

- (a) addendum issued during the Bid period;
- (b) inclusion of some of the returnable documents;
- (c) other revisions agreed between the Employer and the successful Bidder, and
- (d) the Schedule of Deviations attached to the Form of Offer and Acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Bidder for acceptance as soon as possible after the date of the Employer's signing of the Form of Offer and Acceptance (including the Schedule of Deviations, if any). Only those documents that the Conditions of Bid require the Bidder to submit, after acceptance by the Employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 Provide copies of the contracts

Provide to the successful Bidder the number of copies stated in the Bid Data of the signed copy of the Contract as soon as possible after completion and signing of the Form of Offer and Acceptance.

F.3.19 Provide written reasons for actions taken

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

C 1.2.2: CONTRACT DATA

1. GENERAL

The Bid Data shall be read with the Standard Conditions of Bid in order to expand on the Bidder's obligations and the Employer's undertakings in administering the Bid process in respect of the project under consideration.

The Bid Data hereafter shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid.

Each item of Bid Data given below is cross-referenced to the relevant clause in the standard Conditions of Bid.

Clause No.

F.1.1 The Employer is Winnie Madikizela-Mandela Local Municipality.

F.1.2 Bid Document

(a) The Bid Document issued by the employer consists of the following:

BID

B1: Bidding Procedures

- B1.1: Bid Notice and Invitation to Bid
- B1.2: Bid Data

B2: Returnable Documents

- B2.1: List of Returnable Documents
- B2.2: Returnable schedules and forms

CONTRACT

Part 1: Agreements and Contract Data

- C1.1: Form of Offer and Acceptance
- C1.2: Contract Data
- C1.3: Form of Guarantee
- C1.4: Agreement with adjudicator
- C1.5: Agreement in terms of the OHSA No 85 of 1993
- C1.6: Agreement in terms of the Occupational Health and Safety Act No. 85 of 1993

Part 2: Pricing Data

- C2.1: Pricing Instructions
- C2.2: Bill of Quantities

Part 3: Scope of Work

- C3: Scope of Work

Part 4: Project Specification

Part 5: Particular Specification

Part 6: Site Information

- C6: Site information

Part 7: Annexures

- C7: Annexures

(b) Drawings.

- (c) **JBC CPRINCIPAL BUILDING AGREEMENT (Edition 6.1 of March 2014)** This document is obtainable separately, and Bidders shall obtain their own copies.
- (d) **The Model Preambles of Trades as recommended and published by the Association of South African Quantity Surveyors edition 1999**
- (e) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).** This document is obtainable separately, and Bidders shall obtain their own copies.
- (f) In addition Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
- (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Notice No 692 of 9 June 2004,
 - ii) SANS 1921:2004 Construction and Management
 - Part 1: General Engineering and Construction Works;
 - Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor;
 - iii) BOARD NOTICE 86 OF 2010, CIDB, STANDARD FOR UNIFORMITY IN CONSTRUCTION PROCUREMENT May 2010

The Bid Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Bid Notice, upon payment of the deposit stated in the Bid Notice.

F.1.4

The Employer's agent is:

Name : VHB Associates
Address : Suite 1 Bisset House, 48 Bisset Street, Port Shepstone 4240
Tel. : 039 032 0003 Fax: 086 577 7713
Contact Person: Vinodh Bridglall
e-mail address : vhb@vhbassociates.co.za

F.2.1

Eligibility

A Bidder will not be eligible to submit a Bid if:

- (a) the Contractor submitting the Bid is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Bidder does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Bidder does not comply with the legal requirements stated in the Employer's procurement policy;

- (e) The Bidder cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (f) The Bidder cannot provide proof that he is in good standing with respect to duties, taxes and contributions required in terms of legislation applicable to the work in the contract.

Only those Bidders who are registered with the Construction Industry Development Board in a contractor-grading equal to a contractor grading designation 6 GB OR HIGHER as defined in the Regulations (June 2004), in terms of the CIDB Act No 38 of 2000, are eligible to submit Bids for this contract.

Joint ventures are eligible to submit Bids provided that:

- (g) every member of the joint venture is registered with the CIDB;
- (h) The combined contractor grading designation calculated in accordance with the Construction Industry Board Regulations is equal to or higher than a contractor grading designation stated above.

F.2.7 Site visit and Clarification

A Compulsory Briefing will be conducted Live on the Winnie Madikizela-Mandela Local Municipality Facebook page on the 17TH of September 2021 from 10H00

F.2.12 Alternative Bids (Same specification to be used)

If a Bidder wishes to submit an alternative Bid offer, the only criteria permitted for such an alternative Bid offer are:

- (a) Individual items
Individual items offered as alternatives to items in the Bill of Quantities will only be considered if listed and priced in Form L: *Amendments, Qualifications and Alternatives* in Part 2 of the Contract Document, accompanied by a detailed statement as necessary.
- (b) Alternative designs
Where a Bidder desires to submit alternative Bid involving modifications to the design or method of construction that would alter the character of the Bid, the following procedure must be observed:
 - (i) The alternative offer must be accompanied by supporting information, drawings, calculations and a priced alternative Bill of Quantities to enable its technical acceptability, construction time and price to be fully assessed. Such information, drawings and Bill of Quantities must be sufficient for proper evaluation of the Bided alternative, otherwise the offer will not be considered;
 - (ii) Any alternative Bid involving modifications to design will be assessed on its merits and may be accepted. An accepted alternative design will become the design for the purpose of the contract.
 - (iii) If an alternative design with its priced Bill of Quantities has been accepted, the sum thus Bided for the alternative will not be subject to re-measurement and will be the final amount payable to the Contractor, except only for variations

arising from:

- Changes in design parameters ordered by the Principal Agent;
 - Changes not arising from any failure or fault of the Contractor, but from modifications requested by the Principal Agent.
- (iv) A decision whether or not to adopt a technically acceptable modified design will be governed by the amount of the overall saving and the advantages to the Employer which the modified design can be reliably expected to achieve. Matters to be considered in arriving at the overall saving will include the effect of any deferment in starting date arising from extra time needed for the preparation of an amended contract for signature.
- (v) The Bidder will be liable for all costs necessary for the Principal Agent to check the alternative design offered

F.2.13 Submitting a Bid Offer

F.2.13.1 Bid Offer to provide the whole works, services or supply identified in the Contract Data, unless stated otherwise in the Bid Data.

F.2.13.3 Bid offers shall be submitted as an original only.

F.2.13.5 Delivery of Bid

All tenders must be emailed to tenders.scm@mbizana.gov.za by no later than 12H00 on the 11th of October 2021 after which they will be opened. All tenders must be clearly marked the Name of the project and Reference number indicated above.

Identification details: **REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2)**

Contract No.: WMM LM 01/09/21/02 RTR

F. 2.15 Closing Time

The closing time for submission of Bid Offers is **12h00, on 11 October 2021**

Telephonic, telegraphic, telex or electronic Bids will not be accepted.

F. 2.16 Bid validity

The Bid Offer validity period is 120 days from the closing time for submission of Bids.

F.2.19 Inspection, tests and analysis

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Bid Documents

Not applicable.

F.2.23 Certificates

The following certificates must be provided with the Bid:

1. Company / CC / Trust / Partnership registration certificates
2. ID certificate(s) of all directors, members and/or shareholders
3. An original valid Tax clearance issued by the South African Revenue Services
4. VAT Registration Certificate

5. Workmen's Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993)
6. Skills Development Levy Certificate
7. Joint venture agreement and power of attorney in case of joint ventures.
8. Contractors CIDB registration certificate.
9. Exempted Micro Enterprises (EMEs) must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency.
10. Originally certified copy of a Valid B-BBEE status level verification certificate issued by a verification agency accredited by SANAS (Joint Venture bidders must produce a combine B-BBEE status level verification)
11. Contractor's Health and Safety Declaration

F.3.4 Opening of Bid Submissions

The time and location for opening of the Bid offers are:

Time: **12:00** Date: **Monday, 11 October 2021**

All tenders must be emailed to tenders.scm@mbizana.gov.za

All tenders must be clearly marked the Name of the project and Reference number indicated above.

F.3.11 Evaluation of Bid Offers

- F.3.11.1 The procedure for evaluation of responsive Bid Offers will be Method 4: Financial Offer, Quality and Preferences.

Evaluation will be done using a two stage process in terms of National Treasury Circular No. 53. The procedure to be used for the allocation of points of responsive bids will be Method 4 with the 80/20 Preference Point System. Bids shall be scored for quality on stage one only to pre-qualify bids and only those bids that meet the specified minimum 60% total score for quality shall be considered further on stage two where they will then be evaluated on the basis of the 80/20 Preference Points System.

F.3.11.5 Method 4: Financial Offer, Quality and Preferences

The score for quality will be calculated based on the assessment of the submitted returnables and as per the score card below.

The score for quality is to be calculated using the following formula:

$$Wq = W2 \times So / Ms$$

where:

W2 is the percentage score given to quality and equals 100

So is the score for quality allocated to the submission under consideration

Ms is the maximum possible score for quality in respect to the submission, which equals 60.

The evaluation criteria for quality must comprise of the details as per the table below:-

Experience of the Bidder applicable to the past five (5) years (Name of traceable references with contact details to be included for verification). Bidders to submit a letter of appointment and practical or final completion certificate.	Five or more completed (general building) projects to the value of ten million rand (R10 million) and above.	50	Letter of Appointment & Practical or Final Completion Certificate
	Four completed (general building) projects to the value of ten million rand (R10 million) and above.	40	Letter of Appointment & Practical or Final Completion Certificate
	Three completed (general building) projects to the value of ten million rand (R10 million) and above.	30	Letter of Appointment & Practical or Final Completion Certificate
	Two completed (general building) projects to the value of five million rand (R5 million) and above.	20	Letter of Appointment & Practical or Final Completion Certificate
	One completed (general building) projects to the value of ten million rand (R10 million) and above.	10	Letter of Appointment & Practical or Final Completion Certificate
Qualifications and experience of Site Agent	A tertiary qualification in the built environment (Civil or Structural Engineering, Building, Architecture, Construction Management and Project Management) and 5 years or more traceable experience in general building works projects	15	Certified Copy of Qualification and Curriculum Vitae to be attached
	A tertiary qualification in the built environment (Civil or Structural Engineering, Building, Architecture, Construction Management and Project Management) and 4 years traceable experience in general building works projects	10	Certified Copy of Qualification and Curriculum Vitae to be attached
	A tertiary qualification in the built environment (Civil or Structural Engineering, Building, Architecture, Construction Management and Project Management) and 3 years or less traceable experience in general building works projects	8	Certified Copy of Qualification and Curriculum Vitae to be attached

	No qualification and 5 years or more experience in general building works projects	5	Certified Copy of Qualification and Curriculum Vitae to be attached
	No qualification and 4 years or less experience in general building works projects	2	Certified Copy of Qualification and Curriculum Vitae to be attached
Qualifications and experience of Foreman	A Certificate in the Built Environment profession (Bricklaying, Carpentry, etc.) and/or 10 years or more traceable experience in general building works projects	20	Certified Copy of Qualification and Curriculum Vitae to be attached
	A Certificate in the Built Environment profession (Bricklaying, Carpentry, etc.) and/or 5 years or more traceable experience in general building works projects	16	Certified Copy of Qualification (where applicable) and Curriculum Vitae to be attached
	A Certificate in the Built Environment profession (Bricklaying, Carpentry, etc.) and/or 4 years traceable experience in general building works projects	12	Certified Copy of Qualification and Curriculum Vitae to be attached
	A Certificate in the Built Environment profession (Bricklaying, Carpentry, etc.) and/or 3 years traceable experience in general building works projects	8	Certified Copy of Qualification and Curriculum Vitae to be attached
	A Certificate in the Built Environment profession (Bricklaying, Carpentry, etc.) and/or 2 years or less traceable experience in general building works projects	2	Certified Copy of Qualification and Curriculum Vitae to be attached
Financial Resources (Bank Rating)	Bank Rating A – Undoubted for the amount of enquiry	15	Tenderers are to submit a copy of their bank rating which is signed and stamped by the bank with contact details for verification of bank rating submitted.

	Bank Rating B – Good for the amount of enquiry	12	Tenderers are to submit a copy of their bank rating which is signed and stamped by the bank with contact details for verification of bank rating submitted.
	Bank Rating C – Good for the amount quoted if applied strictly in the way of business	10	Tenderers are to submit a copy of their bank rating which is signed and stamped by the bank with contact details for verification of bank rating submitted.
	Bank Rating D – Fair trade for the amount of enquiry	6	Tenderers are to submit a copy of their bank rating which is signed and stamped by the bank with contact details for verification of bank rating submitted.
	Bank Rating E – Figures considered too high Bank Rating F – Financial Position Unknown Bank Rating G – Dishonour on records Bank Rating H – Frequently Dishonoured	0	Tenderers are to submit a copy of their bank rating which is signed and stamped by the bank with contact details for verification of bank rating submitted.

Criteria	Possible Full Points
Experience of the bidder applicable to the past five (5) years to value of R10 million and more	50
Qualifications and experience of Site Agent	15
Qualifications and experience of Foreman	20
Financial Resources (Bank Rating)	15
Total Possible Points	100

Tenderers that score less than 60% of the points will *not* be considered further.

NB: Bidders are required to submit supporting documents to score full point

- a) Bidders qualifying on (a) above will be further evaluated using the following procedure for the evaluation of responsive Bids (Price and preferences). The weighting of Bid price and preferences of the Bidder will be done by way of a point system:

For Contracts exceeding a point value of R 50 000 000-00

- 90 points are assigned to price; and
- 10 points are assigned to preferences.

For Contracts not exceeding a potential value of R 50 000 000-00

- 80 points are assigned to price; and
- 20 points are assigned to preferences.

The total points for Price and preferences must add up to 100 points. The financial offer will be scored using formula:

The financial offer will be scored in terms of Formula 2, Option 2 of SANS 294: 2004, which reads as follows (refer to clause F.3.11.6.1):

$$Nfo = W1 \times Pm/P$$

Where:

- Nfo = number of Bid evaluation points awarded for the financial offer;
- W1 = 90 points for rand value over R 50 000 000-00;
- Pm = the rand value of the lowest comparative offer;
- P = the rand value of the Bid Offer under consideration.

b) Scoring Preferences

The Bidder is required to submit a BEE Verification Certificate in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009 (see Returnable Schedule L). See also www.sanas.co.za for details of accredited Verification Agencies.

Up to 10 Bid evaluation points will be awarded to Bidders who submit responsive Bids and who are found to be eligible for the preference claimed. Points are based on a Bidder's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (B-BBEE, Act 53 of 2003) and the Regulations (2009) to the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000).

Points awarded will be according to a Bidder's B-BBEE status level of contributor and summarised in the table below:

Table F.2: Preference Points based on B-BBEE status level of contributor

Status Level of contributor	Scorecard	Preference Points based on scorecard (90/10 System)	Preference Points based on scorecard (80/20 System)
1	≥ 100 points	10	20
2	≥ 85 but < 100 points	9	18
3	≥ 75 but < 85 points	8	16
4	≥ 65 but < 75 points	5	12
5	≥ 55 but < 65 points	4	8
6	≥ 45 but < 55 points	3	6
7	≥ 40 but < 45 points	2	4
8	≥ 30 but < 40 points	1	2
Non-compliant Contributor	< 30 points	0	0

Eligibility for preference points is subject to the following conditions:

- A Bidder's scorecard shall be based on the Construction Sector Codes of Practice promulgated in Government Gazette 32305 of 5 June 2009; and
- The scorecard shall be submitted as a certificate attached to Returnable Schedule L;
- The certificate shall have been issued by a registered verification agency accredited by the South African National Accreditation System (SANAS), as contemplated in the B-BBEE Framework for Accreditation and Verification by all Verification Agencies promulgated in Government Notice 810 of 31 July 2009; and

- d) The date of issue of the certificate must be less than 12 (twelve) months prior to the advertised Bid closing date (see Bid Data F.2.15); and
- e) Compliance with any other information requested to be attached to Returnable Schedule L.

Total Scores for Financial and Preference

The points scored for a Bidder in respect of Price must be added to the points scored for the B-BBEE preferences. Only the Bid with the highest number of points may be selected, except in those instances identified in the SCM Policy Framework of the Client.

F.3.12 Acceptance of Bid Offer

F.3.12.1 Bid offers will only be accepted on condition that:

- (a) The Bid offer is signed by a person authorised to sign on behalf of the Bidder;
- (b) A price is entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "indicated" or "provided elsewhere" is entered will deem the Bid invalid.
- (b) A valid original Tax Clearance Certificate is included with his Bid;
- (c) Bidder's declaration of compliance with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003, filled in and signed by the authorized person, is included with his Bid submission;
- (d) A Bidder who submitted a Bid as a Joint Venture has included an acceptable Joint Venture Agreement with his Bid;
- (e) The Bidder or a competent authorised representative of the Contractor who submitted the Bid has attended the compulsory clarification meeting or site inspection;
- (f) The Contractor who submits the Bid has been registered with the Construction Industry Development Board in accordance with the Construction Industry Development Board Act No. 38 of 2000 and the Regulations 2003 promulgated in terms of the Act, or if the Contractor can submit proof or evidence that he will be able to register within 10 days of the closing date for submission of Bids.
- (g) A Compulsory enterprise questionnaire, filled in and signed by the authorized person, is included with his Bid submission;
- (h) The Bidder is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges
- (i) The Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- (j) The Bidder has not:
 - (i) Abused the Employer's Supply Chain Management System; or
 - (ii) Failed to perform on any previous contract and has been given a written notice to this effect.

F.3.13 Copies of Contract

The number of paper copies of the signed contract to be provided by the Employer is O

C2.1 PRICING INSTRUCTIONS

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1 GENERAL

- 1.1 The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
- 1.2 The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective bidders to price for all eventualities.

2 Error! Reference source not found.

- 2.1 Priced items are deemed to include all costs, overheads and profit. The **principal agent** may instruct the **contractor** to adjust prices which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies. Such adjustments shall be effected to the approval of the **principal agent** and shall not change the **contract sum**.
- 2.2 It will be assumed that prices included in the Error! Reference source not found. are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
- 2.3 The Error! Reference source not found. is not intended for the ordering of materials. Any ordering of materials, based on the Error! Reference source not found., is at the Contractor's risk

3 VALUE ADDED TAX

- 3.1 The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Error! Reference source not found. must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

4 CONTRACT DOCUMENT

- 4.1 The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.1, March 2014. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Error! Reference source not found. are recited.
- 4.2 Preliminary and general requirements are based on the JBCC Series 2000 Preliminaries, prepared by the Joint Building Contracts Committee, March 2014. The additions, deletions and alterations to the various parts of these JBCC Preliminaries as well as the contract specific variables are as stated in the Contract Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Error! Reference source not found. are recited
- 4.3 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Error! Reference source not found.. Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

C2.1 PRICING INSTRUCTIONS

5 DRAWINGS

- 5.1** The drawings listed in the Scope of Works, used for the setting up this work, are kept by the architect and can be viewed at any time during office hours up until the completion of the works

C2.1 PRICING INSTRUCTIONS

C2.2 BILLS OF QUANTITIES

SECTION ONE

NOTES TO TENDERERS

PRICING INSTRUCTIONS

- 1.2 A Fixed price tender must be submitted (Ie, no CPAP escalation will be payable on this contract)
- 1.2 It is the expressed intention of the employer on this contract to provide all available opportunities for maximising the use of “previously disadvantaged” contractors, subcontractors and suppliers of materials, 30% of the contract value should be allocated to Previously disadvantaged suppliers/contractors and subcontractors where achievable
- 1.3 All tenderers must attend a compulsory site inspection. (Proof of attendance must be submitted with the tender)
- 1.4 Changes to the JBCC have been detailed in the document
- 1.5 Should there be any queries, tenderers are to engage with the principal agent to seek clarification

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

SECTION TWO

FORM OF TENDER

2.1 MAIN TENDER - FIXED PRICE- No CPAP Will be applicable on the contract)

COMPANY NAME:

Tenderer's work excluding tax R

Add tax at 15 % R

TOTAL TENDER SUM
inclusive of tax R

2.2 TENDERER'S SELECTIONS

[Insert YES/NO/AMOUNT as applicable]

YES/NO

Securities

Guarantee for construction (variable)

Guarantee for construction (fixed)

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

* Insert amount of payment required

Preliminaries :Payment

Option A

Option B

:Adjustment

Option A

Option B

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	PRELIMINARIES		
	PRINCIPAL BUILDING AGREEMENT		
	INTERPRETATION		
1	CLAUSE 1.0 DEFINITIONS AND INTERPRETATIONS	Item	
2	CLAUSE 2.0 LAWS, REGULATIONS AND NOTICES	Item	
3	CLAUSE 3.0 OFFER AND ACCEPTANCE	Item	
4	CLAUSE 4.0 ASSIGNMENT AND CESSION	Item	
5	CLAUSE 5.0 CONTRACT DOCUMENTS	Item	
6	CLAUSE 6.0 EMPLOYER'S AGENTS	Item	
7	CLAUSE 7.0 DESIGN RESPONSIBILITY	Item	
	INSURANCE AND SECURITY		
8	CLAUSE 8.0 WORKS RISK	Item	
9	CLAUSE 9.0 INDEMNITIES	Item	
10	CLAUSE 10.0 INSURANCES	Item	
11	CLAUSE 11.0 SECURITY	Item	
	EXECUTION		
12	CLAUSE 12.0 DUTIES OF THE PARTIES	Item	
13	CLAUSE 13.0 SETTING OUT OF THE WORKS	Item	
14	CLAUSE 14.0 NOMINATED SUBCONTRACTORS	Item	
	Carried to Collection	R	
	Bill No. 1 Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	Clause 23.0 is amended as follows :		
i)	Clause 23.1.1 shall be amended by the addition of the following: In assessing his price and programme for the works to be completed by the given practical completion date/s (refer item 19/20/24 of the Contract Data), the contractor shall take into account and shall allow 5 working days for the adverse effect of the weather conditions in the locality of the site, including rainfall, wind, heat, cold, etc. Revisions to the date for practical completion in respect of adverse effect of weather conditions in excess of the above mentioned allowances will only be considered by the principal agent, to the extent that the actual recorded adverse weather on site affected work on a critical activity during the course of the contract.		
24	CLAUSE 24.0 PENALTY FOR LATE OR NONCOMPLETION PAYMENT	Item	
25	CLAUSE 25.0 PAYMENT Clause 25.0 is amended as follows : ii) Clause 25.7 shall be amended: The employer shall pay the contractor the amount certified in an issued payment certificate within 30 calender days of receipt of original invoice.	Item	
Carried to Collection		R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
A4	Employer		
	Registered name of company : Winnie Madikizela- Mandela municipality		
	Business entity : Local municipality		
	Contact person : Mr L Gwala		
	E-mail : gwala@mbizana.gov.za		
	Telephone no : 039-251-0230		
	Registered office address : 51 Winnie Madikizela Mandela street, Bizana 4800		
A5	Principal agent		
	Registered name of company : VHB Associates		
	Postal address : P.O Box 455 Port Shepstone, 4240		
	Registered Office Address: Suite No1, Bisset House, 48 Bisset street, Port Shepstone		
	Telephone : 039-032-0003		
	Fax : 086-5777-713		
	Carried to Collection	R	
Bill No. 1	Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
A9	Specialist Agent 4: Civil Engineer		
	Registered name of company	KDA Consulting	
	Registered office address:	Suite No2, Bisset House, 48 Bisset Street, Port Shepstone	
	Contact Details:	kassvkda@telkomsa.net	
A10	Specialist Agent 5: Electrical Engineer		
	Registered name of company	: TBC	
	Practice registration number	:	
	VAT registration	:	
	Contact person	:	
	E-mail	:	
	Mobile	:	
	Registered office address :		
	Postal address	:	
	Code	:	
	Telephone	:	
	Fax	:	
	Carried to Collection	R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
A11	Specialist Agent 6: HVAC Engineer Registered name of company : Practice registration number : VAT registration : Contact person : E-mail : Mobile : Registered office address : Postal address : Code : Telephone : Fax :		
	Carried to Collection	R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No	Quantity	Amount
A14 Specialist Agent 9: Health & Safety Consultant Registered name of company : TBC Practice registration number : VAT registration : Contact person : E-mail : Mobile : Registered office address : Postal address : Code : Telephone : Fax : B CONTRACT DATA Clauses references apply to the JBCC Principal Building Agreement Edition 6.1 (PBA) published March 2014 Only clauses in the PBA requiring the provision of information are quoted below 2.0 Law, regulations and notices Carried to Collection		
Bill No. 1 Preliminaries	R	

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	Law of the country Africa [2.1/25.15]	South	
5.0	Contract documents		
	Signed contract documents held by the principal agent,		
	Number of copies of documents issued free to the contractor [5.5]	Three	
	Priced document		
	Lump sum priced document No		
	Priced bills of quantities (BoQ) Yes		
	System / method of measurement SA Standard System 2013 6th edition, (Second revision)		
	Carried to Collection	R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	Insurance effected by employer in the joint name of the parties No		
	Insurance effected by contractor in the joint name of the parties Yes		
	Contract Works Insurance (CWI) (including materials and goods , temporary works) R Contract Sum plus 20%		
	Public Liability Insurance R5 000 000.00		
	Supplementary Insurance (incl CWI extensions) R Contract Sum plus 20%		
12.0 Duties of the parties			
	Alterations & additions to existing premises Yes /		
	Carried to Collection	R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No	Quantity	Amount
Known services to be retained / relocated / terminated Yes / Prior to the award of the contract and following a detailed review of the contractor's proposed method statement for the works, the contractor shall provide the principal agent with a plan indicating his proposed protection measures for approval. Areas the contractor may not occupy No [12.1.4] Access will be discussed at the site inspection Utilities connection provided [12.1.5] Water Yes Sewer Yes Stormwater Yes Electricity Yes All for the contractors account Possession of the site - intended date :10 September 2021		
	Carried to Collection	R
Bill No. 1 Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	Description of free Issue by employer		
	NA		
14.0	Nominated subcontractors, where identified		
16.0	Direct contractors		
	Refer to Clause 16.1.4		
19/20/24	Practical completion / penalty for late completion		
	Practical completion of the works as a whole:		
	10 March 2022		
	Penalty per calendar day	R 5 000	
19.0	Practical completion		
25.0	Payment		
	Currency	South African	
	Rand		
	<i>[25.0]</i>		
	Issue of regular payment certificates on	7th	
	day of the month		
	<i>[25.2]</i>		
	Carried to Collection	R	
Bill No. 1			
Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	Materials and goods off site - will be paid Yes/No <i>Subject to the approval of the principal agent and the submission of a advance payment guarantee</i>		
	Contract price adjustment provisions Fixed price [25.3.4; 26.9.5]		
30.0	Dispute resolution		
	Alternative dispute resolution organisation		
	Certain provisions of the JBCC Edition 6.1 March 2014 Principal Building Agreement have been altered / expanded upon. Details of such alterations are recorded under each clause within these bills of quantities		
	TENDER CLOSING		
	Tender closing: As per the Bid Notice		
	Tender closing: Place As per the Bid Notice		
	Submission address As per the Bid Notice		
	Delivered in electronic format No		
	Alternate offer considered No		
	Carried to Collection	R	
Bill No. 1	Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No	Quantity	Amount
TENDER SELECTION (selection reflects the preferences of the employer)		
11.0 Securities		
Guarantee for Construction (variable) Yes/No <i>[11.1.2]</i>		
Guarantee for Construction (fixed) Yes/No <i>[11.1.3]</i>		
Guarantee for Advance Payment Yes/No <i>[11.1.4]</i>		
19.0 Contractor's holiday periods		
26.0 Payment / Adjustment of Preliminaries		
Payment of preliminaries Option A / Option B		
Adjustment of preliminaries Option A / Option B <i>[26.9.4]</i>		
Carried to Collection		R
Bill No. 1 Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	PRELIMINARIES (ASAQS SEPTEMBER 2013)		
	1.0 INTERPRETATION		
31	CLAUSE 1.1 DEFITITIONS	Item	
32	CLAUSE 1.2 INTERPRETATION	Item	
	2.0 DOCUMENTS		
33	CLAUSE 2.1 CHECKING OF DOCUMENTS	Item	
34	CLAUSE 2.2 PROVISIONAL BILLS OF QUANTITIES	Item	
	The quantities in provisional bills of quantities are an indication of the works to be executed and are subject to remeasurement		
35	CLAUSE 2.3 AVAILABILITY OF CONSTRUCTION DOCUMENTATION	Item	
	3.0 PREVIOUS WORK AND ADJOINING PROPERTIES		
	NOTE : 3.1 TO 3.3 ARE OPTIONAL		
36	CLAUSE 3.1 PREVIOUS WORK - DIMENSIONAL ACCURACY	Item	
37	CLAUSE 3.2 PREVIOUS WORK - DEFECTS	Item	
38	CLAUSE 3.3 INSPECTION OF ADJOINING PROPERTIES	Item	
	4.0 SAMPLES, SHOP DRAWINGS AND MANUFACTURER'S INSTRUCTIONS		
39	CLAUSE 4.1 SAMPLES OF MATERIALS	Item	
40	CLAUSE 4.2 WORKMANSHIP SAMPLES	Item	
41	CLAUSE 4.3 SHOP DRAWINGS	Item	
	Carried to Collection	R	
	Bill No. 1 Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	Clause 4.3 is amended as follows: (i) Clause 4.3 is amended by the addition of the following: "The term "shop drawings" shall mean drawings, layout drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate manufacturing details and methods of execution of work. (ii) The additional of the clause 4.3.2 The contractor shall ensure that all shop drawings required for the works in terms of this Contract, all subcontracts and/or any principal agent's instruction, are prepared and submitted timeously in accordance with the following procedure: (a) Three prints of shop drawings of all fabricated work, working or setting out drawings, shop details and schedules shall be submitted to the principal agent for approval. Such work shall not be carried out until such approval has been given. (b) Shop drawings shall be submitted to the principal agent for approval and the contractor is to allow the principal agent a reasonable check period (minimum one week) from the date of receipt of shop drawings, before returning the drawings to the contractor in accordance with the works programme. (c) All submissions shall be prepared in accordance with the contract drawings and specifications and/or any principal agent's instructions and any deviation shall be specifically highlighted in writing, with a detailed explanation of the reason for such deviation, together		
	Carried to Collection	R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	with any cost and/or time implications.		
	Delays in approval of shop drawings due to non-compliance with drawings, specifications and/or principal agent's instructions, shall not constitute ground for any claims for delay, extension of time and the like.		
(d)	When the principal agent advises that shop drawings have been approved, the original transparencies of such drawings shall immediately be submitted to the principal agent so that the principal agent's stamp of approval may be appended thereto. Thereafter, four prints of the approved shop drawings, setting out drawings and schedules shall be furnished to the principal agent. As many prints of the approved shop drawings and schedules as required, shall also be furnished to the works. No work shall be performed in accordance with drawings and/or catalogues not stamped with the principal agent's approval.		
(e)	The contractor, sub-contractor or supplier, as the case may be, shall be responsible for ensuring that all dimensions affecting shop drawings conform to the dimensions of built work.		
(f)	The principal agent's approval of shop drawings is limited to checking conformity with specification and shall not relieve the contractor, subcontractor or supplier of his responsibility for design, erection or installation fit, nor does it vary his contractual or delictual obligations and liabilities.		
(g)	Should the contractor, subcontractor or supplier be of the opinion that corrections to shop drawings made by the principal agent constitute a change to the scope of		
	Carried to Collection	R	
Bill No. 1 Preliminaries			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Amount
	The contractor shall provide for the protection of all work for which a certificate of practical completion has not yet been issued and which is liable to be damaged from any cause, which protection shall, inter alia, include : i) the protection of the works from inclement weather, exposure to the sun and the removal of water from whatever source from the works (keeping excavations free of water separately measured) ii) the provision and maintenance of all necessary temporary protection of finished and/or existing work liable to be damaged during the progress of the works by properly covering up, isolating, etc., as required. The contractor shall be responsible for any damage which may occur and shall make good at his own expense		
52	CLAUSE 9.2 PROTECTION / ISOLATION OF EXISTING / SECTIONALLY OCCUPIED WORKS	Item	
53	CLAUSE 9.3 SECURITY OF THE WORKS	Item	
54	CLAUSE 9.4 NOTICE BEFORE COVERING WORK	Item	
55	CLAUSE 9.5 DISTURBANCE	Item	
56	CLAUSE 9.6 ENVIRONMENTAL DISTURBANCE	Item	
57	CLAUSE 9.7 WORKS CLEANING AND CLEARING	Item	
58	CLAUSE 9.8 VERMIN	Item	
59	CLAUSE 9.9 OVERHAND WORK	Item	
	Carried to Collection	R	
	Bill No. 1 Preliminaries		

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Rate	Amount
	BILL NO. 2			
	ALTERATIONS & DEMOLITIONS			
	GENERAL			
	Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained			
	The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the principal agent			
	Water supply pipes and other piping that may be encountered and found necessary to disconnect or cut, shall be effectually stopped off or grubbed up and removed, and any new connections that may be necessary shall be made with proper fittings, to the satisfaction of the principal agent			
	Carried to Collection		R	
	Bill No. 2 Alterations & Demolitions			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Rate	Amount
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary The contractor will be required to take all dimensions affecting the existing buildings on the site and he will be held solely responsible for the accuracy of all such dimensions All dumping of rubble will be dumped on a approved dumping zone. All items to be demolished will be discussed at the site inspection. Contractors must attend the site inspection so as to familiarise themselves with the alterations items as no extras pertaining to the alterations will be entertained. Contractors will have to allow for shade cloth and hoarding to allow the safe working conditions. REMOVAL OF EXISTING WORK Demolishing and remove off site :			
1	Trim of existing 400mm diameter column carefully (Rate to include removal of rubble, cleaning of top of column) (Depth of column to cut ranges from 10mm to 250mm)	No	80	
2	Remove stickers and clean existing columns to make ready to receive paint	Item		
Carried to Collection				R
Bill No. 2 Alterations & Demolitions				

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No	Unit	Quantity	Rate	Amount
STRUCTURAL STEELWORK				
SUPPLEMENTARY PREAMBLES				
Descriptions				
All steelwork to be hot dipped galvanised and painted (acid wash and two coats of enamel to architects colour)				
Descriptions of bolts shall be deemed to include nuts and washers				
Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete				
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
All steelwork to comply with the requirements of SABS 1200H, engineers specifications. All steel to be 350W U.O.N. Fixing bolts for structural steel shall be M20 Grade 8.8 Bolts U.O.N . All welds to be 6mm continuous fillet weld U.O.N				
Welding, rivets, black bolts, nuts, washers integral with structural steelwork shall be included in the rate of the structural steel.				
TAXI RANK ROOF				
Carried to Collection				R
Bill No. 3 Structural Steelwork				

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Unit	Quantity	Rate	Amount
	Welded, trusses of angle rafters,purlins, rafters, tie beams, rails, struts, braces, cleats, etc and flat bearer, gusset and connection plates, bolted to steel and concrete elements				
1	203x133x30 UB (Rafter)	t	20.06		
2	50x50x5 SAG Angles	t	7.98		
3	200x75x20x3.0 Purlins	t	76.15		
4	50x50x5 knee bracing	t	5.16		
5	80x80x6l Cross bracing	t	5.78		
6	300x100 PFC	t	68.85		
7	12mm plate metal welded to beam/columns	t	8.42		
8	60x60x6 false rafters	t	0.74		
9	200 x 75 C Channel	t	4.94		
10	10mm plate metal welded to beam/columns	t	2.52		
11	Cut through 12mm metal plate to create openings for 100mm diameter downpipes	No	320		
12	2mm galvanised wire mesh welded onto C Channel to form support for LED Strip Light inclusive of all fixtures	m ²	367		
13	T cleat (100X150mm including bolts etc)	No	800		
14	High tensile bolts (class 8.8) including casting into concrete/steel	t	5.87		
	Carried to Collection			R	
	Bill No. 3 Structural Steelwork				

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Unit	Quantity	Rate	Amount
15	Base plates of various thickness fitted to reinforced concrete and steel	t	2.10		
16	12mm thick column cap over 400mm diameter concrete column. (overall size to be 450diameter x 1000mm high) .Rate to include Sika 212 epoxy grouting, M20 Hilti HVA chemical anchors, and holes for the two rainwater pipe projections)	No	80		
	SUNDRIES				
17	Contractors are to allow for the re surveying of all extsiting structures/columns etc to confirm the levels provided.	No	1		
18	Supply and install galvanised steel pinnacle complete as per detail 2 on drawing CW05 Rev o. (Rate to be all inclusive of base plate, painting etc) Overall pinnacle height 1800mm high	No	32		
	Carried to Collection			R	
	Bill No. 3 Structural Steelwork				

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Rate	Amount
	SECTION NO 1 : PLUMBING and DRAINAGE			
	RAINWATER DISPOSAL			
	o,8mm Galvanised sheet steel gutters and rainwater pipes			
1	Supply and install 0.8mm flashing to form box gutter overall size 500mm wide x 150mm high inclusive of fixtures etc. Refer architecture drawing CWO4 Rev 0.	m	728	
	Seamless aluminium prepainted gutters and rainwater pipes			
2	100mm diameter downpipe secured to steel	m	120	
3	100mm diameter downpipe 1000mm long connecting new rainwater down pipe to existing. Rate to be inclusive of bends, 2 x rodding eyes and fixtures. Refer Engineering drawing 501 Rev A , ("typical structural steel column connection detail")	No	80	
	Full Bore cover			
4	Heavy duty Full bore cover to suit 100mm diameter rainwater downpipe (Rate to include fixing Full bore to the sheet metal base plate)	No	80	
	Carried to Summary		R	
	Bill No. 7 Stormwater			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Rate	Amount
	BUDGETARY ALLOWANCES AND PROVISIONAL SUMS			
	Unless otherwise described, the Preambles and full descriptions of the items in the previous Bills are to apply equally to this Bill.			
	Note: Budgetary allowances listed below are for work to be executed by the Main Contractor and will be measured and evaluated in terms of rates submitted against similar items in these bills and in terms of the conditions of contract.			
	Note: These items are to be taken into account in the pricing of Preliminaries and General as they will not attract separate Preliminaries of their own.			
	Provide the following amounts for sundry work as described, to be executed at bill rates where applicable			
1	Provision for sundry repairs to existing buildings/structure	Item		100,000.00
2	Provision for minor repairs to surfaces/roads after the roof is installed	Item		100,000.00
3	Provision for the appointment of a social facilitator	Item		60,000.00
4	Provision for the appointment of a health & safety consultant	Item		80,000.00
	Carried to Collection		R	
	Bill No. 9 Budgetary Allowances			

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Quantity	Rate	Amount
5	Provision for the repairs to the existing hoarding	Item		45,000.00
6	Project Contingency	Item		1,916,780.00
Carried to Collection				R
Bill No. 9 Budgetary Allowances				

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Unit	Quantity	Rate	Amount
	PROVISIONAL SUMS				
	SUPPLEMENTARY PREAMBLES				
	General				
	Work for which budgetary allowances are provided will be measured and valued in accordance with clause 32 of the Principal Building Agreement and deducted in whole or in part if not required without any compensation for loss or profit on the said allowances				
	Profit				
	Where stated, the contractor may allow for profit if required				
	General attendance on nominated/selected subcontractors				
	The item "Attendance" which follows each provisional sum for nominated/selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/selected subcontractors, the following:				
1	The services as set out in clause B9.1 of the Preliminaries				
2	Making good in all trades and cleaning down and removal of rubbish on completion				
	Carried to Collection			R	
	Bill No. 10 Provisional Sums				

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Unit	Quantity	Rate	Amount
5	Profit		Item		
6	Attendance		Item		
	Hulabond				
7	Provide the sum of R850 000 for hulabond cladding		Item		850,000.00
8	Profit		Item		
9	Attendance		Item		
	Sundry metalwork				
10	Provide the sum of R40 000 for sundry metalwork		Item		40,000.00
11	Profit		Item		
12	Attendance		Item		
	Street furniture & Bins				
13	Provide the sum of R 45 000 for street furniture		Item		45,000.00
14	Profit		Item		
15	Attendance		Item		
	Hire of decanting stores and removal of containers after project				
16	Provide the sum of R 1 000 000 for hire of decanting stores and removal of containers after project		Item		1,000,000.00
Carried to Collection				R	
Bill No. 10					
Provisional Sums					

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

Item No		Unit	Quantity	Rate	Amount
17	Profit		Item		
18	Attendance		Item		
Carried to Collection				R	
Bill No. 10 Provisional Sums					

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

MBIZANA TAXI RANK - PHASE 2 - PRINCIPAL CONTRACT

[illegible]

C3 SCOPE OF WORK

C3 SCOPE OF WORK

C3.1 Description of the Works

CONTENTS

1. EMPLOYER'S OBJECTIVES
2. OVERVIEW OF THE WORKS
3. EXTENT OF THE WORKS
4. LOCATION OF THE WORKS

1. EMPLOYER'S OBJECTIVES

REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2)

2. OVERVIEW OF THE WORKS

The Works are for the **REFURBISHMENT OF MBIZANA TAXI RANK IN WARD 01 (PHASE 2)**

3. EXTENT OF THE WORKS

- Installation of new galvanized portal frame steel structure with zinc coated IBR profile roof sheeting.
- Installation of signage
- Electrical works
- Painting

4. LOCATION OF THE WORKS

See attached locality map

C3.2 Construction

CONTENTS

1. APPLICABLE STANDARDISED SPECIFICATIONS
2. WAYLEAVES, PERMISSIONS AND PERMITS

1. APPLICABLE STANDARDISED SPECIFICATIONS

The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Schedules of Rates and Bills of Quantities, with amendments as follows:

References to "Architect" in the Model Preambles are to be read as "Principal Agent".

Tenderers who are not familiar with the aforesaid "Model Preambles for Trades" are advised to obtain a copy thereof from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

2. WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer's Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

C4 SITE INFORMATION

C4 SITE INFORMATION

C4 SITE INFORMATION

C4 Site Information

C4.1: CONDITIONS ON SITE

1 Nature of Ground

The nature of the ground varies from sandy material to hard rock, concrete or tarmac. The Bidder shall indemnify the Municipality against the cost of repairing any underground services damaged by the Bidder or his agents, while carrying out such excavations.

2 Spoil Material

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled off site to a spoil site/municipal dump, chosen by the Contractor.

3 Finishing – off the Site

The site shall be finished-off in accordance with the specifications as well as to the requirements of all applicable environmental standards.

4 Existing Services

Although every effort has been made to depict existing services (water mains, electric cables, telephone cables etc.), as accurately as possible on the contract drawings, insofar as they are known, variations do arise and the Contractor shall exercise extreme care when working in the area. Items have been allowed in the Schedule of Quantities for dealing with and protecting services.

The Contractor shall take whatever precautions are required to protect these services from damage during the period of the Contract.

C4 SITE INFORMATION

C4.2 Locality Plan



LOCALITY PLAN

C5. PARTICULAR SPECIFICATION

C5 ANNEXURES

C5.1 HEALTH AND SAFETY SPECIFICATION

[illegible]

PREPARED BY	REVIEWED BY	APPROVED BY	CLIENT REPRESENTATIVE
	SITE AGENT	CONTRACTS MANAGER	PROJECT ENGINEER

C5. PARTICULAR SPECIFICATION

Section	SUMMARY OF CONTENTS	Title
1		Introduction
2		Reference Documents
3		Definitions
4		Responsibilities
5		Objectives and Targets
6		Planning and procedures
7		Implementation of the Occupational Health and Safety Specification
8		Application of the Health and Safety Specification
	8.1	Compensation for Occupational Injury and Diseases
	8.2	Occupational Health and Safety Policy
	8.3	Hazard identification and Risk Assessment
	8.4	Health and Safety Committee
	8.5	Health and Safety Training
	8.6	General Record Keeping
	8.7	Incentives
	8.8	Penalties
	8.9	Emergency procedures
	8.10	Hazards and Potentially Hazardous Situations
	8.11	Personal Protective Equipment and Clothing
	8.12	Safety Signage
	8.13	Permits
	8.14	Contractors and Suppliers
9		Health and Safety in Practice
	9.1	Excavations
	9.2	Demolition
	9.3	Explosives and Blasting
	9.4	Stacking of materials and housekeeping
	9.5	Hazardous Chemical Substances
	9.6	Asbestos
	9.7	Plant and Machinery
		ANNEXURES
	A	Health and Safety Policy
	B	Hazardous Task Identification
	C	Risk Assessment
	D	Induction
	E	Toolbox talk
	F	Audit Schedule

C5. PARTICULAR SPECIFICATION

1 Introduction

Purpose and Scope

This document describes the procedure upon which the COMPANY shall comply with the requirements set out in the client's Health and Safety Specification.

This document defines the Management System that is implemented by the COMPANY for the management of Health and Safety on the project, which includes ensuring subcontractor compliance with the same standards.

The aim of this document is to present the safety aspects that will be controlled and managed on the project.

2 Reference Documents

- Occupational Health and Safety Act, (Act No. 85 of 1993)
- Compensation for Occupational Injury and Diseases Act.
- Client Health and Safety Specification.
- Construction Regulations 2003.
- The Construction Kit. (CD)

3 Definitions

The following definitions will apply to the Safety Management Plan, acronyms given hereunder shall apply:

Construction / Building Work (as defined by the Occupational Health and Safety Act: Construction Regulations 2003):

Means any work in connection with –

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure;
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) 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
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard Identification and Risk Assessment and Risk Control (HRA)

Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the Engineer and/or client.

C5. PARTICULAR SPECIFICATION

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. **(OHSA)**

Hazard

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Contractor's Responsible Person / s

Means any person appointed in writing by the Contractor to supervise construction or building work. The appointment shall be as required by the OHSA which shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

Construction Plant (TEM)

Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

Contractor

Means "subcontractor".

Health and Safety Program

Encompasses The COMPANY safety planning spreadsheet.

Health and Safety Plan (HSP)

The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organisation, health and safety representative, or member of the health and safety committee.

Health and Safety File

Describes the safety file holding all records on health and safety for the project, which shall be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

C5. PARTICULAR SPECIFICATION

4 Responsibilities

4.1 Notification of Intention to Commence Construction Work

The Provincial Director of the Department of Labour shall be notified by the appointed safety consultant to the COMPANY, immediately upon receipt of the Letter of Acceptance of project commencement in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meters; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at a height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above ground or a landing.

A copy of the notification letter to the Provincial Director shall be forwarded to client for their records and shall be made available to an Inspector, Project Engineer or employee.

4.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

*The Contracts Manager and Site Agent shall ensure copies of all the appointment letters of the responsible persons appointed on site will be made available to the client and that all legal appointments shall be conducted in accordance with the requirements set out in the **OHSA** and Client specifications.*

The above shall also be imposed upon all subcontractors.

4.3 Safety Officer Appointment

A part-time Health and Safety consultant shall be appointed upon commencement of the project.

The safety officers shall be tasked with monthly inspections of the site, the results of which shall be forwarded to the client or his appointed representative.

4.4 Risk Assessment Competent Person

*The Project Manager shall appoint a competent person in writing at commencement of the project to control the risk assessment process on site. A copy of the risk assessment appointment is attached with duties and responsibilities defined.
(Annexure E)*

4.5 Competency for Contractor's Responsible Persons

The Project Manager acknowledges that all management personnel (responsible for health and safety) shall undergo a half-day Health and Safety Management Course, which is to be arranged and conducted by the appointed safety consultant prior to commencement of activities on site.

4.6 Health and Safety Representatives

At least one (1) Health and Safety Representative shall be nominated, elected and trained to

C5. PARTICULAR SPECIFICATION

carry out his / her functions in his / her area of responsibility. This will include areas where less than fifty (50) employees are engaged in activity. Employees elected shall be designated in writing for a specific area and period of time.

The designated persons shall conduct monthly inspections within their area of responsibility, the records shall be kept for auditing and that deviations recorded are reported to the responsible supervisor within the designated persons area so that appropriate action can be taken.

The designated person/s shall be permitted to participate in the Health and Safety Committee Meetings.

5 Objectives and targets

5. Compliance with the COMPANY Health and Safety Policy.
6. Everyone is responsible for organising accident prevention at his or her own level on site.
7. Safety training is important.
8. Prevention.
9. Working safely ensures your job.
10. The COMPANY management commits itself to the objectives and targets.
11. Disabling Injury Frequency Rate (DIFR) of 2.0 or less.
12. 90% compliance on monthly Health and Safety Audits.
13. Compliance with the legal requirements set out in the Occupational Health and Safety Act, Act 85 of 1993, (OHSA) and Regulations.
14. Compliance with the Client's Safety Specification for Construction.

6 Planning and Procedures

The procedures to be used for the project are to be in accordance with the Safety Manual in use in the COMPANY under the guidance of the appointed safety consultant.

The sub-headings covered under the Safety Manual are as follows:

1. Administration
2. Appointments
3. Safety Committees
4. Registers, checklists and permits
5. Incident Management
6. Emergency Planning
7. Contractors
8. Risk Assessments
9. Audits
10. Hazardous substance control
11. Training
12. Mining Requirements
13. Roads Requirements
14. Planning

7 Implementation of the Occupational Health and Safety Specification

The COMPANY is committed to implementing client specific safety specification on the project and is committed see that this forms an integral part of the project. It is our intention to make this specification part of other Contractors and Suppliers operating procedures.

8 Application of the Health and Safety Specification

**8.1 Compensation of Occupational Injuries and Diseases Act, Act No. 130 of 1993
(COIDA)**

C5. PARTICULAR SPECIFICATION

The letter of good standing will be available on site for reference purposes as proof of good standing.

The COMPANY shall ensure all Contractors also comply with the above requirements defined in the COIDA.

8.2 Occupational Health and Safety Policy

The COMPANY Health and Safety Policy is attached for reference purposes.
(Annexure A)

8.3 Hazard Identification Risk Assessment

The Contract Manager shall ensure the Site Agent shall prior to the commencement of any construction work perform Hazard Identification, and the assessed risks shall form part of the health and safety plan applied on site.

A copy of the HRA shall be made available for viewing to the client.

The Site Agent shall ensure that all HRA's conducted will be conveyed to all personnel and contractors through the site training program and that these training sessions will be presented by the competent person regarding the hazard and related work procedures before any work commences.

The HRA Team that will be established will comprise members as follows:

- Health and Safety Representative(s),
- Health and Safety Committee Member(s)
- Management Representative / Site Agent

Attached in the form of **Annexure C and D**, the Hazardous Task Identification and (HTI) and format of the Risk Assessment (RA) is included.

Method statements form part of the Risk Process and will be conducted in accordance with the Risk Process described above.

Based on the activities carried out on all projects Hazard Investigation and Risk Assessments (HRA's) will be done. Examples of which are:

- Site Establishment
- Demolition works
- Excavation
- Concrete works
- Lifting operations
- Hand held tools
- Motorised Equipment

8.4 Health and Safety Committee

The Project shall convene a health and safety committee meeting monthly. All members required to be in attendance shall be notified of such meeting by means of a formal agenda.

The Site Agent shall ensure an attendance register and minutes are kept for auditing purposes, and that a copy of the minutes be circulated to all members in attendance well before convening the next meeting and within 7 days, a copy of the minutes will be forwarded to the project engineer.

C5. PARTICULAR SPECIFICATION

Members of the committee shall include the following and are not limited to:

- Safety Consultant. (When available)
- Contractor's site representative. (Supervisory level)
- Contractor's site representatives. (Operating level)
- Project Engineer nominated representative. (Co-opted status)

8.5 Health and Safety Training

Training of personnel is a legal requirement and a necessity and is acknowledged as such. The Training Planning Matrix shall be provided upon request.

8.5.1 Induction

Training

Induction training shall be attended with the Client as well as The COMPANY. Induction program requirements and records of attendance kept to prove the same.

The COMPANY Induction format is attached for reference purposes.
(Annexure E)

8.5.2 Awareness Training

Weekly awareness training shall be conducted using the COMPANY Toolbox Talk documents, which shall be conducted by the site supervisors.
(Annexure F)

8.5.3 Competency

Training identified through the Risk Assessment Process and conducted through this process shall be kept on file as proof of competency and training. (This may include operators)

8.5.4 First Aid and Health & Safety Representative Training

All safety representatives elected and designated, including first aiders, shall be trained should they not already be in possession of a valid certificate of training proving competence.

8.6 General Record Keeping

The Site Agent shall ensure that all the Health and Safety records, required by both the Occupational Health and Safety Act, 85 of 1993 and Regulations are kept for reference purposes and auditing.

Further to the requirements set out above, the Site Agent will also maintain records that may be defined through the risk assessment process, for auditing purposes.

In accordance with the requirements set out in the Construction Regulations 2003 and the requirement set out in Client Specification the Site Agent shall ensure that a copy of all Health and Safety records generated during the course of construction, be handed over to the Project Engineer upon completion of construction.

8.6.1 Statistics

The Site Agent shall ensure injury and incident records (Near Hits, First Aid, Medical cases, **Disabling Lost Time Incidents**), training etc. referred to above are kept on

C5. PARTICULAR SPECIFICATION

site. All documents shall be made available to the client for inspection including the Department of Labour's Inspectors as required by the Occupational Health and Safety Act, 85 of 1993.

The statistics formula as listed below shall be adhered to.

DIFR (Disabling Injury Frequency Rate) $\frac{\text{DI's} \times 1\,000\,000}{\text{Man-hours}}$

DISR (Disabling Injury Severity Rate) $\frac{\text{Days Lost} \times 1\,000}{\text{Man-hours}}$

8.6.2 General Inspection, Monitoring and Reporting

The COMPANY shall comply with the requirements set out by the client. We have attached a safety management plan upon which the dates of inspections and training and awareness will be entered, conducted and monitored.

The COMPANY shall keep all records of inspections and investigations undertaken during the contract for the specified legal period as defined in the OHSA and Regulations.

8.6.3 Internal Audits

Internal audits shall be conducted a minimum once per month by the project engineer, as well as the appointed safety consultant.

The Results shall be tabled and discussed at the Health and Safety Committee meetings.

The Audits to be conducted by the appointed safety consultant, shall be conducted on the audit schedule attached as per **Annexure G**.

Records of the audits shall be forwarded to the Project Engineer and shall be filed on site for reference purposes.

8.7 Incentives

No incentive scheme is being identified unless required by the client.

8.8 Penalties

Non-compliance with the client safety specifications can result in work stoppages and possible expulsion from site until the problem has been remedied including costs.

8.9 Emergency

Procedures

The Site Agent shall make available to the Project Engineer a detailed Emergency Plan to tie into the evacuation plan already in place on the client's premises.

8.9.1 First Aid Box and Contents

The Site Agent shall ensure that all working areas area adequately provided with first aid attendants whether there are fifty (50) employees or less engaged on the contract. The First Aid attendant shall be trained in accordance with the requirements set out in the OHSA with recognised and accredited service providers as defined above. Proof of training attended (certificate) shall be attached to the written acceptance of

C5. PARTICULAR SPECIFICATION

appointment. It will be the first aid attendant's responsibility to ensure the contents of the first aid boxes are monitored and inspections recorded on the contents of the first aid box register.

The first aid box shall be adequately stocked by The COMPANY at all times and will be accessible to all.

Accident and Incident Reporting and Investigation

Should accident investigation need to be conducted, the Project Manager shall appoint a competent person in writing to conduct the said investigation. The procedure to be followed will be in accordance with the OHSA requirement on the Annexure 1 – Recording and Investigation of Incident form.

The Site Agent shall ensure that the results of all investigations are communicated to the employees engaged through incident recall and prescribed meetings. The Site Agent shall ensure that the investigations are kept for record purposes in accordance with the prescribed requirements set out in the OHSA and the company specific procedures.

Should there be an incident, the Project Engineer shall be notified within 48-hours if required by the client, of the occurrence. It is acknowledged that the client reserves the right to participate in all investigations into accidents or incidents.

8.10 Hazards and Potentially Hazardous Situations

The Site Agent shall ensure that all other contractors or contractors are warned of hazardous or potentially hazardous situations, which may prevent them from effectively performing their duties, which includes the placement of adequate warning signs.

8.11 Personal Protective Equipment and Clothing

The COMPANY shall comply with OHSA requirements to provide PPE.

The Site Agent shall through the Risk Assessment process identify the specific PPE needs per activity and then issue the PPE accordingly. (Reference to the OHSA General Safety Regulation 2 – Employer to provide Personal Protective Equipment)

Should PPE be lost or stolen, then the employee will be issued with a new set of PPE.

Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement set. Training in the use of this shall be provided. Overalls and hardhats shall be identifiable. (Principal Contractor different from the contractors)

PPE shall be provided to visitors as well.

8.12 Safety Signage

The Site Agent in conjunction with the appointed safety consultant shall assess the Health and Safety Signage requirement in conjunction with the Risk Assessments conducted and will place the signage at strategic positions on the site works.

The COMPANY shall also maintain the signage to ensure its effectiveness at all times and under all conditions. Signage, which cannot be repaired, shall be replaced.

8.13 Permits

- The COMPANY shall ensure that access to site works is restricted to construction personnel.

C5. PARTICULAR SPECIFICATION

- All attempts will be made to restrict spectator access.
- Access to the site shall be by the Project Engineers (Clients) authorisation on the prescribed form. (Permits and ID cards shall be issued by the client)
- Special permits for hot work and isolation permits shall be applied for to the Project Engineer prior to commencing with the activity.

8.14 Contractors and Suppliers

The Site Agent shall enter into an Agreement with Mandatary in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993, with all contractors appointed by The COMPANY is entered into.

The Contracts Manager will ensure the contractors are issued with the Client Safety Specification where reasonably practicable including any the COMPANY contractor pack for the project, should they not be contained in the Client Safety Specification.

The COMPANY shall assist and ensure the contractors engaged comply with all of these requirements and adhere to the requirements set out in the OHSA.

Contractors will be stopped from working in the event of unsafe conditions and activities being observed.

All contractors shall be covered by the COMPANY Safety Plan and will be issued the same.

9 Health and Safety in Practice

9.1 Excavations

The Site Agent shall ensure that all activities involving excavations, shoring, dewatering or drainage, a safe working procedure is submitted to the project engineer for approval prior to work commencing. Excavation work exceeding the specified depth as stipulated in the OHSA regulations, shall comply with the following requirements:

- (a) The excavations are inspected before the shift starts, after heavy rain (inclement weather) and after any major condition which may effect the excavations stability and the findings are to be recorded and kept;
- (b) All excavations regardless of the depth shall be adequately barricaded to prevent persons falling into the excavation;
- (c) The safe working procedure shall be communicated to all employees who may be effected by the work; and
- (d) The safe working procedures shall be enforced and maintained by the appointed excavation supervisor at all times.
- (e) For high-risk activities, all personnel working in the excavation shall be attached by means of a lifeline.
- (f) Material excavated shall be removed from the point of excavation.
- (g) Ensure stability of adjoining structures.

9.2 Demolition

No demolition work is being envisaged on this project.

9.3 Explosives and Blasting

No blasting activities are envisaged on this project.

C5. PARTICULAR SPECIFICATION

9.4 Stacking of Materials and Housekeeping

The Site Agent shall ensure that all stacking will be supervised by a person competent to supervise over the activities, and that clearly defined and allocated storage areas are provided for and identified, and that materials being stored within this area are stacked in accordance with sound stacking principles of sort-by-sort, access to be maintained, level surface, and the height will not exceed three times the base width.

Housekeeping shall be maintained in accordance with the client requirements at all times.

Hazardous Chemical Substances

The Site Agent shall ensure the necessary training and information regarding the use and storage of HCS is provided, and that the use and storage of HCS is carried out as prescribed by the HCS Regulations.

Furthermore, the Site Agent shall ensure that all chemicals brought to site have a Material Safety Data Sheet (MSDS) and the users are made aware of the Occupational hazards and precautions that need to be taken when using the chemical.

The First Aider shall be made aware of the MSDS and how to treat HCS incidents appropriately.

Access to all HCS records shall be afforded to the project engineer at all times.

9.4.1 Fuel / Diesel

- Bulk storage areas shall be demarcated, secured and sign posted with the relevant warning pictograms.
- Bulk storage areas shall be bunded.
- Re-fuelling shall be conducted in designated re-fuelling areas only.
- Spill-kits shall be available at all times in these designated areas.
- The surface of the bunded areas and walls shall be of impermeable material.
- The bunded area shall be sloped towards a collection pit.

9.5 Asbestos

No asbestos is to be used on this Project.

9.6 Plant and Machinery

9.6.1 Construction Plant

- All plant shall comply with the OHS Act requirements in relation to operation and maintenance thereof.
- Service and maintenance of the vehicles shall be of a high standard at all times.
- All plant shall subject to design be fitted with back-up alarms and audible indicating devices.
- The COMPANY shall ensure that all construction plants moving parts are adequately protected.
- Pre-start inspections shall be conducted on all motorised equipment daily, deviations of such inspections shall be recorded.
- Construction plant identified for use shall be operated by a trained and authorised operator.
- All construction plant shall be operated under the direct supervision of a person competent to identify potential hazards in the work he is conducting.

C5. PARTICULAR SPECIFICATION

- Work involving the use of construction plant shall be conducted in accordance with an approved Risk Assessment.
- The Site Agent shall ensure all operators are equipped with the necessary PPE namely; safety shoes, overall, safety glasses, and gloves.
- Plant shall be fitted with an extinguisher where practicable.
- Washing shall be conducted in the designated washing areas.

The COMPANY shall ensure the all equipment moving to and from site is adequately secured, and that all contractors abide by this requirement.

9.6.2 Transport of Personnel

- Safe vehicular transport shall be provided for personnel working on the project to the workplace, which shall include proper seating, side restraints and cover.
- No personnel shall be permitted to travel on any plant or equipment on the site works.
- Road safety principles shall be adhered to on and off site.

9.6.3 Vessels under Pressure (VuP) or Gas Bottles

The COMPANY shall ensure they comply at all times with the requirements of Vessels under Pressure Regulations, with specific reference to the following:

- Ensuring all Equipment owned and hired-in Vessels under pressure, comply with the 36-month pressure vessel inspection, and a certificate of testing is available on site.
- Ensuring that all personnel who shall use this equipment are competent and trained.
- Ensuring the users of this equipment are issued with the required PPE.
- Ensuring the area is adequately identified as a noise area and warnings are posted.
- Ensuring daily pre-start inspections are carried out on all the equipment and the findings recorded.
- Ensuring the correct fire prevention and fighting equipment is available at all times.
- Noise levels where possible shall be kept within reasonable operating norms.

9.6.4 Fire Equipment

The Site Agent shall ensure the following all fire equipment to be used on site comply with the following:

- Extinguishers shall be placed in positions to ensure fast and easy access is maintained at all times.
- Placement of all extinguishers shall be depicted with the required pictograms.
- Extinguishers shall be serviced once annually, and after discharge or visible signs of depressurisation.
- The Site Agent shall ensure all employees are adequately trained in the safe use of the extinguishers.
- The Site Agent shall ensure a person is appointed to inspect the extinguishers on a monthly basis and the results of which are to be entered into a register designed for that purpose.

9.6.5 Hired Plant and Machinery

The Site Agent shall ensure the following criteria is adhered to when considering hired plant and machinery:

C5. PARTICULAR SPECIFICATION

- Only approved hire companies shall supply equipment to the site.
- Hired plant shall be checked for safety compliance prior to being accepted for use on site.
- Should hired equipment be accompanied by an operator, The COMPANY shall ensure that the operators competency be verified and the operator undergo an induction training session.
- The Site Agent shall ensure the operators of hired plant attend weekly toolbox talks in conjunction with The COMPANY site personnel.
- The Site Agent shall ensure that all operators are equipped with the required PPE before commencing work on site.

9.6.6 Scaffolding / Working at heights / Fall Protection

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

Fall protection planning shall be done in conjunction with the risk assessment process.

All scaffolds shall be erected under the control of a person trained and appointed to conduct such scaffold erection.

9.6.7 Falsework / Formwork for Structures

Work involving scaffolding and work at heights shall comply with the requirements set out in the Construction regulations 2003 pertaining to these activities with reference to the SABS 085 code of practice.

9.6.8 Lifting Machinery and Tackle

The Site Agent shall ensure that the use of Lifting Machinery and Tackle is done in accordance with the requirements of the Regulations, which include but is not limited to the following:

- Lifting machinery and tackle to be used on site shall be marked with the Maximum Mass Load (MML), which is the safe limit in which the equipment may be used.
- Inspections on Lifting Machines and Lifting Tackle shall be inspected once per month on the register provided and the findings recorded.
- Daily pre-start checks shall also be conducted on all Lifting Machinery and Tackle.
- Records shall be kept of all lifting machinery and tackle inspections and Load Tests.
- Load tests shall be conducted a minimum of once per annum, and a certificate of compliance shall be kept on record.
- A valid logbook shall be maintained for all lifting machinery, which will comply with a minimum six-monthly service and maintenance.
- Lifting machinery shall be operated under supervision at all times with a trained banksman who shall inspect all tackle before each lift.
- All lifting equipment operators shall be trained once every two years and a copy of such training shall be attached to the appointment, which is to be made on site.
- The Operators shall be tested for medical fitness.

9.6.9 Ladders and Ladder Work

C5. PARTICULAR SPECIFICATION

The following requirements shall be complied with regarding Ladders and Ladder work:

- Ladders shall be clearly numbered, and inspected on the register provided.
- A competent person shall be identified and appointed as the ladder inspector.
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking.
- Ladders shall be secured at the top and chocked at the base to prevent slipping.
- Where chocking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

9.6.10 General Machinery

In accordance with General Machinery Regulation 2(1), The COMPANY shall:

- Ensure a competent person be appointed as defined in the above clause from the Occupational Health and Safety Act, 85 of 1993 and Regulations, to service and maintain all machinery in use on site.
- The COMPANY shall appoint additional competent persons to assist the competent person mentioned above in accordance with General Machinery Regulation 2(7)(a), as and when required.
- The COMPANY shall ensure that records are maintained of all services conducted.

9.6.11 Lighting and Power

The Site Agent shall ensure lighting circuits and power circuits are fitted with suitable earth leakage systems in accordance with the client, which will include the following activities:

- Earth leakage system will be tested monthly.
- Malfunctions shall be repaired immediately or replaced.
- Lighting shall be so positioned as not to interfere with construction activities.

9.6.12 Portable Electrical Tools / Explosive Power Tools

The Site Agent shall ensure the following procedure is adhered to regarding Portable Electrical Tools and Explosive Powered tools:

- Minimum compliance with legislation.
- Only competent persons shall be permitted to conduct routine and monthly inspections on the equipment.
- Persons competent to inspect the equipment shall be appointed in writing.
- Persons who are trained to operate such equipment shall be appointed and shall be the only authorised person to operate the equipment.
- The Site Agent shall ensure operation of the equipment is in accordance with the approved Risk Assessment and Safe Working Procedure set out.
- All users shall undergo regular awareness training to ensure compliance.
- The Site Agent shall ensure the required PPE and clothing is provided and maintained.

C5. PARTICULAR SPECIFICATION

9.6.13 Public Health and Safety

In the interests of public safety, The COMPANY shall ensure that all persons who may be affected by the work being conducted on site are informed and kept aware of the dangers, which may arise from the work being conducted on site.

This awareness shall be in the form of posters and inductions for visitors to site and warning signs.

9.6.14 Night Work

Night work shall only be conducted upon approval of the project engineer, with the same safety standard being applied for these activities as with day work activities.

9.6.15 Facilities for Safe Keeping / eating areas

The COMPANY shall ensure that adequate facility is provided for the personnel on site. The area shall be provide the following:

- Sufficient seating;
- Seating under cover;
- Protected change room;
- Toilets.
- Hand wash facility.
- Potable water.

No food preparation shall be conducted on site and designated eating areas will be made to allow adequate seating.

Waste bins shall be strategically placed and cleared regularly.

C5. PARTICULAR SPECIFICATION

HAZARDOUS TASK IDENTIFICATION (HTI)													
Ser no:	INFORMATION REQUIRED	DETAILS								SIGNATURE		Key Table	
1	Name of contract:											0=	NONE
2	Date prepared:											1=	LOW
3	Prepared by:											2=	MEDIUM
4	Name of person approving:											3=	HIGH
Risk Assessment (RA) Code	LIST OF ALL STANDARD TASKS	What is the future potential that this task can cause further....								Total Score	Rating	Doc Required	
		Is it a new or unusual task?	Is it a dangerous task?	Personal injury	Health risk	Impact on the environment	Property damage	Fire	Has the task caused previous injury / loss?				
RA-1	Site clearing - manual labour & small tools	1	1	1	1	1	1	1	0	7	LOW RISK	MST	
RA-2	Site clearing - using mechanical means									0	LOW RISK	MST	
RA-3	Site establishment - FSM erection / dismantling									0	LOW RISK	MST	
RA-4	Site establishment - Container store / office offload									0	LOW RISK	MST	
RA-5	Excavations - using manual labour									0	LOW RISK	MST	
RA-6	Excavations using motorised plan									0	LOW RISK	MST	
RA-7	Excavations - working inside < 1.5 metres									0	LOW RISK	MST	
RA-8	Excavations - working inside > 1.5 metres									0	LOW RISK	MST	
RA-9	Batching plants - erection / dismantle									0	LOW RISK	MST	
RA-10	Batching plants - general working and operation									0	LOW RISK	MST	
RA-11	Concrete mixing - using manual labour									0	LOW RISK	MST	
RA-12	Concrete mixing - using mechanical means									0	LOW RISK	MST	
RA-13	Concrete pours - using lifting machinery (Cranes etc)									0	LOW RISK	MST	
RA-14	Concrete pours - using motorised plant (dumpers etc)									0	LOW RISK	MST	
RA-15	Concrete pours - using mechanical pump									0	LOW RISK	MST	
RA-16	Lifting Equipment - Tower crane erection / dismantle									0	LOW RISK	MST	
RA-17	Lifting Equipment - Tower crane operation									0	LOW RISK	MST	
RA-18	Lifting Equipment - Mobile crane operation									0	LOW RISK	MST	
RA-19	Lifting Equipment - Telescopic handler operation									0	LOW RISK	MST	
RA-20	Lifting Equipment - Forklift operation									0	LOW RISK	MST	
RA-21	Lifting Equipment - using lifting tackle									0	LOW RISK	MST	
RA-22	Formwork - general erection / dismantling									0	LOW RISK	MST	
RA-23	Formwork - lifting and placing large panels									0	LOW RISK	MST	
RA-24	Formwork - work on support decks									0	LOW RISK	MST	
RA-25	Scaffolding - erect / dismantle small scaffolds < 2 m									0	LOW RISK	MST	
RA-26	Scaffolding - erect / dismantle large scaffolds > 2 m									0	LOW RISK	MST	
RA-27	Scaffolding - use of mobile scaffolds									0	LOW RISK	MST	
RA-28	Scaffolding - dismantling of scaffolding									0	LOW RISK	MST	
RA-29	Demolition - using small electric breakers									0	LOW RISK	MST	
RA-30	Demolition - using compressed air breakers									0	LOW RISK	MST	
RA-31	Demolition - using motorised mechanical means									0	LOW RISK	MST	
RA-31	Demolition - using explosives / blasting operations									0	LOW RISK	MST	
RA-33	Trades - Brickwork operations									0	LOW RISK	MST	
RA-34	Trades - Plastering operations									0	LOW RISK	MST	
RA-35	Trades - Painting operations									0	LOW RISK	MST	
RA-36	Trades - Ceiling operations									0	LOW RISK	MST	
RA-37	Trades - Roofing installations									0	LOW RISK	MST	
RA-38	Trades - glazing installations									0	LOW RISK	MST	
RA-39	Trades - Tiling operations									0	LOW RISK	MST	
RA-40	Trades - carpentry (Doors / windows)									0	LOW RISK	MST	
RA-41	Trades - Metal work (Doors / windows)									0	LOW RISK	MST	
RA-42	Trades - Steel erection									0	LOW RISK	MST	
RA-43	Trades - plumbing									0	LOW RISK	MST	

C5. PARTICULAR SPECIFICATION

ANNEXURE C (Risk Assessment)

RISK ASSESSMENT											
TASK / ACTIVITY NAME:										AREA:	
Ser No.	Task Steps	Risks identified	A	B	C	D	Rating	SWP Required	Immediate Action Required	Safe Working Procedure	
			Probability	Severity	Frequency	Risk Score					
1			4	4	6	14	HIGH RISK	✓			
2			6	6	6	18	HIGH RISK	✓			
3			4	4	6	14	HIGH RISK	✓			
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
Methods Used to Minimise Risk		Most Critical Hazards				Control Methods				RA Committee	
Engineering Risk Out	☐	Fatigue	☐	PPE Selection	☐	Codes of Practice	☐	Name:	Sign:		
Use of Specialized PPE	☐	Speed	☐	PPE Issue Records	☐	Supervisory Controls	☐				
Introduce Specialized Controls	☐	Engine Failure	☐	Signs at Area of Use	☐	Training of Personnel	☐				
Training	☐		☐	Safety Talks	☐	Training Records	☐				
	☐		☐	Safe Work Procedures	☐		☐	Approved:	Sign:		
	☐		☐		☐		☐				

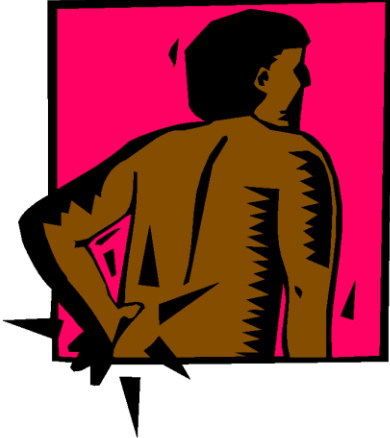
A		B		C		D	
Probability an accident may occur		Severity		Hazard Frequency		Risk Score / Criticality	
6	Inevitable	6	Fatal and Permanent Dis	6	Arises every shift	14 to 18	High Risk
4	Probable	4	DLTI (50 000 - 499 999)	4	Arises every week	8 to 13	Medium Risk
2	Highly improbable	2	Medical Case (10 000 - 49	2	Arises every month	0 to 7	Low risk
0	No injury / loss	0	First Aid Case	0	Arises every year		

		Severity					
		6	4	2	0		
Probability	6	18	16	14	12	6	Frequency
	4	16	12	10	8	4	
	2	10	8	6	4	2	
	0	6	4	2	0	0	

C5. PARTICULAR SPECIFICATION

ANNEXURE F (Audit Schedule)

TOOLBOX TALKS			
TALK NO:	16	DATE:	
TALK TOPIC:	LIFTING MATERIALS BY HAND	SITE:	
TALK PRESENTED BY:			



Lift
correctly

TALK CONTENT / DISCUSSION

HOW DO I LIFT EQUIPMENT SAFELY WITHOUT INJURING MY BACK?

1. Stoop and bend the knees.
2. Keep your back straight.
3. Lift using the leg muscles.
4. Push upward with the load.
5. If the load is on a table, slide the load to the edge until you can get a firm grip under the load, and then proceed to lift as above.
6. If the load requires two or more persons to lift, then ensure the load is lifted on one side first and then the other, Ensure someone gives the command to lift so the lift occurs simultaneously.
7. Where it is practical to use a trolley, do so as it will safe guard against unnecessary injury.

ATTENDANCE			
NAME:	SIGN:		

SAFETY INDUCTION		
OHS Act 85 of 1993 Sections 8 & 14		
Requirements: Every employer is required to take all reasonable measures to ensure that the requirements of the OHS Act, and regulations are observed. The general duties of employees are to carry out lawful instructions and to obey the Company's safety rules and procedures prepared in accordance with the provisions of the Act and Regulations. For this process to begin and to be formalized it is necessary for all employees to be formally inducted into the safety procedures and the completion thereof, formally acknowledged by both employer and employee.		
ITEM COVERED	DONE YES/NO	REMARKS
Explain Company Policy / Site Safety Rules Provide copies of same		
Explain Section 14 of the Act		
Explain the use of Personal protective Equipment and procedures. Re: Issuing and maintenance		
Explain the meaning of symbolic signs		
Explain the procedure in the event of injury		
Explain the use of facilities and toilets		
Explain the danger of moving machinery. (DUMPER, MIXER, SKILLSAW, GRINDER Etc.)		
Explain the danger of hazardous substances (PETROL, DIESEL, OIL, GAS, PAINT Etc.)		
Explain specific Job Duties and Requirements		
Introduce : Supervisor, safety Representatives, First Aider		
<i>This confirms that the above named acknowledges that he/she has been instructed in the safety items listed above and has received the necessary protective clothing / equipment to use in the performance of his/her work.</i>		
<u>INDUCTION OFFICER / TRAINER</u>		
Signature	Designation	Date
<u>ACCEPTANCE</u>		
I, _____ hereby acknowledge receipt of and accept and understand the requirements of this induction.		
Signature	Designation	Date
		

C5. PARTICULAR SPECIFICATION

MEASUREMENT AND PAYMENT

Payment for the Contractor's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through two payment items described below. The two payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

In Bidding rates for the three items the Contractor shall ensure that the sum of the amounts for the two items shall not be less than one percent (1%) of the Bid Amount.

<u>Item</u>		<u>Unit</u>
AH.14.1	Prepare of risk assessment, safe work procedures, the project H & S file, plan, the provision of PPE and protection clothing and any other H & s matters that the contractor deems necessary	Lump Sum

The full amount will be paid in one instalment only once:-

- (a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors
- (c) The Client has approved the Contractors Health and Safety plan
- (d) The Contractor has set up his/her Health and Safety file

<u>Item</u>		<u>Unit</u>
AH.14.2	Full compliance with all H & S matters during the construction of the works under the contract	Lump Sum

Payment shall be effected as follows only after payment for Item AH.14.1 has been made.

Payment of incremental amounts (calculated by the division of the remainder of the Bided sum by the number of months remaining for completion of the works will be authorised in each of the subsequent progress certificates until the Bided sum has been paid.

C5. PARTICULAR SPECIFICATION

SCHEDULE A

NOTIFICATION OF CONSTRUCTION WORK
Regulation 3 of the Construction Regulations, 2003

1. (a) Name and postal address of principal Contractor:

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

- (b) Name and telephone number of principal Contractor's contact person:

.....
.....

2. Principal Contractor's compensation registration number:

.....

3. (a) Name and postal address of Client:

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

- (b) Name and telephone number of Client's contact person or agent:

.....
.....

4. (a) Name and postal address of designer(s) for the project:

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

- (b) Name and telephone number of designer's contact person:

.....
.....

C5. PARTICULAR SPECIFICATION

5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 6 (1):

.....
.....

6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 6 (2):

.....

7. Exact physical address of the construction site or site office:

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

8. Nature of the construction work:

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

9. Expected commencement date:

.....

10. Expected completion date:

.....

11. Estimated maximum number of persons on the construction site:

.....

12. Planned number of Contractors on the construction site accountable to principal Contractor:

.....

13. Name(s) of Contractors already chosen:

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

C5. PARTICULAR SPECIFICATION

.....
Principal Contractor

.....
Date

.....
Client

.....
Date

- *This document is to be forwarded to the Office of the Department of Labour **prior to commencement of work** on site.*
- ***All Principal Contractors** that qualify to notify must do so even if another Principal Contractor on the Same site had done so prior to the commencement of work.*

C5. PARTICULAR SPECIFICATION

SCHEDULE B

FORM OHS1: OCCUPATIONAL HEALTH AND SAFETY

1. HEALTH AND SAFETY POLICY

- (a) Can a copy of current health and safety policy including procedures for risk assessment be supplied. Yes ☐ No ☐
- (b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

2. HEALTH AND SAFETY ADVICE

Do you

- (a) Employ a full time health and safety advisor? Yes ☐ No ☐
- (b) Use the services of a health and safety consultant? Yes ☐ No ☐
- (c) Have access to the services of a health and safety group? Yes ☐ No ☐

3. ACCIDENT AND INCIDENT STATISTICS

- (a) Have any dangerous occurrences been reported within the last three years? Yes ☐ No ☐
If yes, please give brief details:
- (b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes ☐ No ☐
If Yes, please give brief details:

BIDDER:

C5. PARTICULAR SPECIFICATION

SCHEDULE C

**FORM OHS2: OCCUPATIONAL HEALTH AND SAFETY:
STATEMENT BY CONTRACTOR**

I, duly authorised to represent

.....
(Company name)

in my capacity as
hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons
who perform work for me with the provisions of the Occupational Health and Safety Act, No. 85 of
1993 (as amended) and all regulations promulgated from time to time, whilst performing work on
.....

.....

.....

.....

I confirm that all employees who perform work on the site shall be properly trained to do this in a
manner which is safe and without risk to health and safety to themselves and others in the vicinity and
undertake to have our activities adequately supervised in the interest of health and safety.

BIDDER:

C5. PARTICULAR SPECIFICATION

SCHEDULE D
RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	3(3)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	5(6)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	5(8)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor
6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor
7.	6(7)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor
8.	7(2)	Risk Assessment Available on site for inspection	Contractor
9.	7(9)	Proof of Health & Safety Induction Training	Every Employee on site
10.	8(3)	Construction Supervisor [CR 6 (1)] has latest updated version of Fall Protection Plan [CR 8 (1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	9(3)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	9(4)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14.	9(5)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	10(1)(d)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	11(3)(h)	Record of excavation inspection On site available on request	Contractor
17.	15(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor
18.	17(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	17(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor

C5 ANNEXURES

SCHEDULE E

OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	H&S Specification received from Client OH&S plan developed: Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	Agreement with Mandataries (Subcontractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse-e carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out To be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		recorded Cleaned daily after use	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22/Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Store man. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		Record of Voice Communications kept Diving Operations record kept Each Diver keeps- a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practised - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on <i>register</i> . Inspected weekly. Inspection Register kept Serviced annually	
Construction. Regulation 32/ General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PS-E)	PS-E Risk Assessment carried out Items of PS-E prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PS-E	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register	

C5 ANNEXURES

Section/ Regulation	Subject	Requirements	1.1.1.2
		kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	

Section/ Regulation	Subject	Requirements	1.1.1.2
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly there after. Inspections register kept	
Construction. Regulation 39/ General Safety Regulation 13B	Ramps-	Competent person appointed in writing to Supervise the erection & inspection of Ramps-. Inspection register kept	

C5.2 DRAWINGS

The drawings, if any, issued with this tender document are attached in order to give an overview of the term tender project.

Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the

C5 ANNEXURES

Principal Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works shall be constructed in accordance with the issued design drawing, if any.

The Contractor shall be responsible for the preparation of “as built” drawings and shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract.

All drawings and specifications and copies thereof remain the property of the Employer, and the Contractor shall return all drawings and copies thereof to the Employer at the completion of the contract.

SCHEDULE F

COVID 19 SPECIFICATIONS

The recent Regulations promulgated under the National Disaster Management Act, and the lockdown of 26 March 2020 have closed all construction projects except for those involved with essential infrastructure services and emergency facility preparedness. The Covid-19 pandemic has catapulted the role of health and safety (H&S) into the forefront of all activities. As of the 1st May 2020, the lockdown will be lifted in stages, and certain essential construction projects will commence with work.

As such the Occupational Health and Safety Act No 85 of 1993 and its Regulations require to be complied with. More specifically, the Construction Regulations of 2014 remain applicable and must be adhered to in order to protect the workers.

The Construction Regulations are very specific regarding the roles of stakeholders, namely the client, designers and contractors. Each of these categories have very specific roles and responsibilities and cover both the built environment professionals (BEPs) and contractors. Each have roles in terms of H&S, over and above their contractual and monitoring duties on a project.

LIST OF ABBREVIATIONS

Baseline Risk Assessments - BRA
Built Environment Professionals - BEPs
Bill of Quantities - BoQ
Compensation of Injuries and Diseases Act - COIDA
Construction Regulations - CRs
Department of Employment and Labour - DEL
Health and Safety - H&S
Occupational health and Safety Act - OHSA
Personal Protective Equipment - PPE
Principal Contractors - PC
Site Specific H&S Specification – SSHSS

Contractors would have an H&S system that guides them in terms of their operational requirements, and against their programme of work. Principal contractors would have a full construction H&S officer (CHSO) who would be responsible for the coordination and monitoring of all H&S activities with the site supervision. Ongoing inductions, daily site task instructions (DSTIs) and toolbox talks are some of the tools used to manage daily exposures and risks.

It will be incumbent upon the PC to establish a suitable and sufficient procedures for the identification of potentially infected employees and workers, the management of exposure to the corona virus on the project, including visitors and suppliers. Including a response plan for persons suspected of being infected with or exposed the virus. The procedure is to be applicable to all levels of management and supervision, employees and local labour

As part of this procedure, the contractor is to maintain a register of all employees and workers on the project, including sub-contractor employees and workers, keeping records of the following information as a minimum

C5 ANNEXURES

The procedure is to take cognizance of the vulnerability of older workers and make provision for additional or more frequent screening of workers above a specified age. A certificate of fitness should be available to make the worker fit for duty, and should be available on site at all times.

A detailed record of all current and previous health conditions, specifically those identified as creating a higher risk for contracting Covid-19, to be kept for all workers. The procedure is to make provision for stringent testing procedures and management of exposure to the virus for workers with higher vulnerability due to underlying health conditions. Such records are confidential and will remain with the Occupational Health facility. A certificate of fitness must be available for each worker on site, including management and contractors

The procedure is to consider the socio-economic status and skill level of workers, taking cognizance of the fact that these may have an impact on the worker's level of exposure to the virus outside of the workplace and the risk of being asymptomatic carriers of the virus to the project/site.

Where accommodation is provided by the contractor/sub-contractor, factors to be considered in the procedure include, *inter alia*:

- Density of occupants to allow for adequate social distancing (minimum 1.5m) in sleeping and dining quarters;
- Restriction on the number of persons using the same sanitary/hygiene facilities;
- Provision of dedicated crockery and cutlery for each occupant, together with a procedure for effective cleaning and safe storage of same and a prohibition on the sharing of utensils;
- Dedicated facilities for safekeeping of personal belongings and abovementioned utensils for each person. Such facilities are to allow for total segregation of belongings and must be easy to sanitize. Provision of such facilities for safekeeping to be accompanied with a procedure for the use and sanitizing of the storage facility to reduce the risk of cross-contamination;
- Facilities for accommodation provided by the contractor to have in place stringent procedures for personal hygiene, ongoing maintenance of sanitizing and social distancing, and
- Additional rules to include a prohibition on the sharing of clothing, towels and other personal belongings, as well as the laundering of clothing for multiple persons at the same time.

Social distancing has been shown to be an effective method to slow down the spread of the corona virus. It will be incumbent on the contractor to ensure that the construction site and facilities are set up in such a way that it will be possible as far as is practicable to maintain the required social distancing of a minimum of 1 metre between persons when at work.

Where it is not possible to maintain the required distance between workers due to the nature of the work activity, e.g. curb laying, confined working areas, rebar tying, preparing wire cages, the contractor will be required to implement, maintain and enforce a procedure to adequately protect such workers against potential infection with the corona virus.

This includes but is not limited to:

- Providing adequate supplies of suitable PPE such as face masks, task specific gloves, safety glasses, disposable/additional coveralls;
- PPE used during multi-person activities to be exchanged immediately after the task is completed;

C5 ANNEXURES

- Sealed bins to be provided for disposable PPE such as masks, disposable coveralls, disposable gloves, etc.;
- Sealable bags provided to each person for keeping PPE requiring laundering, such as gloves and overalls, and
- Sanitising/washing facilities provided for immediate sanitizing of hard hats, safety glasses, shoes, safety harnesses etc. on completion of multi-person tasks.

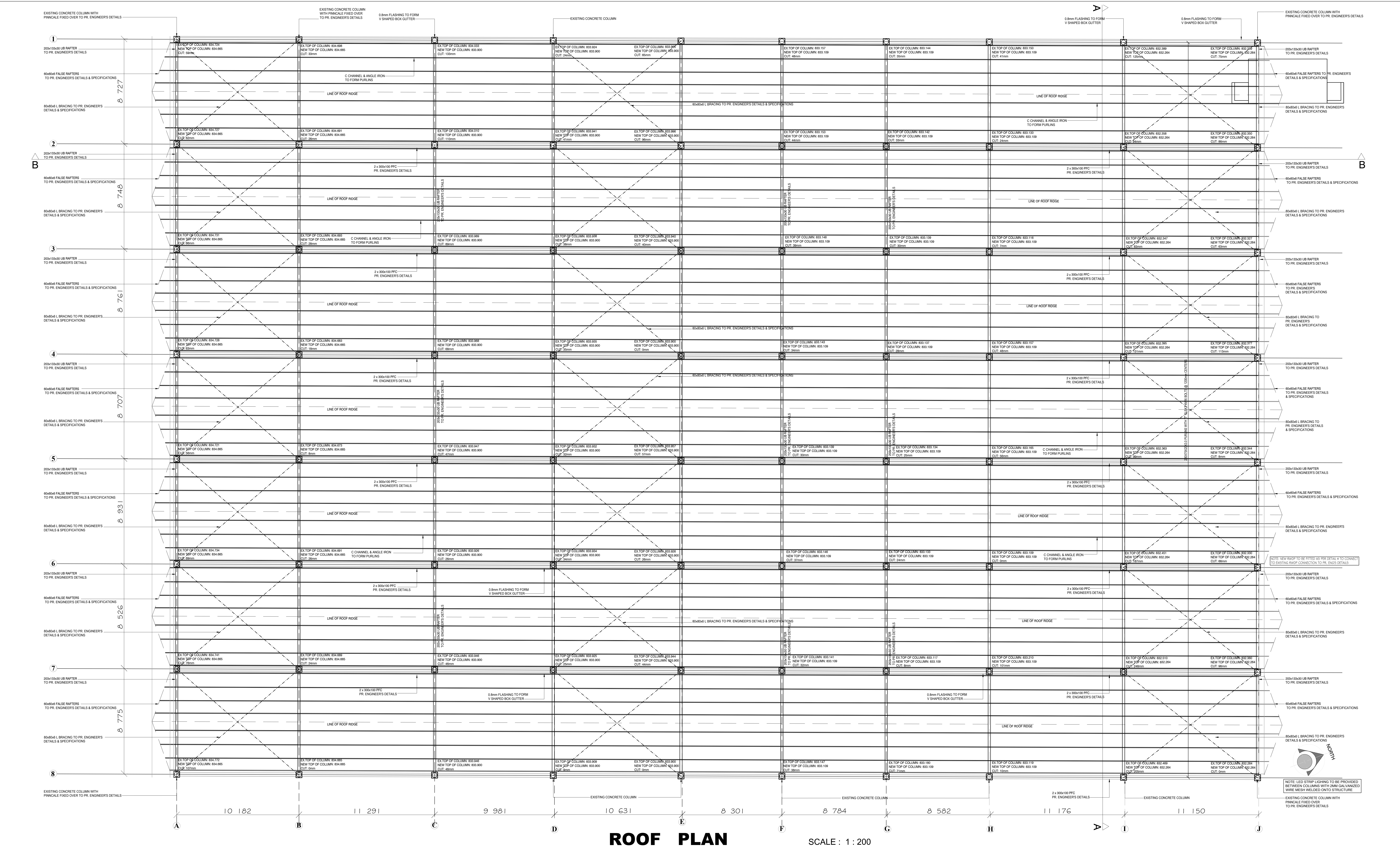
LIST OF DRAWINGS:

Architectural Drawings

<u>Plan no</u>	<u>Description</u>
CW01	Site Development Plan
CW02	Proposed Roof Plan
CW03	Elevations and Sections
CW04	Details
CW05	Details 2
CW06	Signage Details

Engineers Drawings

<u>Plan no</u>	<u>Description</u>
501	Proposed steel work layout



ROOF PLAN

SCALE : 1 : 200

GENERAL NOTES:

- NO CONSTRUCTION WORK SHALL COMMENCE ON SITE PRIOR TO APPROVAL OF ARCHITECTURAL PLANS FROM THE LOCAL MUNICIPALITY
- ALL WORK TO COMPLY WITH SANS 10400
- ALL LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF ANY WORK
- ATTENTION OF THE AUTHOR
- ALL DIMENSIONS TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE AUTHOR
- ALL PLUMBING BY REGISTERED CONTRACTOR
- ALL ELECTRICAL BY REGISTERED CONTRACTOR
- IF ON EXCAVATION IT IS FOUND TO CONTAIN EXPANSIVE CLAY, EXCESSIVE GROUND WATER OR OTHER POOR SOIL CONDITIONS, THEN ALL FOUNDATIONS ARE TO BE BUILT TO PROFESSIONAL ENGINEERS DETAILS AND UNDER HIS SUPERVISION
- PAVE-BLOCK PAVING OR LUDON WIDE CONCRETE APRON TO BE PROVIDED AROUND BUILDING
- NO VEGETATION TO BE AFFECTED ON SITE
- BOUNDARY REASONS TO BE EXPOSED AND DEMARKED
- GLASS THICKNESS TO COMPLY WITH NINE
- SAFETY GLAZING IN ACCORDANCE WITH NINE REQUIRED
- ONLY FIGURED DIMENSIONS TO BE USED ON ALL DRAWINGS

DESIGNED	V. BRIDGLALL	DATE	MAY 2021
DRAWN	RAHIL R	SCALE	AS SHOWN
CHECKED	V. BRIDGLALL	SIZE	A0

PROJECT:
RE/FURNISHMENT TO
MBIZANA TAXI RANK - PHASE 2
FOR: MBIZANA LOCAL MUNICIPALITY
CADASTRAL DESCRIPTION:
ERF 1759
BIZANA

DRAWING:
PROPOSED ROOF PLAN

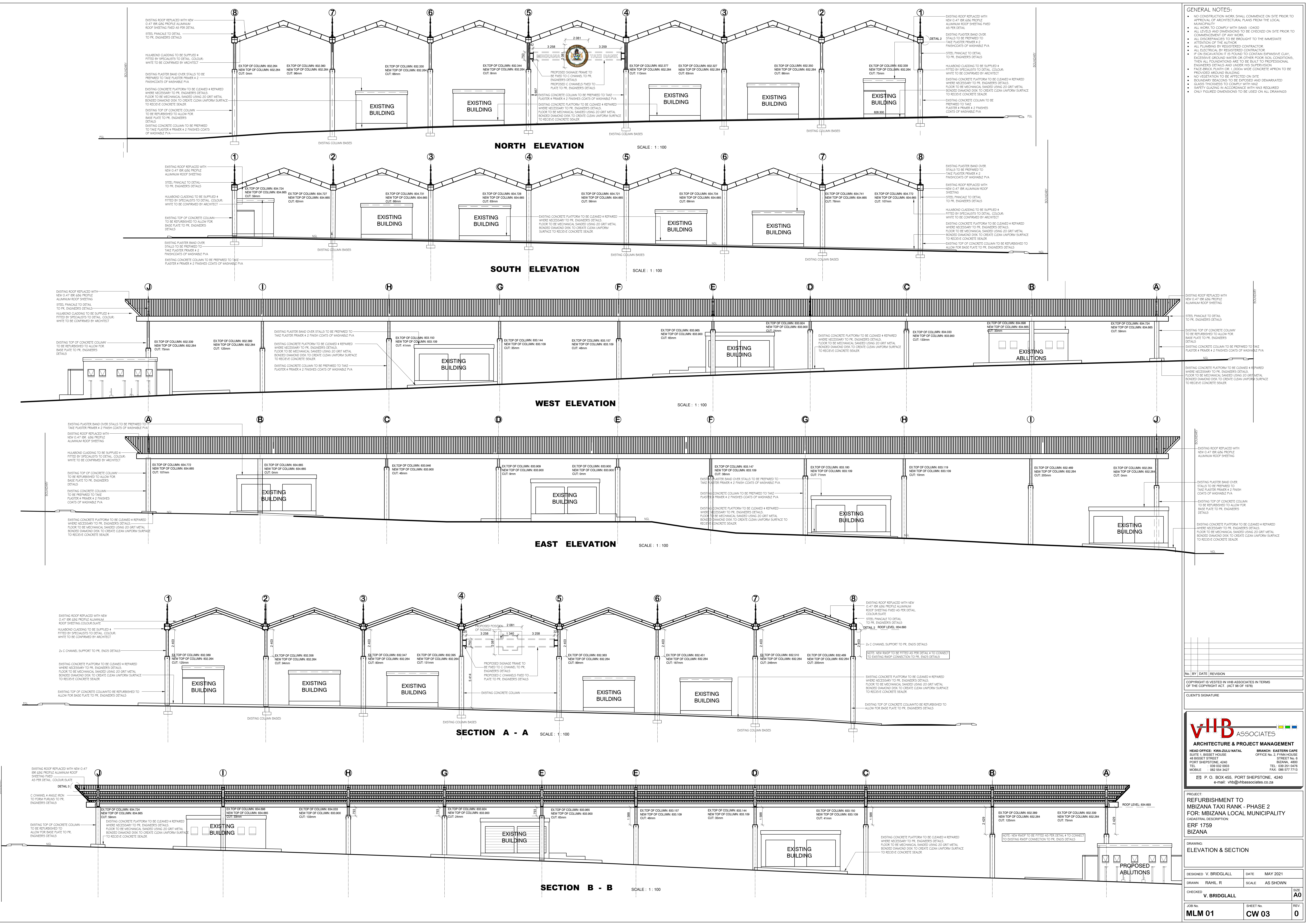
DESIGNED	V. BRIDGLALL	DATE	MAY 2021
DRAWN	RAHIL R	SCALE	AS SHOWN
CHECKED	V. BRIDGLALL	SIZE	A0

CLIENT'S SIGNATURE

vvhb ASSOCIATES
ARCHITECTURE & PROJECT MANAGEMENT
HEAD OFFICE: KWA-ZULU NATAL
SUITE 1, BISSET HOUSE
48 BISSET STREET
PORT SHEPSTONE, 4240
TEL: 039 251 0475
FAX: 039 517 7711
MOBILE: 082 554 9437
E-MAIL: vvhb@vvhbassociates.co.za

BRANCH: EASTERN CAPE
OFFICE No. 2, PYNN HOUSE
STREET No. 6
BIZANA, 4850
TEL: 039 251 0475
FAX: 039 517 7711
MOBILE: 082 554 9437
E-MAIL: vvhb@vvhbassociates.co.za

JOB No.	MLM 01	SHEET No.	CW 02	REV.	0
---------	--------	-----------	-------	------	---



- GENERAL NOTES:
- NO CONSTRUCTION WORK SHALL COMMENCE ON SITE PRIOR TO APPROVAL OF ARCHITECTURAL PLANS FROM THE LOCAL MUNICIPALITY.
 - ALL WORK TO COMPLY WITH SANS 10400.
 - ALL LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF ANY WORK.
 - ALL DISCREPANCIES TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE AUTHOR.
 - ALL PLUMBING BY REGISTERED CONTRACTOR.
 - ALL ELECTRICAL BY REGISTERED CONTRACTOR.
 - IF ON EXCAVATION IT IS FOUND TO CONTAIN EXPANSIVE CLAY, EXCESSIVE GROUND WATER OR OTHER POOR SOIL CONDITIONS, THEN ALL FOUNDATIONS ARE TO BE BUILT TO PROFESSIONAL ENGINEERS DETAILS AND UNDER HIS SUPERVISION.
 - PAVE RIVER PLINTH OR 1.00M WIDE CONCRETE APRON TO BE PROVIDED AROUND BUILDING.
 - ALL FOUNDATIONS TO BE CONSTRUCTED ON SITE.
 - BOUNDARY BEINGS TO BE EXPOSED AND DEMARKED.
 - ALL FOUNDATIONS TO BE CONSTRUCTED ON SITE.
 - SAFETY GLAZING IN ACCORDANCE WITH NBS REQUIRED.
 - ONLY FIGURED DIMENSIONS TO BE USED ON ALL DRAWINGS.

NO. BY DATE REVISION

COPYRIGHT IS VESTED IN VHB ASSOCIATES IN TERMS OF THE COPYRIGHT ACT, (ACT 98 OF 1978)

CLIENT'S SIGNATURE

vhb ASSOCIATES

ARCHITECTURE & PROJECT MANAGEMENT

HEAD OFFICE: KWA-ZULU NATAL
SUITE 1, BRISTOL HOUSE,
48 BRISTOL STREET,
PORT SHEPSTONE, 4240
TEL: 039 032 0093
MOBILE: 082 954 9427

BRANCH: EASTERN CAPE
OFFICE No. 2, PINE HOUSE,
STREET No. 8,
BIDMAN, 4800
TEL: 039 251 0475
FAX: 086 577 7713

P.O. BOX 455, PORT SHEPSTONE, 4240
e-mail: vhb@vhbassociates.co.za

PROJECT:
REFURBISHMENT TO
MBIZANA TAXI RANK - PHASE 2
FOR: MBIZANA LOCAL MUNICIPALITY
GENERAL DESCRIPTION:
ERF 1759
BIZANA

DRAWING:
ELEVATION & SECTION

DESIGNED BY: BRIDGLALL	DATE: MAY 2021	SHEET No. MLM 01	SHEET No. CW 03	REV. 0
DRAWN: RAHIL R	SCALE: AS SHOWN			
CHECKED: V. BRIDGLALL				



SCALE : 1 : 20

ISSUED FOR PRICING
DATE: 11 JUNE 2021

- NO CONSTRUCTION WORK SHALL COMMENCE ON SITE PRIOR TO APPROVAL OF ARCHITECTURAL PLANS FROM THE LOCAL MUNICIPALITY
- ALL WORK TO COMPLY WITH SANS 10400
- ALL LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF ANY WORK
- ALL DISCREPANCIES TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE AUTHOR
- ALL PLUMBING BY REGISTERED CONTRACTOR
- ALL ELECTRICAL BY REGISTERED CONTRACTOR
- IF ON EXCAVATION IT IS FOUND TO CONTAIN EXPANSIVE CLAY, EXCESSIVE GROUND WATER OR OTHER POOR SOIL CONDITIONS, THEN ALL FOUNDATIONS ARE TO BE BUILT TO PROFESSIONAL ENGINEERS DETAILS AND UNDER HIS SUPERVISION
- FACE-BRICK PLINTH OR 1,000m WIDE CONCRETE APRON TO BE PROVIDED AROUND BUILDING
- NO VEGETATION TO BE AFFECTED ON SITE
- BOUNDARY BEACONS TO BE EXPOSED AND DEMARKATED
- GLASS THICKNESS TO COMPLY WITH NN2
- SAFETY GLAZING IN ACCORDANCE WITH NN3 REQUIRED
- ONLY FIGURED DIMENSIONS TO BE USED ON ALL DRAWINGS

COPYRIGHT IS VESTED IN VHB ASSOCIATES IN TERMS OF THE
COPYRIGHT ACT. (ACT 98 OF 1978)

PROJECT:
REFURBISHMENT TO
MBIZANA TAXI RANK - PHASE 2
FOR: MBIZANA LOCAL MUNICIPALITY
CADASTRAL DESCRIPTION:
ERF 1759
BIZANA

DRAWING:
DETAILS

DESIGNED	N. TAKAINDISA	DATE	JUNE 2021
DRAWN	RAHIL. R	SCALE	AS SHOWN
CHECKED	V. BRIDGLALL		SIZE

CLIENT'S SIGNATURE

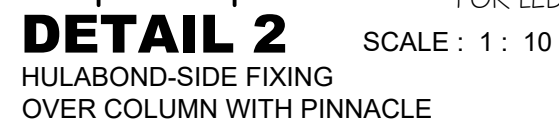
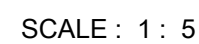


ARCHITECTURE & PROJECT MANAGEMENT

HEAD OFFICE: KWA-ZULU NATAL	BRANCH: EASTERN CAPE
SUITE 1, BISSET HOUSE	OFFICE No. 2, FYNH HOUSE
48 BISSET STREET	STREET No. 6
PORT SHEPSTONE, 4240	BIZANA, 4800
TEL : 039 032 0003	TEL: 039 251 0476
MOBILE : 082 554 3427	FAX: 086 577 7713

✉ P. O. BOX 455, PORT SHEPSTONE, 4240
e-mail: vhb@vhbassociates.co.za

JOB No.	SHEET No.	REV
MLM 01	CW 04	0



- NO CONSTRUCTION WORK SHALL COMMENCE ON SITE PRIOR TO APPROVAL OF ARCHITECTURAL PLANS FROM THE LOCAL MUNICIPALITY
- ALL WORK TO COMPLY WITH SANS 10400
- ALL LEVELS AND DIMENSIONS TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF ANY WORK
- ALL DISCREPANCIES TO BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE AUTHOR
- ALL PLUMBING BY REGISTERED CONTRACTOR
- ALL ELECTRICAL BY REGISTERED CONTRACTOR
- IF ON EXCAVATION IT IS FOUND TO CONTAIN EXPANSIVE CLAY, EXCESSIVE GROUND WATER OR OTHER POOR SOIL CONDITIONS, THEN ALL FOUNDATIONS ARE TO BE BUILT TO PROFESSIONAL ENGINEERS DETAILS AND UNDER HIS SUPERVISION
- FACE-BRICK PLINTH OR 1,000mm WIDE CONCRETE APRON TO BE PROVIDED AROUND BUILDING
- NO VEGETATION TO BE AFFECTED ON SITE
- BOUNDARY BEACONS TO BE EXPOSED AND DEMARKATED
- GLASS THICKNESS TO COMPLY WITH NN2
- SAFETY GLAZING IN ACCORDANCE WITH NN3 REQUIRED
- ONLY FIGURED DIMENSIONS TO BE USED ON ALL DRAWINGS

No.	BY	DATE	REVISION	

COPYRIGHT IS VESTED IN VHB ASSOCIATES IN TERMS OF THE
COPYRIGHT ACT. (ACT 98 OF 1978)

PROJECT:
REFURBISHMENT TO
MBIZANA TAXI RANK - PHASE 2
FOR: MBIZANA LOCAL MUNICIPALITY
CADASTRAL DESCRIPTION:
ERF 1759
BIZANA

DRAWING:
DETAILS 2

DESIGNED	N. TAKAINDISA	DATE	JUNE 2021
DRAWN	RAHIL R	SCALE	AS SHOWN

CHECKED	SIZE
V. BRIDGLALL	A2

CLIENT'S SIGNATURE

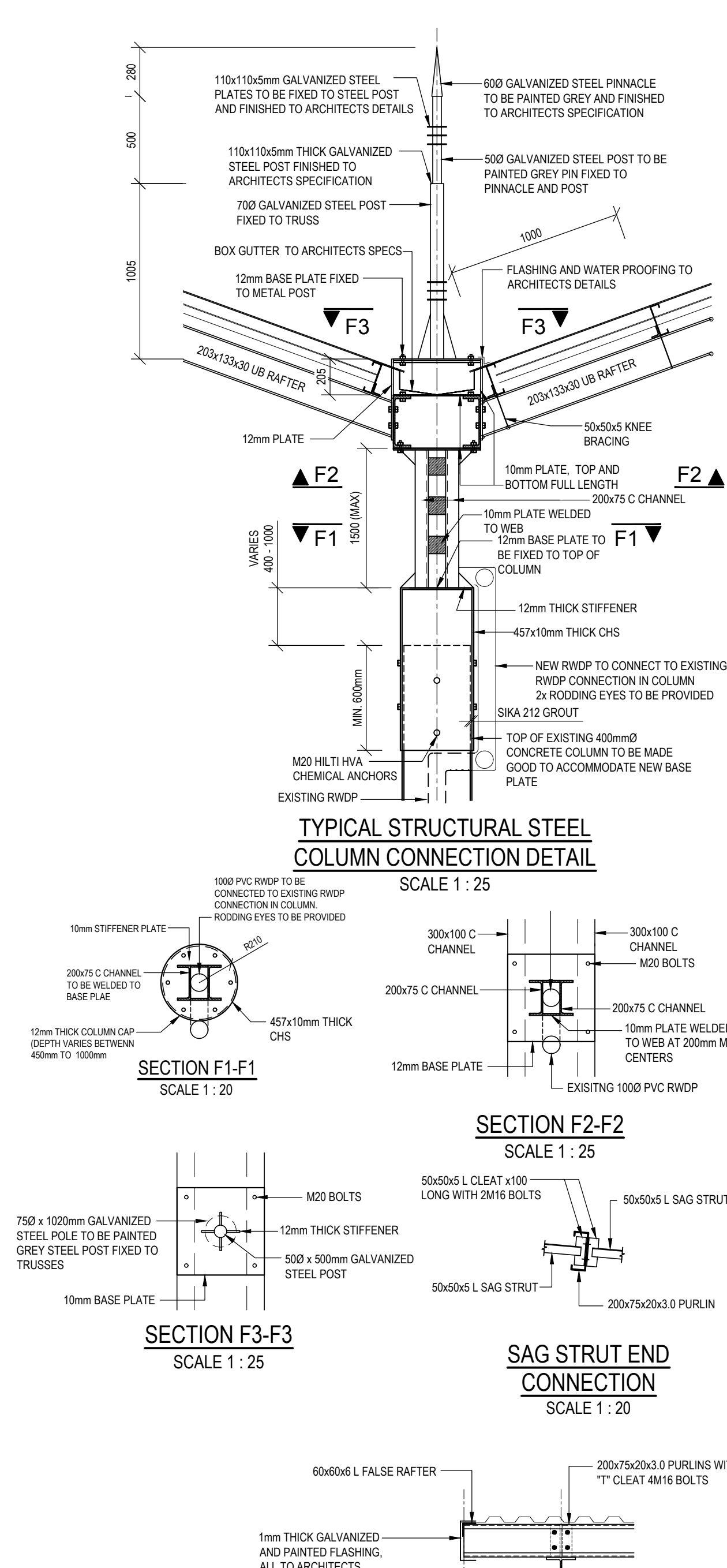


ARCHITECTURE & PROJECT MANAGEMENT

HEAD OFFICE: KWA-ZULU NATAL	BRANCH: EASTERN CAPE
SUITE 1, BISSET HOUSE	OFFICE No. 2, FYNN HOUSE
48 BISSET STREET	STREET No. 6
PORT SHEPSTONE, 4240	BIZANA, 4800
TEL : 039 032 0003	TEL: 039 251 0476
MOBILE : 082 554 3427	FAX: 086 577 7713

✉ P. O. BOX 455, PORT SHEPSTONE, 4240
e-mail: vhb@vhbassociates.co.za

JOB No.	SHEET No.	REV.
MLM 01	CW 05	0



STEELWORKS NOTES:

1. STRUCTURAL STEELWORKS SHALL COMPLY WITH THE REQUIREMENTS OF SABS 1200H AND PROJECT SPECIFICATION.
2. ALL STEELWORKS SHALL BE GRADE 350W U.O.N..
3. ALL FIXING BOLTS FOR STRUCTURAL STEELWORKS SHALL BE M20 GRADE 8.8 BOLTS U.O.N..
4. ALL WELDS SHALL BE 6mm CONTINUOUS FILLET WELD U.O.N..
5. WORK SHOP DRAWINGS TO BE SUBMITTED TO ENGINEER AND ARCHITECT FOR APPROVAL PRIOR TO FABRICATION.
6. ALL STEEL WORK TO BE HOT DIPPED GALVANISED.
7. ALL STEEL WORK TO BE FINISHED TO ARCHITECTS SPECIFICATIONS.

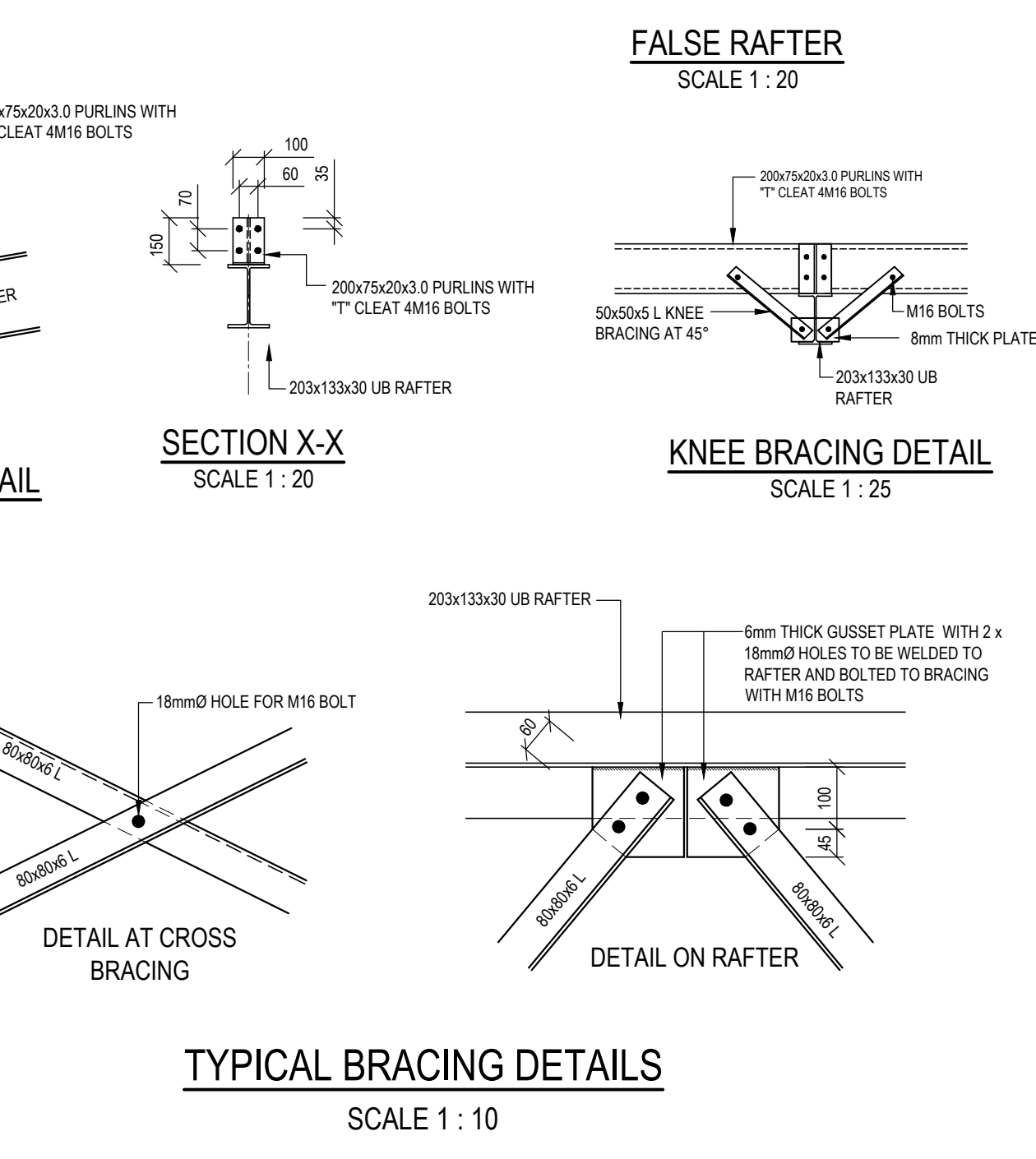
A	23-06-2021	ISSUE FOR TENDER			DN
Rev	Date	Description			By

Consultant:

KDA
Consulting Engineers (Pty Ltd)
(CONSULTANCY ENGINEERING & PROJECT MANAGEMENT SERVICES)

Pottermanitzburg - Durban - Port Shepstone - Eastern Cape

215 Alpine Road, Springfield, Durban, 4091 Tel. 031 207 2926 Cell. 082 468 6381 kassvda@telkomsa.net	54 Woodpecker Road, Northdale, Pietermaritzburg, 3201 Tel. 033 387 1750 Cell. 084 988 4693 kda@telkomsa.net
--	---



Project: REFURBISHMENT TO BIZANA TAXI RANK		
Drawing Description: PROPOSED STEEL WORK LAYOUT		
Project Number:	Drawing Number:	Revision Number:
20033	501	A