



MOSSSEL BAY MUNICIPALITY

TENDER DOCUMENT

VOLUME 3
BOOK 1

TDR224/2021/2022

CONSTRUCTION OF PARKING AREA IN MOSSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

Aug 2021

Issued by:

Mossel Bay Municipality
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TDR224/2021/2022

**CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND
CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN
GREAT BRAK RIVER**

CLOSING DATE: 23 SEPTEMBER 2021

CLOSING TIME: 12:00

NAME OF BIDDER* :

ADDRESS* :

:

:

:

TEL NUMBER* :

FAX NUMBER* :

E-MAIL* :

CENTRAL SUPPLIER DATABASE NO* :

CIDB REGISTRATION NO * :

B-BBEE LEVEL OF CONTRIBUTION* :

TENDER AMOUNT (VAT INCLUDED)* :

COMPLETION PERIOD :(Weeks)

(* - TO BE COMPLETED BY BIDDER)

TDR224/2021/2022**CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND
CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN
GREAT BRAK RIVER**

GENERAL TENDER INFORMATION

TENDER ADVERT	:	27 August 2021
ESTIMATED CIDB CONTRACTOR GRADING	:	3 CE Grading or Higher
CLARIFICATION MEETING	:	11:00AM on Wednesday, 8 September 2021 (Non-compulsory)
VENUE FOR CLARIFICATION MEETING	:	via Microsoft Teams
CLOSING DATE	:	Friday, 23 September 2021
CLOSING TIME	:	12:00 NOON
CLOSING VENUE	:	Municipal Tender Box Lower Ground Floor (seaside) at the MOSSEL BAY MUNICIPALITY, Main Building 101 Marsh Street MOSSEL BAY

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MOSSEL BAY MUNICIPALITY

INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 23 SEPTEMBER 2021

**TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF
WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER**

Tenders are hereby invited from Contractors in the Western Cape, with a CIDB grading of 3 CE or higher for the CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER for and on behalf of the Municipality. Only Contractors with relevant experience in construction of paved surfaces will qualify for this tender. Contractors to sub-contract 15% of the contract to a local EME, QSE or Level 1 B-BBEE registered contractor with a CIDB grading of 1CE and who is registered on the Contractor Development Programme database. Contractor to use local labourers according to the EPWP method and regulations.

A set of fully completed tender documents must be submitted on the original documents and remain valid for 90 days after the closing date of the tender. Enquiries about the tender can be addressed to Mr A Delport of SMEC at telephone (044) 873-5029.

A set of tender documents can be obtained on the Mossel Bay Municipality's website at <https://www.mosselbay.gov.za/tenders-available> free of charge (follow the procurement-link). A set of tender documents can also be obtained at a non-refundable cost of R507.41 including VAT (payable to/at the Mossel Bay Municipality), from SMEC at (044) 873-5029.

If bidders wish to reserve a tender document and to make arrangements for collection thereof, it must be done not later than 12h00 on Friday 10 September 2021 from Rachel Botha of SMEC at Rachel.botha@smec.com. Documents will only be handed to prospective bidders who produce a receipt for the payment and who reserved a tender document.

A non-compulsory online briefing meeting will take place at 11h00 on Wednesday, 8 September 2021 via Microsoft Teams. Bidders who will attend the online briefing meeting via Microsoft Teams must send their details (Company Name, e-mail address and cell phone number, contact person) to jschutte@mosselbay.gov.za before 10h00 on Wednesday, 8 September 2021. Only bidders that indicated attendance will be invited to the arranged Teams meeting.

All potential bidders interested in bidding must provide their detail to jschutte@mosselbay.gov.za , before 10h00 on Wednesday 8 September 2021. Potential bidders are requested to submit possible questions before 16h00 on Thursday, 16 September 2021 to andre.delport@smec.com

The minutes of the briefing meeting, addendums and all questions and answers will be forwarded to all potential bidders and be published on the Municipality's website at www.mosselbay.gov.za.

PLEASE ENSURE THAT ALL PARTNERS OF THE JOINT VENTURE ARE CIDB REGISTERED.

Fully completed tender documents must be placed in a sealed envelope and placed in the tender box on the **Lower Ground floor (seaside) at the Mossel Bay Municipality Main Building, 101 Marsh Street, Mossel Bay** by not later than **12h00 on 23 September 2021** or be mailed to reach the Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500 before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

The tender is subject to functionality criteria.

Bids will be evaluated on the following functionality criteria and bids that score less than 70 out of 100 points will be considered as non-responsive:

Functionality criteria and weight:

1. Similar experience of Company (or JV) carrying a weight of maximum 25 points.
2. References Related to similar experience carrying a weight of maximum 15 points.
3. Key Site Staff & Personnel carrying a weight of maximum 30 points.
4. Plant, Equipment, Tools & Machinery carrying a weight of maximum 30 points.

This tender is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2017: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that plastic pipes and steel products and components for construction have been designated with a minimum of 100% for local content and production as indicated.

1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on Friday, 27 August 2021.
2. Only the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 must be used to calculate local content.

Responsive bids will then be evaluated on the 80/20 or 90/10 Preference Points system as prescribed by the Preferential Procurement Regulations, 2017.

Receipts will be issued on request only for tenders handed in during office hours from Mondays to Fridays. Receipts will not be issued for tenders placed in the tender box after hours or which are received by mail.

The tender box will be emptied just after 12:00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

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

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on the Database.

MR C PUREN
ACTING MUNICIPAL MANAGER

T1.2 Conditions of Tender

The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Annex C (Normative) STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

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

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

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

C.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.

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or 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 price** means the price after the factor of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if –

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- b) no acceptable tenders are received.

C.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitations was advertised.

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender document charged by the employer shall be limited to the actual cost incurred by the employer for printing the document. Employers must attempt to make available the tender document on the website so as not to incur any cost pertaining to the printing of the tender document.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

Add the following:

(a) Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended compulsory site or information meetings. Bidders that arrive 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed, he must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.

(b) All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

C.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.

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

C.2.12.3 An alternative tender offer may be considered in the event that the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, but not longer than 12 weeks.

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

C.2.19 Inspections, tests and analysis

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

C.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.

C.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.

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for B-BBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

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

C.3.9.2 The employer must correct the arithmetical errors in the following manner:

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers**C.3.11.1 General**

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

C.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

C.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R 50 000 million

- 4) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value up to R 50 000 000 (all applicable taxes included):

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

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

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

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

The 90/ 10 preference points system for acquisition of services, works or goods with a Rand value above R 50 000 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R 50 000 000 (all applicable taxes included):

90/10

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

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

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

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

C.3.11.6 Decimal places

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

C.3.11.7 Scoring Financial Offers

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

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

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

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

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

C.3.11.8 Scoring preferences

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

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

C.3.11.9 Scoring quality

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

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

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

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- 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,
- complies with the legal requirements, if any, stated in the tender data, and
- is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Notice to unsuccessful tenderers

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

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

C.3.17 Provide copies of the contract

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

C.3.18 Provide written reasons for actions taken

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

T1.3 Tender Data

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Tender Data
---------------	-------------

C.1 General

C.1.1 Actions

Add the following:

The Employer is the MOSSEL BAY MUNICIPALITY, represented by the **Director: Directorate Infrastructure Services**.

C.1.2 Tender Documents

Add the following:

"The following documents form part of this contract:

VOLUME 1 : The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2a : The COLTO Standard Specifications for Road and Bridge Works for State Road Authorities prepared by the Committee of Land Transport Officials, This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

VOLUME 2a : The South African Bureau of Standards Standardized Specification for Civil Engineering Construction SABS 1200 1996, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site : www.stansa.co.za.

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Tender Document (this document), in which is bound:

The Tender

Part T1: Tendering Procedure

T1.1 Tender notice and invitation to tender

T1.2 Tender data

Part T2: Returnable Documents

T2.1 List of returnable documents

T2.2 Returnable schedules

The Contract

Part C1: Agreement and contract data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.3 Form of Guarantee

C1.4 Occupational Health and Safety Agreement

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

Part C3: Scope of Work

C3.1 Description of the Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.5 Management

C3.6 Annexes

Part C4: Site information

C4 Site information

Volume 3 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

VOLUME 4: Drawings (listed in C3.2, Engineering)

C.1.4 Communication and employer's agent

Add the following:

Attention is drawn to the fact that verbal information, given by the Employer's Agent during site visits / clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

The Employer's Agent is:

Name: Mr. André Delport

Address: SMEC South Africa (Pty) Ltd

13 Progress Street

George

Tel: (044) 873 5029

Fax: (044) 873 5086

E-mail: andre.delport@smec.com

C.1.5 The Employer's right to accept or reject any tender offer

Add the following:

C.1.5.3 The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

C.1.6.2 Competitive negotiation procedure

Add the following to C.1.6.2

A competitive negotiation procedure will **not** be followed. Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget.

C.1.6.3 Proposal procedure using two-stage system

Add the following to C.1.6.3:

A two-stage system will **not** be followed.

C.2 Tenderer's obligations

C.2.1 Eligibility

Add the following:

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

C.2.1.1 Attendance at Clarification Meeting

Tenderers who attended the online non-compulsory clarification meeting in accordance with C.2.7 are eligible to submit tenders. Details of the meeting are stated in the Tender Notice and Invitation to Tender.

C.2.1.2 Central Supplier Database Registration

Only those tenderers who are registered and validated (active - not suspended) on the Central Supplier Database as a service provider prior to closing date, are eligible to have their tenders evaluated. The Employer will only enter into a formal contract with a tenderer who is registered and active on the Central Supplier Database. In the case of Joint Venture partnerships this requirement will apply individually of each party of the Joint Venture.

Tenderers who wish to register on the Central Supplier Database must register at the following website: <https://secure.csd.gov.za/>.

C.2.1.3 Construction Industry Development Board (CIDB) Registration

Only those tenderers who are registered with the CIDB, prior to the tender closing time, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **3 CE** class of construction work, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. all three contractors registered in contractor grading designation 2.
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Board Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 CE** class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.

C.2.7 Clarification meeting

Add the following:

(a) Online briefing meeting, are non-compulsory.

The arrangements for a non-**compulsory** online briefing meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. It is recommended that the contract manager earmarked for this project to attend this clarification meeting.

C.2.12 Alternative tender offers

Add the following to C.2.12.1

C.2.12.1

If a tenderer wishes to submit an alternative tender offer, the only criterion permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer (after adding contingencies and VAT) to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

C.2.13 Submitting a tender offer

Add the following to C.2.13.1

C.2.13.1 Where the tendering entity is a joint venture it is recommended that the standard CIDB Joint Venture Agreement be used.

Add the following to C.2.13.3

C.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

C.2.13.4 *Add the following after the first sentence of C.2.13.4:*

The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

C.2.13.5 *Add the following to C.2.13.5:*

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: At the address below:

Physical address: MOSSEL BAY MUNICIPALITY, 101 Marsh Street
MOSSEL BAY, 6500

Sealed tenders with the Tenderer's name and address and the endorsement "TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER" on the envelope, must be placed in the appropriate official tender box at the abovementioned address. The tenders will be opened immediately after closing time.

C.2.13.6 *Add the following to C.2.13.6:*

A two-envelope procedure will **not** be followed. (C.3.5)

Add the following sub-clause after C.2.13.9:

C.2.13.10 By signing the offer part of C1.1 Form of Offer and Acceptance the tenderer declares that all information provided in the tender submission is true and correct.

C.2.15 Closing time

Add the following to C.2.15.1:

C.2.15.1 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will **not** be accepted.

C.2.16 Tender offer validity

Add the following to C.2.16.1:

C.2.16.1 Bids shall remain valid for ninety (90) days after the tender closure date.

C.2.17 Clarification of tender offer after submission

Add the following to C.2.17:

A tender will be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, within the time for submission stated in the Employer's written request for such clarification. A tender will also be rejected as non-responsive if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of C.4.3.

C.2.18 Provide other material

Delete the following word in F.2.18.1:
"Notarized".

C.2.23 Certificates

Add the following:

The following evidence/certificates shall be included in the tender submission:

C.2.23.1 Enterprise CIDB Contractor Registration

Tenderers shall also provide a printed copy of the active contractor's listing off the CIDB website. (www.cidb.org.za). In the case of a joint venture, printed copies of the valid certificate of contractor registration and active contractor's CIDB listing must be provided for each member of the joint venture.

C.2.23.2 Tax Clearance Certificate

Add the following:

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

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

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

(d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

C.2.23.3 Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)

Tenderers shall submit documentary evidence/proof in the form of an original valid B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise 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, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.

C2.23.4 Municipal Rates, Taxes and Charges

(a) A copy of the bidder's and those of its director's municipal accounts (for the Municipality where the bidder pays his account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.

(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful.

(c) If a bidder rents their premises, proof must be submitted that the rental includes their municipal rates and taxes or municipal charges or that their rent is not in arrears.

C2.23.5 Authorised Signatory

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

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

(c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

C.3 The Employer's undertakings

C.3.2 Issue Addenda

Add the following to C.3.2:

Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

C.3.4 Opening of tender submissions

Add the following to C.3.4.1:

C.3.4.1 The time and location for opening of the tender offers is as indicated as in Clause C.2.13.5:

C.3.8 Test for responsiveness

Add the following to C.3.8:

Tenders will be considered non-responsive if:

- the tender is not in compliance with the Scope of Work (specifications), or shows additional items not originally included in the tender documents, or is conditional, or returnable document, forms or the Bill of Quantities are incomplete or includes all irregularities of any kind or contains alternatives without a main tender offer strictly in accordance with all the requirements of the tender documents (C.2.10 to C.2.14);
- the tenderer does not comply with the CIDB contractor grading designation as specified in C.2.1.2 above;
- the tenderer has failed to clarify or submit any supporting documentation or to justify or adjust any specific rate or sum (C.2.17, C.2.18 and C.3.9.5) within the time for submission stated in the Employer's written request.
- Has not made the minimum pre-qualification mark as spelled out in RETURNABLE DOCUMENTS: SCHEDULE14.

C.3.9 Arithmetical errors, omissions and discrepancies

Add the following:

C.3.9.4 Notify the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 of all errors or omissions that are identified in the tender offer and invite the tenderer to confirm the tender offer as tendered and accept the corrected total of prices.

C.3.9.5 Check responsive tender offers for unbalanced unit rates and request tenderers to consider amending and adjusting any rates declared unbalanced by the Employer in accordance with C.4.3 while retaining the total of the prices derived after any correction made in terms of this condition to tender.

Reject a tender offer if the tenderer does not correct or accept the correction of arithmetical errors and consider rejection of a tender offer if the tenderer refuses to amend/adjust an unreasonable, unbalanced rate in the manner described above.

C.3.11 Evaluation of tender offers

C.3.11.1 General

Add the following:

The procedure for the evaluation of responsive tenders is **Method 2: Financial Offer and Preference** in accordance with C.3.11.3. A pre-qualification on experience, personnel and equipment will be done, with a 80 out of 100 points required to be evaluated further.

C.3.11.3 Method 2: Financial offer and preferences

The procedure for the evaluation of responsive tenders is **Method 2**, where the total number of tender evaluation points, $T_{EV} = N_{FO} + N_{P1}$ as detailed below.

Where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7

N_{P1} is the number of tender evaluation points awarded for B-BBEE Status Level Contribution in accordance with F.3.11.8

C.3.11.7 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W_1 is:

- 1) 90 points where the financial value inclusive of VAT of one or more responsive tender offers above R 50 000 000.

- 2) 80 points where the financial value inclusive of VAT of one or more responsive tender offers up to R 50 000 000.

For this contract, the financial offers will be scored using **Formula 2 (Option 1)** where the value of W_1 is 90 tender evaluation points. Up to a maximum of 100 minus W_1 namely **20** tender evaluation points will be awarded for Preference with responsive tenders scoring points in accordance with the **80 Financial /20 Preference** scoring criteria listed below.

80 Financial /20 Preference		
Points	Description	
	FINANCIAL OFFER	
80	Price	
	PREFERENCES	
20	B-BBEE Status Contribution	Level

C.3.11.8

Scoring Preferences

Add the following:

Points for preferences claimed will be determined in accordance with the Preferential Procurement Regulations, 2011. Points will be awarded to tenderers who are eligible for preferences in terms of Schedule 18: Preference Points Claim Form (where preferences are granted in respect of B-BBEE Status Level Contribution) which is included in T2.2 Returnable Schedules.

The terms and conditions of Schedule 18: Preference Points Claim Form shall apply in all respects to the tender evaluation process and any subsequent contract.

Points for Preference

A maximum of 100 minus W_1 tender evaluation points will be awarded for preference to tenderers with responsive tenders, who are eligible for such preference, in accordance with the criteria listed below.

Exempted Micro Enterprise or B-BBEE Status Level of Contributor

The Tenderer shall indicate on Schedule 15: Preference Points Claim Form included in T2.2 Returnable Schedules his or her company/firm/entity's B-BBEE Status Level of Contributor, in accordance with one of the following:

- Exempted Micro Enterprise (>50% black owned)
- Exempted Micro Enterprise ($\leq$ 50% black owned)
- Verified B-BBEE status level of contributor in terms of the Construction Sector Charter on Black Economic Empowerment (Board Notice 111 of 2007 published in Government Gazette No. 29616 of 9 February 2007)
- Non-compliant contributor¹

For this Contract a **80 Financial / 20 Preference** shall apply and up to **20** tender evaluation points (N_{P1}) will be awarded for the Status Level of B-BBEE contribution, in accordance with the tables below:

		80 Financial / 20 Preference	90 Financial / 10 Preference
Exempted Micro Enterprises (EMEs)			
Black Ownership	Deemed B-BBEE Status Level of Contributor	Number of Points (N_P)	Number of Points (N_P)
>50%	3	16	8
$\leq$ 50%	4	12	5

Other Enterprises		
B-BBEE Status Level of Contributor	Number of Points (N_P)	Number of Points (N_P)
1	20	10
2	18	9
3	14	8
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor ¹	0	0

¹ A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor, or who is not verified in terms of the Construction Sector Charter

Tenderers shall note the following Conditions of Clause 11 of the Preferential Procurement Regulations 2011:

- (8) A tenderer (company/firm/entity) will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprises / sub-contractors that do not have an equal or higher B-BBEE Status Level than the prime contractor, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works;
- (9) A prime contractor will not be awarded points for B-BBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are Exempted Micro Enterprises that have the capability and ability to execute the sub-contract works.

C3.13 Acceptance of tender offer

Add the following to C.3.13.1:

C.3.13.1 Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of an **original** valid Tax Clearance Certificate issued by SARS or proof that he or she has made arrangements with SARS to meet his or her outstanding tax obligations;
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- c) Has made the minimum pre-qualification mark as spelled out in RETURNABLE SCHEDULE 12.
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
- f) The bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer.
- g) The employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- h) The bidder has the called for CIDB grading in the relevant class.

Tender offers will be rejected if they show any additional items not originally included in the tender documents, conditional or incomplete offers, and irregularities of any kind in the tender or Bill of Quantities.

The Employer does not bind himself to accept the lowest priced tender, highest point's tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

C.3.17 Provide copies of the contract

Add the following:

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

C.3.18 Additional Conditions of Tender

Add the following:

In the spirit of empowerment and the upliftment of contractors, the MOSSEL BAY MUNICIPALITY will allow tenderers a 15% limit of exceed of the value contractors are considered capable to perform. (See Table G1A on T1-Page 13). In the event that the tender amount exceeds this 15% upper limit, the tender shall be deemed unreasonable and non-responsive.

C.3.18.1 Past Practices

(a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.

(b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councilor with this or any past tender.

(c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

C3.18.2 Subcontracting

(a) The Contractor shall not subcontract the whole of the Contract.

(b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.

(c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.

(d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(e) The Contractor shall not be required to obtain such consent for –

- (i) the provision of labour, or
- (ii) the purchase of materials which are in accordance with the Contract, or
- (iii) the purchase or hire of Construction Equipment.

C3.18.3 Validity of BEE certificates:

(a) If the certificate was issued by a verification agency the following must be on the face of the certificate:

SANAS logo, unique BVA number, must be an original certificate or a copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

(b) If certificate was issued by an Auditor/ Accounting Officers:

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(c) If the certificate was issued by registered auditors approved by IRBA

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-

BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or a copy of the original.

(d) A sworn affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVEMENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

C3.18.4 Letter of Good Standing from the Commissioner of Compensation

a) A valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.

(b) In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.

(c) If a bid is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

(d) If a bid is accompanied by proof of application for valid Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.

(e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid certificate must be submitted within an agreed upon time.

(f) The right is reserved to not award a tender if a valid Letter of Good Standing from the Compensation Commissioner or a copy thereof is not submitted within the requested time.

C3.18.5 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) All members of the Joint venture must submit, with the bid documents:
 - a valid tax clearance certificate or SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed in annexure A (T2 – Pg 19).
- (d) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

Part T2: Returnable Documents

	Pages
T2.1 List of Returnable Documents	T2 Page 2
T2.2 Returnable Schedules	T2 Page 3

T2.1 List of Returnable Documents

The tenderer must complete the following Returnable Documents in **black ink**:

1. Returnable Schedules required for tender evaluation purposes

	Pages
1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY	T2: 4
2: DECLARATION OF INTEREST	T2: 7
3: CLARIFICATION MEETING ATTENDANCE CERTIFICATE	T2: 9
4: CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION	T2: 10
5: TAX CLEARANCE CERTIFICATE.....	T2: 11
6: MUNICIPAL RATES AND SERVICES.....	T2: 12
7: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	T2: 13
8: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	T2: 15
9: AUTHORITY OF SIGNATORY	T2: 18
10: DETAILS OF PROPOSED ORGANISATION/SUPERVISION	T2: 22
11: PRELIMINARY PROGRAMME AND MILESTONES.....	T2: 23
12: PRE-QUALIFICATION SCHEDULE	T2: 24
13: PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER.....	T2: 32
14: RECORD OF ADDENDA TO TENDER DOCUMENT.....	T2: 33
15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.....	T2: 34
16: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	T2: 38
17: MOSSEL BAY MUNICIPALITY GIS DATA STANDARDS AND METADATA REQUIREMENTS.....	T2: 42
18: Declaration for procurement above R10 million.....	T2:48

2. Other documents required for tender evaluation purposes

- Documentary evidence / proof of registration and verification on Central Supplier Database. - append to Schedule 1.
- Documentary evidence / proof of registration and verification on CIDB Contractor Database. - append to Schedule 4.
- A Tax Compliance Status Pin– append to Schedule 5.
- Joint Venture Agreement (if applicable) – append to Schedule 9 as required.
- **B-BBEE Verification Certificate** – append to Schedule 15.

3. Part C1 – Agreements and Contract Data

4. Part C2 – Pricing Data

5. Part C3 – Scope of Work

T2.2 Returnable Schedules

Notes to tenderer:

1. Failure to fully complete the relevant returnable documents may render such a tender offer unresponsive.
2. These forms must be completed in black ink. Returnable documents shall be signed by a signatory duly authorised to sign the tender offer. Any alterations made prior to tender closure must be countersigned by an authorised signatory.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 9.2 to terminate the contract.
5. Should a tenderer wish to offer a different time period of completion than that required by the Employer, it shall be submitted as an alternative tender.
6. If more than one alternative tender is submitted, each one shall be numbered and submitted on a separate copy of form C1.1.1 Form of Offer, completed and signed, and accompanied by the prescribed priced C2.2 Bill of Quantities and supporting documents.

MOSSEL BAY MUNICIPALITY
TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

SCHEDULE 1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY

MBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER:	TDR224/2021/2022	CLOSING DATE:	23 SEPTEMBER 2021	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER				
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:

The Tender Box Mossel Bay Municipality P O Box 25 MOSSEL BAY 6500					
Or					
deposited in the tender box situated on the Lower Ground Floor, Municipal Building, 101 Marsh Street, Mossel Bay					
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	SCM	CONTACT PERSON	André Delport
CONTACT PERSON	Juanita Schutte	TELEPHONE NUMBER	044 – 873 5029
TELEPHONE NUMBER	(044) 606-5198	FACSIMILE NUMBER	044 – 873 5086
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	andre.delport@smec.com
E-MAIL ADDRESS	jschutte@mosselbay.gov.za		

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:

SCHEDULE 2: DECLARATION OF INTEREST

MBD4

1. No bid will be accepted from persons in the service of the state*.
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 favoritism, 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 so, furnish particulars
.....

* MSCM Regulations: "in the service of the state" means to be –

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

- 3.9 Have you been in the service of the state for the past twelve months?

YES	NO
-----	----

If so, furnish particulars.

.....
- 3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----
- 3.10.1 If so, furnish the following particulars:
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES	NO
-----	----

MOSSEL BAY MUNICIPALITY
TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF
WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

3.11.1 If so, furnish particulars

.....

3.12 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.12.1 If so, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

YES	NO
-----	----

3.13.1 If so, furnish particulars

.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES	NO
-----	----

3.14.1 If yes, furnish particulars:

.....

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

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 3: CLARIFICATION MEETING ATTENDANCE CERTIFICATE

Refer to tender conditions C.2.1 and C.2.7

Not applicable because of non-compulsory online meeting.

Note:

Unless the name, details and signature of the tenderer's representative also appear on the Clarification Meeting attendance register this Certificate of Attendance shall not be accepted and the tenderer's offer shall be deemed non-responsive.

This is to certify that I/we,
(the representative(s))

representing (the tenderer)

representatives' position in
firm/company

of (address)

telephone number

fax number

on (date)

attended the clarification meeting, and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our Tender.

SIGNED ON BEHALF OF TENDERER:

Attendance of the above person(s) at the Clarification Meeting is confirmed by::

EMPLOYER'S AGENT / REPRESENTATIVE: . (Name).

SIGNED ON BEHALF OF EMPLOYER'S AGENT / REPRESENTATIVE:

SCHEDULE 4: CONFIRMATION OF CONTRACTOR ENTERPRISE REGISTRATION

A. CIDB CONTRACTOR REGISTRATION

Refer to Tender Data clauses C.2.1.2 and C.2.23.2:

I/We hereby confirm my/our registration on the Construction Industry Development Board (CIDB) Contractor Database:

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE

I/We attach a printed copy of the Active Contractor's Listing off the CIDB website www.cidb.org.za as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) to this Schedule.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner of the Joint Venture.

Failure to affix such documentation as proof of CIDB Contractor Registration as prescribed to this Schedule will be used in the determination of responsiveness (refer to tender condition C.3.8.3) in the tender adjudication process and may result in this tender not being further considered for the award of the Contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 5: TAX CLEARANCE CERTIFICATE

TAX CLEARANCE CERTIFICATE

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

(b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

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

(a) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 6: MUNICIPAL RATES AND SERVICES

Names of Directors/Partners/Senior Managers	Physical residential address of the Director/Partner/Senior Manager	Residential Municipal Account number(s)	Name of Municipality

NB: Please attach copy/copies of Municipal Account(s)

DECLARATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 7: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem 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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register Tender Defaulters 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 ☐
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 ☐
.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)CERTIFY THAT THE
INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

SCHEDULE 8: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

MBD 9

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 (MBD9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting this tender for **TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER, MOSSEL BAY.**

In response to the invitation for the tender made by the MOSSEL BAY MUNICIPALITY, 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 Tenderer)

1. I have read, and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit this tender on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this invitation to tender;
 - (b) could potentially submit a tender in response to this invitation to tender, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at this tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive tendering;
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender;or
 - (f) tendering with the intention not to win the tender;
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 invitation to tender relates;
9. The terms of this tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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

¹Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SCHEDULE 9: AUTHORITY OF SIGNATORY

Assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly authorised thereto by resolution of the Directors, Members or Partners (refer to Tender Condition C.2.13.4). Tenderers shall submit with their tenders the following information:

Single Company, Close Corporation or Partnership

Signatories for companies shall confirm their authority by attaching to this form a copy of the relevant resolution of the board of directors, duly signed and dated.

By resolution of the board of directors taken on (Date)

Mr/Ms (Print Name)

has been duly authorized to sign all documents in connection with this tender / contract on behalf of :

(Print Company Name).....

.....

Signed on behalf of Company :

In his/her capacity as :

Date :

Joint Ventures

The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follows:

For company experience the evaluation is based on the experience of the partner with the highest/longest experience record;

For the evaluation of the project team, at least one of the Project leaders must be an employee with the leading partner of the consortium or joint venture. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.

If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.

The designated Project leaders may not be changed without the prior approval of the accounting officer or his/her nominated person once the bid was awarded.

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium/ Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF CONSORTIUM OR JOINT VENTURE

	NAME	ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes ☐ No ☐
CIDB Registration Number(s), if any:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 10: DETAILS OF PROPOSED ORGANISATION/SUPERVISION

Refer to tender condition C.3.11.10

The tenderer shall attach to this page his proposed organisational structure and team composition with emphasis on the managerial and key staff member / expert personnel responsible for each discipline and proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of a Joint Venture / Consortium, it should indicate how the duties and responsibilities are to be shared.

A CV of the CONSTRUCTION FOREMAN who will be responsible for the technical execution and supervision of labour on site of not more than 2 pages each should be attached to this schedule:

Each CV should be structured under the following headings:

- 1 Personal particulars (name, date & place of birth, places & dates of tertiary education, etc)
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Skills
- 4 Name of current employer and position in enterprise
- 5 Outline of recent assignments / experience that has a bearing on the scope of work

This information is deemed evidence to the pre-qualification done in SCHEDULE 12.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 11: PRELIMINARY PROGRAMME AND MILESTONES

The tenderer shall attach a preliminary programme, bar chart type, showing the activities and durations. The critical path should also be clearly visible. Both sites are to be constructed simultaneously.

A cash flow must also be submitted with the programme.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 12: PRE-QUALIFICATION SCHEDULE

The pre-qualification will be done on relevant **experience and references, personnel qualifications and equipment**. The information furnished in the following schedules will be used to **VERIFY** points **CLAIMED** by the tenderer in this schedule.

Tender Pre-Qualification

- (a) Tenders will be evaluated on the functionality criteria as set out below. Bidders that score less than 70 out of 100 points for this criteria will be regarded as non-responsive and will not be evaluated on price and B-BBEE. Unclear, vague, fragmented or incomplete information provided will result in no points being allocated.
- (b) Bidders must ensure that relevant information is submitted. If information is not submitted or referred to as an attachment, no points will be awarded.
- (c) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
1	Company Experience	25	
2	Company References	15	
3	Key Site Staff & Personnel	30	
4	Plant, Equipment & Machinery	30	
TOTAL		100	

Functionality criteria are further divided as follows and points will be awarded as indicated below:

Criterion 1: Company (or JV) Experience (Relevant to the Scope of Works)

- (a) A maximum of **25** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience, and is not a duplication of Criterion 2's Key staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer where applicable.

Experience required: Successfully completed Civils construction with emphasis on related Road construction and Segmented Paving as defined by Civil Engineering Codes and work methods (SANS 1200)	Maximum points	Bidder Score
A minimum 1 year but up to 3 year's total relevant experience.	15	
More than 3 years, but up to 6 years total relevant experience.	20	
More than 6 years total relevant experience of the company.	25	
Total		

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of experience relating to Civils construction with emphasis on related Road construction and Segmented Paving as defined by Civil Engineering Codes and work methods (SANS 1200), by means of completion certificates and appointment letters.
- (d) Points will only be awarded for **relevant & completed experience** obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points. **Bidders to provide enough experience to score the total points as prescribed e.g. in order to claim 30 points, relevant projects should be listed for projects that was done in the last six (6) years or longer.**

- i. NB: If no information is provided below OR referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

Employer/Client	Nature of work/Scope of work (A full breakdown of the scope to be submitted)	Value of Work (incl. VAT)	Start and completion date (month and year) Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration
			Start Completion Duration

Criterion 2: References related to Experience

Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also takes into account that the references are related & relevant to experience relating to Civils construction with emphasis on related Road construction and Segmented Paving as defined by Civil Engineering Codes and work methods (SANS 1200).

Bidders should provide copies of three (3) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work.

The following detail should be included in the reference letter:

- Detail of the work that have been successfully completed (similar to this scope of work).
- Was the work completed within the contractual time frame.
- Was the work completed within the Contract Price / Amount / Budget / Project programme/schedule. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval and keep to the programme/schedule?
- Compliance with the Occupational Health & Safety regulations on the project.
- General performance on the project.

The letter should also include who the contact person is with all his/her detail.

OR

Bidders can provide their references with the attached questionnaire (see attachment A), which have to be completed and signed by the references.

The Municipality/Consultant reserves the right to validate and verify the information from the references or to ask more questions or proof to satisfy the evaluation process.

Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience. Please refrain from submitting multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the references given are relevant to the Scope of Works.

- Reference Scoring: A maximum of 15 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, three reference letters or questionnaires to which the above-mentioned Experience have been provided.
- These references letters or questionnaires must be current/most recent, relevant and related to the Experience submitted. The letters must not be older than five (5) years.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide additional feedback, if necessary.
- If the references are unable to validate, verify or provide additional information on the projects, no points will be awarded for that particular reference.
- 5 points will be awarded for each reference letter or questionnaire which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of the Bid Evaluation Committee.
- NB: If no reference letters or questionnaires are attached **NO POINTS WILL BE AWARDED. COMPLETION CERTIFICATES AND/OR APPOINTMENT LETTERS WILL NOT BE ACCEPTED FOR THIS CRITERIA.**

MOSSEL BAY MUNICIPALITY
TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF
WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

QUESTIONNAIRE TO REFERENCES: ATTACHMENT A

Reference Question	Reference's Response
1. SCOPE: Have this Contractor successfully performed Civils type work for you, with special emphasis on road works and segmented paving? Civils road works include setting-out, foundation preparation, construction of layer works, compaction and placement of segmented paving, as per COLTO or SABS/SANS 1200 Standards. Would you recommend this contractor for this Scope of work ?	Yes No If No, please state why:
2. TIME: Was the work completed within the Contractual time frame ? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?	Yes No If No, please state why:
3. PRICE: Was the work completed within the Contract Price / Amount / Budget ? Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval ?	Yes No If No, please state why:
4. OHS: Did the Contractor comply with the Occupational Health & Safety regulations on site ? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report ? Is this contractor Safety minded and responsive to OHS instructions ?	Yes No If No, please state why:
5. Overall: In general where you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method ? Thus would you recommend this contractor for this Tender ?	Yes No If No, please state why:

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer overseeing this project.

.....
REFERENCE NAME

.....
SIGNATURE

.....
CONTACT PERSON & TELEPHONE NUMBER

.....
DATE

Criterion 3: Site Staff & Personnel (that will be allocated to this Tender)

- (a) A maximum of 30 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. Points will only be awarded once for each staff/personnel allocated to this Tender, no multiple scoring per person.
NB: Please provide name of staff member in the space provided below. If no name is provided NO POINTS WILL BE AWARDED.

Site Staff & Personnel Required:	Max points	Name of Staff member	Bidder Score
Contract Manager / Site Agent (min 16 hours / 2 days per week) • Must be suitably skilled and have CV verifiable experience managing Civil projects. • Is overall responsible for the execution of the works and all associated project management • must manage all Municipal instructions and ensure execution of Tender specifications • must inspect and approve all works • manage Payment Certificates • Must be computer literate, compile admin reports, proficient in the use of Excel Spread Sheets, capture data and quantities, daily communication electronically via email etc.	5		
General Foreman: Construction Manager & Supervisor (min 40 hours / 5 days per week / full time on site) • Must be suitably skilled and have CV verifiable experience as foreman on Civil projects. • must supervise the works full-time on site, the team / the workers and the correct use of all plant/machinery. • must be able to work with local labour • must ensure the all Codes & Standards specifications are met and carried out • must be able to do setting-out & levelling	10		
Skilled Artisan / Paving specialist (min 40 hours / 5 days per week / full time on site) • Must be suitably skilled and have CV verifiable experience working with segmented paving on Civil projects. • Must be able to do setting-out & levelling of pavers to obtain accurate and uniform finishes. • Must be able to supervise the paving construction teams and instruct corrective action.	10		
Occupational Health & Safety (OHS) Officer (CV verifiable) (Min 8h per week) • must monitor & manage all OHS matters • must monitor the team / the workers and the correct use of all plant/machinery. • must be able to give clear and precise instructions must be able to implement corrective measures • must execute instructions from Municipality • be responsible for the OHS File, OHS Admin and all the required OHS documents on-site	5		
TOTAL	30		

- (b) In order to claim points for the above bidders must submit detailed Curriculum Vitae (CV) of each key personnel to be used/allocated for this Tender. **The staff or personnel listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project.** CV experience listed of key staff must be relevant and current. Points can only be allocated once, meaning one-person-one-score, no multiple scoring. Please note: The staff allocated to this Tender must be on-site and used in this Tender. If the person is unavailable during time of Execution he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Mossel Bay Municipality and/or professional consulting engineer overseeing this project

Criterion 4: Plant / Equipment / Material (that will be allocated to this Tender)

If the Bidder intend to use plant / tools / equipment other than those stipulated in the Tender Specifications the Bidder must qualify/declare this in their tender document, for the evaluation process. If nothing is qualified or declared, then those stipulated in the Tender Specifications are applicable to this Tender.

A maximum of 30 points will be awarded based on the information provided.

Equipment	Owned by Bidder (Maximum Points)	Intent to Rent / Hire (Maximum Points)	Bidder Score Subject to points (a)-(d)
Transport: LDV / Bakkie	5	2	
6m ³ Truck.	5	3	
10 ton Steel drum vibrating Roller Machine.	5	3	
600-650mm wide walk-behind pedestrian roller compactor machine.	5	2	
Bachoe Loader (Digger Loader – 52kW – 70kW)	5	2	
Water truck/cart of at least 5000 liters' capacity.	5	3	
TOTAL	30	15	

The tenderer shall state below what plant / tools / equipment will be available specifically for this Contract. The tenderer shall differentiate, if applicable, between plant / tools / equipment immediately available plant / tools / equipment will be acquired or hired for the work should he be awarded the tender.

If no information is provided below or referred to as an additional attachment **NO POINTS WILL BE AWARDED.**

PLANT / TOOLS / EQUIPMENT AVAILABLE AND ALLOCATED FOR THIS PROJECT

DESCRIPTION (type, size, capacity and year of registration)	QUANTITY	REGISTRATION NUMBER (Applicable for plant/vehicles/trailers etc.)

PLANT / TOOLS / EQUIPMENT THAT WILL BE ACQUIRED OR HIRED

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

If plant / tools / equipment, as stipulated above, will be rented, proof of the intention to lease it from the supplier must be submitted with the tender document. No points will be awarded if proof is not submitted.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 13: PROPOSED AMENDMENTS AND QUALIFICATIONS BY THE TENDERER

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

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

If no deviations or modifications are desired, the schedule hereunder is to be marked **NIL** and signed by the Tenderer.

No alternative tender will be considered unless a postulated (basic) tender free of qualifications and strictly on the basis of the tender documents is also submitted. For submission of an alternative tender (including an alternative contract time period) Tender Condition C.2.12 of T1.3: Tender Data and Notes 5 and 6 under "Notes to tenderer" under T2: Returnable Schedules shall be followed.

PAGE	CLAUSE / ITEM	PROPOSAL / DESCRIPTION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 14: RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communications / Addenda / Notice(s) to Tenderers received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of Addenda / Notices issued to Tenderers indicating proof of receipt shall accompany this Schedule.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

**SCHEDULE 15: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS, 2017** **MBD 6.1**

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 **80/20 or 90/10** 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.

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) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- | | | |
|----|--|-----------|
| 1) | Status level certificate issued by an authorized body or person; | B-BBEE |
| 2) | affidavit as prescribed by the B-BBEE Codes of Good Practice; | A sworn |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any other |
- (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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

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

- 5.1 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:

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

6. BID DECLARATION

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

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

- 7.1 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.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1 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:

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		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 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

.....

.....

**SCHEDULE 16: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR
DESIGNATED SECTORS** **MBD 6.2**

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, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on
[http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/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;

2. Definitions

- 2.1 **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

- 2.5 “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7 “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Construction Material	100 %
Plastic Pipes – High Density Polyethylene (HDPE) pipes	100 %
Steel Pipes	100 %

4. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.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.

5. 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.

**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/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity asof
.....(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;
- (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;

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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

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

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1.1.2	Nameboard										
1.6.3 - 1.6.9	Temporary Worksigns										
5.4.1 / 13.1.1	450mmØ HDPE Spiral Pipe										
5.10.2	1.2mm Galv. Steel Fence										
19.1.1.1 - 19.1.1.5	Road Signs										
19.1.2.1 - 19.2.2	76mm Galv. Pole										

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

SCHEDULE 17: MOSSEL BAY MUNICIPALITY GIS DATA STANDARDS AND METADATA REQUIREMENTS

Prepared By: Corporate GIS

1. INTRODUCTION:

The Mossel Bay Municipality's (MBM) GIS system plays a vital role in planning, documenting and decision-making processes within the MBM. To maintain, develop and streamline the GIS of the MBM data, standards need to be developed and implemented. This document addresses these issues by specifying the data requirements from a GIS perspective.

1.1. Background:

The MBM has made use of GIS technology since 2012. As GIS technology developed various directorates have become more reliant on GIS. This has resulted in the need to establish a set of standards that can be issued with tender specifications that have a GIS component or when spatial data is requested from service providers.

1.2. Purpose

The purpose of this policy is to:

- Ensure standardization on the use of GIS with a view of maximizing benefits from investments;
- Provide a process for access to GIS data both internal and external;
- To guarantee compliance to all legislative requirements relating to the handling and dissemination of spatial and related information.

1.3. Application

This policy governs access, use and management of GIS resources. These include personnel, hardware, software, data, procedures, policies and methods, and products related to GIS. All users given access to any municipal GIS resources are expected to have read, understood and comply with this policy.

1.4. Principles

The municipality has an effort to build and maintain a spatial information system to provide more efficient service to its citizens and clients. It is the intent of the MBM to provide access to spatial information as permitted or required by law. It should be noted that the Promotion of Access to Information Act No.2 of 2000 requires the organs of state to make all public records available to the public.

Hence the municipality has concluded that the main objectives governing the adoption and use of GIS should be:

- Increased efficiency and effectiveness in the delivery of the municipal service delivery/customer care centers;
- Improve data and information integration at all municipal departments;
- Centralize GIS data
- Encourage data sharing where ever possible at all levels of government
- Easy, consistent and effective access to geographic information; and
- Promote use of geographic information and tools as widely as possible.

2. PROGRAMMATIC RESPONSIBILITIES

2.1 Software

The MBM utilizes the ESRI software suite, namely ArcGIS Web, Mobile and Desktop Solutions All GIS software shall adhere to the specifications as established by the IT Department. The municipality has adopted the Environmental Science Research institute (ESRI) software as its standard corporate GIS software. ESRI software is OGC (Open Geospatial Consortium) compliant. Software licensing is based on a named user licensing model. A named user can be made available to internal or external users.

2.2. Software Maintenance

To consolidate software inventories and coordinate continuous upgrades, all ESRI GIS software is to be licensed to the IT department under a single customer number. The IT Manager will be responsible for the distribution and assignment of software and licensing.

3. SPATIAL PROJECTS

For any project that contains a spatial component please consult the GIS department **BEFORE** the project commences so that the municipality can assist with setting up the project and therefore ensuring compliance to municipal spatial standards and requirements.

The following legislation is applicable to this Data Standards Document:

- Spatial Data Infrastructure Act 54 of 2003
- SANS 1878/19115: Metadata Standard
- SANS 1880: South African Geospatial Data Dictionary
- SANS 19104 / ISO 19104: Geographic Information – Terminology
- SANS 19999: Managing Geographic Information

4. GIS DATA STANDARDS

4.1. When an empty geodatabase has been provided by the municipality

- Capture all data and relevant fields as specified in the tender specifications
- If any other spatial data (Except for the feature classes provided) is included in the final deliverable this data has to be in a feature dataset
- Data must be captured with the cadastral file used as background reference
- All raster data and symbology layers must be excluded from the geodatabase and provided in a separate folder

4.2. When an application has been provided

When a specific application has been provided ensure detail regarding the time, accuracy and person doing the data capturing is provided

For all Infrastructure capital projects please follow the following link: https://mbm-gis.maps.arcgis.com/apps/webappviewer/index.html?id=c5947d5aa12a49d4a76a0d1edacc1a_4a

4.3. When no geodatabase has been provided by the municipality

Vector data

- All vector data must be submitted as Feature Classes (Points, Lines or Polygons) and be provided in a File Geodatabase format.
- Should the data be saved as an ArcGIS Pro project, the .aprx file should accompany the various spatial layers. If the data is saved as an ArcMap Project, the .mxd file should be provided.
- Where specific symbols have been created a symbol file and/or a layer file should be submitted with the various spatial layers.
- All spatial layers created as part of a project commissioned by the MBM should be submitted with the final deliverable, as this will assist with determining the methodology used and the accuracy of the data. These files should be saved in a separate folder from the final deliverable.

Attribute data

- All field names must be in title case and understandable.
- If the field name is more than one word, underscores must be used e.g. Facility Name.
- The attribute data text must be in sentence case.
- Metadata explaining the field names and field parameters must be provided
- Metadata explaining the file information must be provided e.g. Created by Author, Credibility, Date Created, Description and Summary.

GPS data

- All GPS coordinates must be provided as degrees, minutes and seconds, or as X and Y coordinates.
- GPS accuracy depends on the application for which the coordinates are being captured. Sub 1-meter accuracy should be the norm when capturing engineering related activities, e.g. the location of water meters or water pipelines.
When dealing with land related activities sub 2.5-meter accuracy should be the norm, e.g. the location of a building or an erf.
- All GPS data, must be have an accuracy within 5 meters.

Raster data

- All imagery provided to the MBM that relates to a specific project and that is required electronically must be submitted in Tiff format and should include a title, drawing reference number, name of company, scale, etc.
- All imagery purchased on behalf of the MBM or ordered directly from the various service providers must be georeferenced to the MBM cadastral.
- When purchasing imagery from a service provider, detailed terms of reference must be agreed on. This should include any additional deliverables, such as ground control points (x, y and z values) and the data bundles, in the case of satellite imagery.
- All imagery purchased on behalf of the MBM or as part of a project being undertaken for the MBM must be provided to the institution at no additional cost.
- All imagery provided to the MBM must come with a government multi-license, i.e. all government departments should have access to the imagery at no expense, only a license agreement should need to be signed.

4.4. Data accuracy

Data accuracy is the responsibility of the service provider or vendor. Should the accuracy of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

Metadata on the accuracy of any spatial data must accompany the final deliverable.

4.5. Data quality

Data quality is the responsibility of the service provider or vendor. Should the quality of the data not be to the satisfaction of the MBM, it is the responsibility of the service provider to correct the accuracy, at no additional cost to the institution.

4.6. Projection

All spatial data provided to the MBM must be projected. The following Projected Coordinate System must be used:

Projection: Transverse Mercator

False Easting: 0.000000

False Northing: 0.000000

Central Meridian: 23.000000

Scale Factor: 1.000000

Latitude_Of_Origin: 0.000000

Linear Unit: Meter (1.000000)

Geographic Coordinate System: GCS_Hartebeesthoek_1994

Angular Unit: Degree (0.0174532925199433)

Prime Meridian: Greenwich (0.000000000000000000) Datum: D_Hartebeesthoek_1994

Spheroid: WGS_1984

Semimajor Axis: 6378137.000000000000000000

Semiminor Axis: 6356752.314245179000000000

Inverse Flattening: 298.257223563

Hartebeesthoek94_Lo23

Authority: Custom

5. METADATA STANDARDS

GIS datasets with adequate documentation are more useful to MBM staff and external stakeholders. Such documentation alerts the potential user of the dataset's quality and limitations, enabling proper use of the dataset beyond the original developer. Documenting GIS datasets is an important responsibility of the GIS unit creating the datasets. Every GIS dataset created and acquired by a GIS user must have an accurate metadata record according to municipal standard. Corporate GIS will maintain an electronic metadata viewer however GIS units are responsible for the update of the database and hardcopy records where necessary. This follows the Spatial Data Infrastructure Act, Act no 54 of 2003.

The following metadata should be provided with any spatial data being provided to the MBM. The metadata should preferably be accessible through ArcCatalog, i.e. XML file; alternatively, a separate word document can be submitted with the spatial data. For more detail on Spatial Metadata refer to SANS:1878 in South Africa.

Core metadata for spatial datasets:

No	Metadata	Explanatory Notes
Identification		
1	Dataset description	A brief summary of the dataset.
2	Purpose of the dataset	The purpose for which the dataset was created
3	Access constraints	Restrictions and legal prerequisites for accessing the data set.
4	Use constraints	Restrictions and legal prerequisites for using the data set after access is granted.
5	Format of dataset	Shapefile, Feature Class, GeoTIFF, etc.
Contact information		
6	Contact name	Contact name of the person responsible for creating the dataset.
7	Organisation	Organisation for whom the responsible person works.
8	Contact no. (Tel)	Telephone number of the responsible person.
9	Contact no. (Fax)	Contact fax number of the responsible person.
10	Contact e-mail	Contact e-mail address of the responsible person.
Citation		
11	Project Title	Name of the dataset.
12	Originator	The name of the organisation or individual that originally developed the data set.
13	Publication date	The date on which the data set was published or otherwise made available for release.
Status		
14	Progress	Complete, in progress, Draft or planned etc.
Spatial reference		
15	Geographic Coordinate System	GCS_Hartebeesthoek_1994
16	Projection	Transverse Mercator
17	Horizontal datum	D_Hartebeesthoek_1994
18	Ellipsoid	WGS_1984
19	Planar distance units	Meters
Data quality		
20	Attribute accuracy	Brief description of the attribute accuracy, e.g. not accurate, as the data needs to be verified/Very accurate/Verified on site.
21	Source information	Where the data was originated, e.g. created for the project or not sure.
Metadata reference		
22	Contact details	Who was responsible for creating the metadata.
23	Organisation	For which organisation does the person who updated the metadata work.
24	Contact details	Contact number of the responsible person.

NOTE:

All spatial data requested by or created for the MBM must be submitted in the format specified above and should include core metadata as per the above table. Should a service provider not be in a position to supply the spatial data to the MBM in the above - mentioned formats, it is his responsibility to obtain the relevant services or software at his own cost. Should a tool or application be developed for the MBM, all the source code is to be provided as part of the final deliverable.

Once the MBM has received a copy of the adopted metadata standards, the above - mentioned metadata requirements are likely to change.

6. LICENSING AGREEMENT**6.1. Acknowledgement of conditions**

All GIS users shall abide by the municipality terms and conditions for use of GIS products. To minimize administrative obligations, the municipality will not request any written acceptance of conditions for use of GIS products. However, every user accepting any GIS product will be provided and/or made aware of the municipal license agreement. These will be printed on all data exchange mediums, emails, file transfer protocol and web pages.

6.2. Immunity from Liability

Nothing in this policy shall be construed to conflict with the legislation applicable to the Republic of South Africa. In making GIS data accessible, the Municipality makes no warranty of accuracy. The information contained in the fulfilment of any GIS data or map request is compiled for use by the Mossel Bay Municipality, its employees and consultants. The municipality does not warrant the accuracy of any data, map or application. Any person or entity requesting GIS data should conduct an independent inquiry regarding the accuracy of all information provided. Any inaccuracies shall be reported to the municipality or its agents as stipulated in chapter 23 of the Spatial Information Bill or subsequent legislation. Neither the Municipality nor its employees and representatives shall be liable for the information neither provided nor for any oral representation provided based on said data.

6.3. Copyright

Spatial information products and services originated by the State are protected in terms of the Copyright Act, 1978 (Act 98 of 1978). As the State President is the holder of State copyright, all organs of State enjoy unhindered use of the spatial information products and services of other organs of State, without a need for further permission to copy in terms of that copyright.

The Council or other suppliers assert copyright over all works including computer programs and collections of data supplied to the user as part of the service. All such items are supplied for the personal use of the user only, and only for purposes permitted by applicable law. The data may not be copied or distributed to any other person in any manner or form for reward or any other purpose.

The user undertakes to refrain from any infringement of the Council's copyright to the data and to guarantee that all other persons to whom the User makes available any copyrighted data obtained from the Council for authorized purposes, including partners, employees, clients or professional advisers shall do likewise.

6.4. Indemnity

The Municipality shall not be liable for any loss or damages suffered by the User because of any inaccuracy in the service or data supplied.

SCHEDULE 18: Declaration for procurement above R10 million

MBD 5

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

1. Are you by law required to prepare annual financial statements for auditing? **YES/NO**
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment during the past three years.
.....
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES/NO**
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.
.....
.....
.....
 - 2.2 If yes, provide particulars:
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **YES/NO**
 - 3.1 If yes, furnish particulars.
.....
.....
.....
4. Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality entity is expected to be transferred out of the Republic? **YES/NO**
 - 4.1 If yes, furnish particulars.
.....
.....
.....

CERTIFICATION

I, THE UNDERSTAND (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THE DECLARATION IS FORM TRUE AND CORRECT. I
ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROOF TO BE FALSE.

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

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

Tenderer.....

Part C1: Agreements and Contract Data

	Page
C1.1 Form of Offer and Acceptance (Agreement).....	C1 Page 2
C1.2 Contract Data.....	C1 Page 7
C1.3 Occupational Health and Safety Agreement.....	C1 Page 13
C1.4 Insurance Broker's Warranty.....	C1 Page 15

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the

TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

.....

.....(in words)

R.....(in numbers)

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

Signature(s)

Name(s)

Capacity

for the tenderer

(Name and
address of
organization/
tenderer)

Name and
signature
of witness Date

Acceptance

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

The Employer appoints the tenderer for:

TDRXX/2021: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

The terms of the contract, are contained in:

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

and 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 tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the
Employer** **MOSSEL BAY MUNICIPALITY**

Name and
signature
of witness

Date

.....

Schedule of Deviations

Notes:

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

1 Subject	.....
Details	.....
	
	
	
2 Subject	.....
Details	.....
	
	
	
3 Subject	.....
Details	.....
	
	
	
4 Subject	.....
Details	.....
	
	
	
5 Subject	.....
Details	.....
	

By the duly authorized representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization/
tenderer)
.....

Name and signature
of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name and address of organization) MOSSEL BAY MUNICIPALITY.....
.....
.....

Name and signature
of witness Date

Confirmation of Receipt

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

the.....(day) of(month) of 20.....(year)

at(place)

For the Contractor:

.....
Signature

.....
Name

.....
Capacity

Signature and name of witness:

.....
Signature

.....
Name

C1.2 Contract Data

PART 1: CONTRACT DATA PROVIDED BY THE EMPLOYER

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

The abovementioned document is prepared by the South African Institution of Civil Engineering (SAICE) and shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer's Agent and the Engineer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 97 to 116 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

The General Conditions of Contract 2015 makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

Clause 1.1.1.14:

The time for achieving Practical Completion as indicated by the tenderer elsewhere in this document, is inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (refer to Clause 5.8.1 below).

Clause 1.1.1.15:

The **Employer** is the MOSSEL BAY MUNICIPALITY, represented by the Director Technical Services and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: **MOSSEL BAY MUNICIPALITY**

and is referred to in this Contract Document by the terms "Employer", or "Municipality" as the context provides.

Clause 1.1.1.16:

The **"Employer's Agent"**, referred to in the documents, is the firm of SMEC South Africa (Pty) Ltd, acting through a director, an associate or an official authorised thereto in writing.

The name of the Employer's Agent is: **SMEC South Africa (Pty) Ltd** or their successors duly appointed by the Employer

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

1.1.1.35 **"Drawings"** means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer's Agent or delivered to the Contractor by the Employer's Agent.

1.1.1.36 **"Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful tenderer's Offer and no rights shall accrue.

Clause 1.1.1.28:

Replace with the following:

"Scope of Work" means the document(s) containing the Standard Specifications, the Project/ Particular Specifications and the Drawings, that specify and describe the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed.

Clause 3.2.1:

Replace the clause with the following:

The Employer's Agent will administer the contract to protect the interest of the Employer and with fairness to the contractor. He will however clear all financial expenditure outside the stipulations of the Bill of Quantities and risks associated with the project with the Employer.

Clause 4.3:

Add the following clause after Clause 4.3.2.:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.3 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.3 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Other requirements, as directed by the Employer or Employer's Agent.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is 14 days.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.
- (2) The year end break commencing mid December and ending early January as published by SAFCEC

Clause 5.12.2.2:

For the purposes of calculating an extension of time due to climatic conditions in terms of clause 15.12.2.2, the number of days in excess of the number of working days anticipated to be lost due to climatic conditions shown in Table A shall be taken into account:

Table A: Anticipated days lost due to normal climatic conditions for five-day work week

Month	"n" Working Days	Month	"n" Working Days
January	2	July	4
February	2	August	4
March	3	September	2
April	3	October	2
May	4	November	3
June	4	December	3

The Employer's Agent will certify a day lost due to climatic conditions only if:

- No work on the critical path according to the latest approved programme for completion of the works could be carried out during that specific working day, or if
- Only 30% or less of the work force and plant planned for that specific day, could work.

The extension of time as a result of climatic conditions will be calculated monthly as being equal to the absolute value of number of days certified by the Employer's Agent as lost due to climatic conditions, less the number of days in Table A. The days will however not be written off if not claimed during the month, but shall be taken cumulatively over the whole contract period.

The total extension of time for the contract will be the sum of the approved extensions less the days in Table A. Extension of time for six-day working weeks and parts of a month shall be calculated pro rata.

The Contractor shall submit to the Employer's Agent claims for all time lost due to inclement weather/Consequential days within 7 working days of the claim day. A record of inclement weather shall be kept by the Contractor and recorded at site meetings on a regular basis. The onus is on the Contractor to prove these claims.

Clause 5.13.1:

The penalty for failing to complete the Works is **R7 500** per calendar day. This will be applicable to each of the stages/phase as set out in the programme stating the milestones in Schedule 11 in List of Returnable Documents.

Clause 5.16.3:

The latent defects period is **10** years

Clause 6.2.1:

The security to be provided by the Contractor is **10%** of the value of the contract amount inclusive of VAT.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is **10%**.

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Interim payment to the contractor shall be subject to a retention by the Employer's Agent of an amount of **10%** of the said amount due to the contractor. The limit of retention money is **5%** of the Contract Price, including allowances for contingencies. A guarantee in lieu of retention is not permitted.

The limit of retention money for the Defects Liability Period shall be **5%** of the Contract Price.

Clause 6.10.4:

Add the following to clause 6.10.4:

Notwithstanding the above, the Employer's Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is **R20 000.00**

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R5 000 000.00** for a single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.6:

The evidence that the insurances have been implemented in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty.

Clause 9.2.1:

Add the following Clauses after Clause 9.2.1.3.8:

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10:

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employer's Agent.

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical : Postal :
Address Address

.....

.....

.....

.....

Telephone : Fax:

email :

Clause 6.8.3: Variation in the cost of special materials

SPECIAL MATERIALS		
Each material dealt with as a special material in terms of Clause 4.1 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the Employer below shall be considered as special materials.		
Special Material	Unit	State source (refinery) of special material Current Rate or Price
When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.		

SIGNED ON BEHALF OF TENDERER:

C1.3 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE MOSSEL BAY MUNICIPALITY (HEREINAFTER
CALLED THE "EMPLOYER") AND**

..... ,
(Contractor/Mandatar/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

for and on behalf of Contractor

Signed at on the.....day of.....20

Witness

for and on behalf of Employer

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

C1.4 Form of Guarantee

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: Mossel Bay Municipality

"Contractor" means:

"Engineer" means:

"Works" means: TENDER: TRD xx/2021 CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND
CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER
IN GREAT BRAK RIVER

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

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

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

Amount in words:

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

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the contractor's default and that this Performance Guarantee is called up in terms of 5;
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Part C2: Pricing Data

	Pages
C2.1 Pricing Instructions.....	C2 Page 2
C2.2 Bill / Schedule of Quantities.....	C2 Page 4

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work, Particular or Works Specifications. The Preliminary and General items shall be measured in accordance with the provisions of SANS 1200-A, General.

Measurement and payment for the electrical portion shall be in accordance with the relevant provisions of the SANS 0102, as amended in the Scope of Works.

2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standard Specifications.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
Provisional sum:	An amount provided for work the scope and/or the necessity of which is undecided, and which will be dealt with in accordance with clause 6.6.1 of the General Conditions of Contract.
Prime cost sum:	An amount provided to cover the cost price of certain goods, services or materials in accordance with clause 6.6.2 of the General Conditions of Contract.

4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in the Bill of Quantities are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the

execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items.
8. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. **A price or rate shall be entered against each item in the Bill / Schedule of Quantities.** Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

The tendered rates shall be valid irrespective of any change in the quantities during the execution of the works projects under the contract.

10. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
11. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters L in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters L are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
14. **No unauthorized amendment shall be made to the Bill of Quantities or any part of the Pricing Data. If such amendment is made or if the Bill of Quantities is not properly completed, the tender may be rejected.**
15. **All transportation of material anywhere on/off or from or to the various sites will be deemed to be unlimited free-haul and the contractor must allow for this in the rates tendered for the items in the Bill of Quantities.**
16. **No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.**

C2.2 Bill of Quantities

CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

PART A

PRELIMINARY AND GENERAL

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200 A	GENERAL				
1.1	8.3	FIXED CHARGES AND VALUE RELATED ITEMS				
1.1.1	8.3.1	Contractual requirements	Sum	1		
	8.3.2	Establishment of Facilities on site				
	8.3.2.1	Facilities for Engineer				
1.1.2		(c) Nameboard	No	2		
	8.3.2.2	Facilities for contractor				
1.1.3		(a) Office and sheds	Sum	1		
1.1.4		(e) Ablution and Latrine Facilities	Sum	1		
1.1.5		(f) Tools and equipment	Sum	1		
1.1.6		(g) Rain gauge	Sum	1		
1.1.7	8.3.3	Other fixed cost obligations not included (Specify)	Sum	1		
1.1.8	8.3.4	Removal of facilities off site	Sum	1		
1.2	8.4	TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements	Sum	1		
	8.4.2	Operating and Maintenance of Facilities on Site for the duration of the Contract, for:				
1.2.1.1		(a) Office and sheds	Months	3		
1.2.1.2		(e) Ablution and Latrine Facilities	Months	3		
1.2.1.3		(f) Tools and equipment	Months	3		
1.2.1.4		(g) Water, electricity, communication	Months	3		
1.2.1.5	8.4.3	Supervision and survey for the contract duration	Months	3		
1.2.1.6	8.4.4	Company and Head Office overheads cost for the Duration of the Contract.	Months	3		
1.2.1.7	8.4.5	Other time related obligations not included (Specify)	Months	3		
		Note: No payment shall be made if Item A1.11 is priced, but not specified.				
1.3	8.6	PRIME COST SUMS				
1.3.1	8.6.1	Testing of materials and workmanship	Prov Sum	-	R15 000.00	
1.3.2		Charge by contractor on item 8.6.1	%	-		
TOTAL CARRIED FORWARD						

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
1.4	8.7	DAYWORK				
		Labour:				
1.4.1		Skilled labour	hr	8		
1.4.2		Semi skilled labour	hr	8		
1.4.3		Unskilled labour	hr	16		
1.4.4		Surveyor	hr	8		
1.5	8.7	Plant: (Wet-rates shall be tendered and shall include all costs				
1.5.1		Digger Loader more 75 Kw	hr	8		
1.5.2		Water truck up to 5kl	hr	8		
1.5.3		Tipper Truck- (6m³) capacity	hr	8		
1.5.4		Walk-behind vibratoing roller (1.0 ton)	hr	8		
1.6	8.8	TEMPORARY WORK				
1.6.1	8.8.2	Accommodation of traffic	Sum	1		
1.6.2		(i) Flagman (6 No)	Weeks	12		
1.6.3		(ii) Temporary Road Signs a) Road works - TW336	No	4		
1.6.4		b) Road narrows from on side - TW330	No	4		
1.6.5		c) Keep Right - TR104	No	2		
1.6.6		d) Temporary Regulatory Sign - TR201-60	No	4		
1.6.7		e) Temporary Regulatory Sign - TR201-40	No	4		
1.6.8		f) Warning TW336-WG	No	4		
1.6.9		g) Danger Plate TW401/TW402	No	80		
1.6.10		h) Plastic barrier with droppers and fencing to barricade off works area and trenches	m	500		
1.6.11		j) Any additional signage for detours, etc.	PC Sum	-	R5 000.00	
	8.8.4	Existing services				
1.7		c) Excavation by hand in soft material to expose	m³	2		
TOTAL CARRIED FORWARD						

MOSSEL BAY MUNICIPALITY

A3

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
1.8	C3.3 Part D	Occupational Health and Safety				
1.8.1	PSA 8.9.1	Cost of OHS measures in terms of Construction Regulations (2003) of the Occupational Health and Safety Act	Sum	1		
1.8.2	PSA 8.9.2	Compilation and Maintenance of a Health and Safety Plan, including Risk Assessment, Safety Works Procedures and Methods Statement	Sum	1		
1.8.3	PSA 8.9.3	Compilation and maintenance of the Health and Safety File	Sum	1		
1.8.4	PSA 8.9.4	Medical Examination Including	No	20		
1.8.5	PSA 8.9.5	Covid-19 Provisions	Sum			
TOTAL CARRIED FORWARD TO SUMMARY						

PART B

SIDEWALK - STATION ROAD

STORMWATER CHANNEL - LONG STREET

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	SANS 1200 C	SITE CLEARANCE				
2.1	8.2.1	Clear, grub and dispose of plant material	m ³	81		
	8.2.8	Demolishing and removal of structure				
2.2		(i) Remove existing kerb and channel	No	50		
2.3		(ii) Remove existing bevel paving	m ²	246		
2.4	8.2.1	Breaking and carting away of existing vehicle accesses.	m ³			
2.5	8.2.2	Raising and/or lowering of existing services.	PC Sum	1	5000.00	
2.6	8.2.9	Transport materials and debris to site	m ³ .km	650		
3	SANS 1200 DA	EARTHWORKS (SMALLWORKS)				
3.1	8.3.1	Excavation				
3.1.1		(b) Excavate in all material and use selected material for embankment or backfill or dispose, as ordered				
3.1.1.1		1) Side walks	m ³	243		
3.1.1.2		2) Stormwater Channel	m ³	243		
3.1.1.3	Overhaul	b) Long overhaul	m ³ .km	650		
4	SANS 1200DK	GABIONS AND PITCHING				
4.1	PSDK 8.2.8	16kg terracrete permeable concrete paving blocks	m ²	50		
5	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)				
5.1	8.3.3	Treatment of road-bed (In situ material)				
5.1.1		(a) Preparation of road-bed and compaction of material to:				
5.1.1.1		(1) 150mm layer 90% MDD - Side walk	m ³	75		
5.1.1.2		(1) 150mm layer 90% MDD - Stormwater channel	m ³	95		
5.2	8.3.7	Cut to spoil or stockpile from				
5.2.1		a) Soft excavation	m ³	150		
5.2.2		b) Intermediate excavation	m ³	90		
5.2.3		c) Hard excavation	m ³	60		
TOTAL CARRIED FORWARD						

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
5.3	SANS 1200 LB	BEDDING (PIPES)				
5.3.1	8.2.2.3	Supply of bedding material from commercial sources				
5.3.1.1		(a) Selected granular fill - Fill Blanket	m ³	10		
5.3.1.2		(b) Selected fill material - Bedding Cradle	m ³	2		
5.4	SANS 1200 LE	STORMWATER DRAINAGE				
5.4.1	8.2.1	Supply and lay: (a) 450mmØ, 6m class 8 kN/m ² HDPE spiral structured wall type	m	15		
5.4.2	8.2.8	New manholes Supply and install, complete as per drawing				
5.4.2.1		(i) 0m to 1.0m	No	2		
5.5	SANS 1200 ME	ROADWORKS				
5.5.1		SUBBASE				
5.5.1.1	8.3.3	Construct the subbase course/shoulder/gravel wearing course with material from commercial sources				
5.5.1.1.1		a) 150mm Subbase layer with G7 quality material to 93% MDD	m ³	120		
5.6	SANS 1200 MF	BASE				
5.6.1	8.3.3	Construct the base course course/shoulder/gravel wearing course from commercial sources:				
5.6.1.1		(b) 150mm subbase G5 material compacted to 95% MDD	m ³	120		
5.7	SANS 1200 MJ	SEGMENTED PAVING				
5.7.1	8.2.2	Construction of paving complete on 20mm crusher dust (6mm grit). Rate to include cutting units where required.				
5.7.1.1		(i) 50mm exposed concrete bevel pavers - Camel colour to match existing on 20mm bedding sand	m ²	745		
5.7.2	8.2.3	Cutting of pavers to suit kerbs/Edging				
5.7.2.1		(i) Straight	m	350		
5.7.2.2		(ii) curved	m	60		
TOTAL CARRIED FORWARD						

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
5.8	SANS 1200 MK	KERBING AND CHANNELING				
5.8.1		(a) Fig.8B mointable kerb				
5.8.1.1		(1) 1000mm long - Straight	m	6		
5.8.2		(b) Fig.12 A channels				
5.8.2.1		(1) 1000mm long - Straight	m	73		
5.8.2.2		(2) 300mm long - Curved	m	6		
5.9	PSMK 8.2.14	L11 Terraforce block wall				
5.9.1		(i) Foundation excavation for L11 terraforce	m ³	12		
5.9.2		(ii) 15 MPa - 400 X 200mm concrete foundation for L11	m ³	12		
5.9.3		(iii) L11 terraforce blocks (Camel) including backing	m ²	135		
5.9.4		(iv) L11 terraforce blocks (Camel) filled with crusher dust sta	m ²	24		
5.9.5		(v) AG200 Geotextile behind L11 retaining wall	m ²	145		
5.10	PSMK 8.2.15	Fence				
5.10.1	PSMK 8.2.15.1	1) 1.5m Post and Rail Barrier Fence	m	80		
5.10.2	PSMK 8.2.15.2	2) 1.2m Galv. Steel Palisade Fencing	m	15		
5.11	SANS 1200 MM	Ancillary Roadworks				
5.11.1	PS MM 8.3.7	Remove and re-instate existing road signs	No	6		
5.11.2	PS MM 8.3.8	Remove and re-instate existing street names	No	6		
TOTAL CARRIED FORWARD TO SUMMARY PAGE						

PART C

PARKING AREA - CAPE ROAD

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6	SANS 1200 C	SITE CLEARANCE				
6.1	8.2.1	Clear, grub and dispose of plant material	m ³	147		
6.2	8.2.8	Demolishing and removal of structures:				
6.2.1		(i) Remove existing kerb and channels.	m	60		
6.2.2		(ii) Remove existing concrete driveway (30-100 mm thick)	m ²	55		
6.2.3		(iii) Remove existing bevel paving brick	m ²	60		
6.2.4	8.2.9	Transport materials and debris to dumping site	m ³ .km	270		
6.2.5	8.2.1	Remove topsoil to nominal depth of 100mm and stockpile on site	m ³	30		
7	SANS 1200 DA	EARTHWORKS (SMALLWORKS)				
7.1	8.3.1	Excavation				
7.1.1		(b) Excavation in all materials and use for backfilling, filling or carting away, as ordered by the engineer.				
7.1.1.1		(1) intermediate excavation	m ³	10		
7.1.1.2		(2) hard rock excavation	m ³	10		
7.1.2	8.3.3	Long overhaul (provisional)	m ³ .km	200		
8	SANS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
8.1	8.3.2	Excavation				
8.1.1		(a) Excavation in all materials for trenches and use for backfilling, bedding or carting away, as ordered by the engineer				
8.1.1.1		For pipes with nominal dia. up to 450mm				
8.1.1.2		(i) for 0m up to 1m deep	m	7		
		(ii) for 1.1m up to 2m deep	m	8		
9	SANS 1200 DM	EARTHWORKS (ROADS, SUBGRADE)				
9.1	8.3.3	Treatment of road-bed (In situ material)				
9.1.1		(a) Preparation of road-bed and compaction of material to:				
9.1.1.1		(1) Minimum of 90% MDD density	m ³	45		
TOTAL CARRIED FORWARD						

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
9.2	8.3.7	Cut to spoil or stockpile from				
9.2.1		a) Soft excavation	m ³	200		
9.2.2		c) Hard excavation	m ³	10		
10	SANS 1200 ME	SUBBASE				
10.1		150mm Subbase layer with G7 quality material to 93% MDD				
10.1.1	8.3.3	From commercial sources	m ³	55		
11	SANS 1200 MF	BASE				
11.1		Construct base with material from commercial sources				
11.1.1	8.3.3	a) Gravel material				
11.1.1.1	8.3.3	i) 150mm Base with G5 quality material to 95% MDD	m ³	45		
12	SANS 1200 LB	BEDDING (PIPES)				
12.1	8.2.2	Supply of bedding material from commercial sources				
12.1.1		(a) Selected granular fill - Fill Blanket	m ³	10		
12.1.2		(b) Selected fill material - Bedding Cradle	m ³	2		
13	SANS 1200 LE	STORMWATER DRAINAGE				
13.1	8.2.1	Supply and lay:				
13.1.1		(a) 450mmØ, 6m class 8 kN/m ² HDPE spiral structured wall type	m	14		
13.2	8.2.8	New manholes Supply and install, complete as per drawing				
13.2.1		(i) 0m to 1.0m	No	2		
13.2.2		(ii) Over 1.0 to 1.5m	No	1		
13.2.3		(iii) Over 1.5m to 2m	No	1		Rate Only
TOTAL CARRIED FORWARD						

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
14	SANS 1200 ME	SUBBASE				
14.1		150mm Subbase layer with G7 quality material to 93% MDD				
14.1.1	8.3.3	From commercial sources	m ³	95		
15	SANS 1200 MF	BASE		15		
15.1	8.3.3	Construct the base course with material from commercial sources:				
15.1.1		(b) 150mm subbase G5 material compacted to 95% MDD for parking area	m ³	80		
16	SANS 1200 MG	BITUMINOUS SURFACE TREATMENT				
16.1	8.5.10	Saw cutting existing surface to form straight edge.	m	20		
16.2	PSMG 8.5.11	Cold premix asphalt for road reinstatement	m ²	12		
17	SANS 1200 MJ	SEGMENTED PAVING				
17.1	8.2.2	Complete construction of paving on 20mm bedding sand				
17.1.1		(i) 73mm de hoop matt brown brownclay brick on (60/40) 20mm bedding sand	m ²	60		
17.1.2		(ii) 80mm cobblestone strips on 20mm bedding sand	m ²	455		
17.1.3		(iii) 50mm oubaai-50 cobble on 20mm bedding sand	m ²	33		
17.1.4	8.2.3	Cutting of pavers to suit kerbs/Edging (i) Straight	m	120		
17.1.5		(ii) curved	m	20		
18	SANS 1200 MK	KERBING AND CHANNELING				
18.1	8.2.1	Concrete kerbs				
18.1.1		(a) Fig. 4 kerbs				
18.1.1.1		(1) 1000mm long - Straight	m	120		
18.1.1.2		(2) 300mm long - Curved	m	15		
18.1.2		(b) Fig.14 channels				
18.1.2.1		(1) 1000mm long - Straight	m	45		
18.1.2.2		(2) 300mm long - Curved	m	45		
TOTAL CARRIED FORWARD						

TDR224/2021/2022 - CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD						
19	SANS 1200 MM	ANCILLARY ROAD WORKS				
19.1	8.3	SCHEDULED ITEMS FOR ROAD SIGNS				
19.1.1	8.3.1	Road signs as per specifications of SARTSM for 60km/h zone				
19.1.1.1		(a) R1 Stop Signs	No	1		
19.1.1.2		(b) One Way (Left) R4.1	No	1		
19.1.1.3		(c) One Way (Right) R4.2	No	1		
19.1.1.4		(d) Danger Plates W401 and W402	No	2		
19.1.1.5		(e) No Entry R3	No	2		
19.1.2	8.3.3	Road sign support				
19.1.2.1		(a) 76mm Dia. Galv. Steel pole (3500mm Min.)	No	5		
19.1.2.2		(b) 76mm Galv. Steel pole (1800mm Min.)	No	2		
19.1.3	8.3.4	Excavation, concrete foundation and backfilling	m³	1		
19.2	8.4	SCHEDULED ITEMS FOR ROAD MARKINGS				
19.2.1	8.4.1	(a) (i) 100mm - White line	m			
19.2.2		(ii) 200mm - White line	m	30		
19.2.3		(iii) 300mm - White line	m	40		
19.2.4		(b) 100mm - Yellow line	m	155		
19.2.5		(c) White characters and symbols	m²	6		
19.2.6		(d) Yellow characters and symbols	m²	45		
19.2.7		(f) 100mm Red solid line	m	40		
19.3	8.4.4	Setting out and premarking	m	320		
20	SANS 1200 MK	KERBING AND CHANNELING				
20.1	PS MK 8.2.14	L11 Terraforce block wall				
20.1.1		(i) Foundation excavation for L11 terraforce	m³	5		
20.1.2		(ii) 15 MPa - 400 X 200mm concrete foundation for L11	m³	5		
20.1.3		(iii) L11 terraforce blocks (Camel) including backing	m²	13		
20.1.4		(iv) L11 terraforce blocks (Camel) filled with crusher	m²	13		
20.1.5		(v) AG200 Geotextile behind L11 retaining wall	m²	93		
TOTAL CARRIED FORWARD TO SUMMARY PAGE						

PART D

SUMMARY

SUMMARY OF BILLS OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
1	Part A - Preliminary and General	
2	Part B – Sidewalk – Station Road & Stormwater Channel – Long Street	
3	Part C – Parking Area – Cape Road	
	SUB TOTAL OF SCHEDULED WORK	
	Add 2% Contingencies	
	SUB TOTAL OF SCHEDULED WORK	
	VAT: Add VAT at the rate of 15% of the total	
	TENDER SUM CARRIED FORWARD TO C1.1 FORM OF OFFER	

DECLARATION

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming part C2.2 of this Contract Document upon which my/our tender for **TDR224/2021/2022: CONSTRUCTION OF PARKING AREA IN MOSSEL BAY AND CONSTRUCTION OF WALKWAY AND STORMWATER CHANNEL IN GREAT BRAK RIVER** has been based.

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

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

Tenderer

Part C3: Scope of Work

	Pages
C3.1 Description of the Works	C3 Page 2
C3.2 Engineering	C3 Page 6
C3.3 Construction	C3 Page 7

C3.1 Description of the Works

	CONTENTS	PAGE
1.	EMPLOYER'S OBJECTIVES	2
2.	OVERVIEW OF THE WORKS	2
3.	EXTENT OF THE WORKS	3
4.	CONSTRUCTION TIME PERIOD	3
5.	CONTRACTOR'S CAMP SITE, POWER SUPPLY AND SERVICES	3
6.	CONSTRUCTION IN CONFINED AREAS	3
7.	WATER FOR CONSTRUCTION PURPOSES	4
8.	FEATURES REQUIRING SPECIAL ATTENTION	4
9.	ACCOMMODATION OF TRAFFIC	5
10.	ENVIRONMENTAL REQUIREMENTS	5
11.	LOCAL LABOUR	5

1. EMPLOYER'S OBJECTIVES

The Employer's objectives are to improve and rehabilitate the main road through Great Brak. This will be done by means of base repair, edge break repair, crack sealing the existing road surface and finally a rubber asphalt overlay will be done. The Groot Brak River bridge will also be rehabilitated and the water course be cleaned from sand and silt.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill / Schedule of Quantities.

2. OVERVIEW OF THE WORKS

2.1 General Description

A) Parking Area – Mossel Bay: The Parking Area is situated on municipal land in Cape Road. This will form part of the parking for the school.

The following construction work will be as follows:

- Site Clearance
- Layer works
- Kerbing
- Laying of Paving
- Terraforce Retaining Wall
- Stormwater pipe
- Stormwater Catch Pits

B) Side Walks and Stormwater Channels – Great Brak River: the works in Great Brak comprises of the constructing of a 1.2m wide sidewalk along Stasie Road and the construction of a stormwater channel and pipe and fencing at various places.

The following elements of work will be as follows:

- Site Clearance
- Layer Works
- Edging
- Laying of Paving
- Terraforce Retaining Wall
- Stormwater pipe
- Terracrete permeable concrete paving block stormwater channel
- Post and Rail Fence

2.2 Work Areas

The work will be executed in the road reserve along Cape Road in Mossel Bay and along Long Street (Major Road 348) from the police station to Stasie Road between stake value 0.38km to 2.935km, in Great Brak River, within the Mossel Bay Municipal boundaries.

2.3 Boundaries of the site

Along MR348, starting from SV0.38km to SV2.9352km along Long Street and Stasie Road within the road reserve as well as along Cape Road in Mossel Bay opposite the School tennis courts, within the road reserve.

2.4 Occupation of the site

Access to the site of the works will be given to the Contractor on the Commencement Date. The site of the works is on public roads, which will remain in use during the course of the work.

3. EXTENT OF THE WORKS

The work that is to be carried out under the contract is as provided for in the schedule of quantities. However, if during the course of construction conditions are found to differ from those anticipated, the Employer's Agent reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as additional work.

4. CONSTRUCTION TIME PERIOD

4.1 Construction work programme

The Contractor shall take note of various factors contained in these specifications, which will have a significant influence on the compilation of the construction work programme. The works can be programmed to runs simultaneously

The Contractor shall take the above into consideration when drawing up his programme and no claims will be entertained in this regard. The Contractor must also take note that both sites to be constructed simultaneously as set out in RETURNABLE SCHEDULE 11.

5. CONTRACTOR'S CAMP SITE, POWER SUPPLY AND OTHER SERVICES

The Contractor must provide and obtain his own location for establishment of a camp site and offices. The choice of all sites for the establishment of camps is subject to the approval of the Employer's Agent. The Contractor shall locate and propose a suitable site for approval.

The Contractor shall, however, make his own arrangements concerning the provision of water, electricity and other services for the campsite and office facilities.

No direct payment will be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

6. CONSTRUCTION IN CONFINED AREAS

It will be necessary for the Contractor to work within confined and restricted areas. In certain places the width of the fill material and pavement layers may decrease to zero and the working space may be confined. The method of construction in these confined areas largely depends on the Contractor's constructional plant.

Regardless, measurement and payment will be in accordance with the specified cross-sections and dimensions only, irrespective of the method used for achieving these cross-sections and dimensions. It is deemed that the rates tendered in the Pricing Schedule / Priced Bill / Schedule of Quantities include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions. **No additional payment will be made nor will any claim for payment be considered for work done in such confined areas, despite indications to the contrary in the Standard Specifications.**

7. WATER FOR CONSTRUCTION PURPOSES

The Contractor shall make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates. No sea water will be allowed as compaction agent.

8. FEATURES REQUIRING SPECIAL ATTENTION**8.1 Existing Services**

Any work requiring the excavation of existing road pavements, sidewalks and verges will require that necessary way leaves be obtained from the relevant service authorities (Telkom, Electrical Department / Eskom, Roads & Stormwater Department, Waterworks Department and Drainage & Sewerage Department).

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary way leaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor will be liable for obtaining all the necessary way leaves and work permits from the relevant service authorities prior to the commencement of work within the road reserve.

The Contractor shall allow sufficient time in his programme for the obtaining of all wayleaves and no claims for delay in obtaining of wayleaves shall be considered.

The Contractor shall carry out the works with the minimum interference to existing services and it shall be clearly understood that obtaining the necessary way leaves, will be at his own cost. The cost of repairing any damage to services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out the duties set out in this Clause, shall be borne by the Contractor.

8.2 Health and Safety Plan

Prior to commencing work, the Contractor shall submit a Health and Safety Plan, compiled in accordance with the Health and Safety Specifications in Part F of the Works Specifications to the Employer's Agent for approval. The Contractor may not commence construction without the Employer's Agent's approval of the Health and Safety Plan.

8.3 Standard of Materials, Workmanship, Testing and Performance

The attention of Tenderers is particularly drawn to the high standard of materials, workmanship, testing and performance applicable to his Contract as a whole and he shall convey this requirement to his proposed Sub-Contractors.

The Contractor will carry out control testing of materials and workmanship as required in terms of the specifications. Where necessary, the Employer's Agent may carry out acceptance control testing. The Employer will not pay claims or grant extension of time for delays to the works resulting from the awaiting of test results. Testing as required by the Employer's Agent will be carried out as promptly as possible but it is in the Contractors own interest to submit material samples and other components of workmanship for testing in good time to assist in avoiding or minimizing delays.

8.4 Weatherproof Protection for Workers

All staff required to continue working during rain shall be provided with oilskins and rubber knee-length boots, or other approved protective clothing and footwear.

8.5 Night Work and Work on Public Holidays

Where the Contractor requires staff to work overtime, he shall make the necessary arrangements with the Employer's Agent and obtain written approval from the Employer's Agent. The Contractor shall bear the cost of his overtime work.

8.6 Other Contractors

The Contractor's attention is drawn to the fact that there will be other contractors working on the Site of the Works. In accordance with Clause 4.8 of the General Conditions of Contract, the Contractor shall note and make due allowance for reasonable access to and for the adjacent operations of these other contractors on the site of the works.

9. ACCOMMODATION OF TRAFFIC

- (i) The safety and convenience of the travelling public is to be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times.
- (ii) It is important that the traffic accommodation requirements described in these specifications are adhered to and that all installations meet with the approval of the relevant traffic authority.
- (iii) The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads.
- (iv) Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason for the Employer's Agent to bring the works to a stop until the road signs, etc, have been repaired to his satisfaction.
- (v) The Contractor may not commence constructional activities before adequate provision has been made to accommodate traffic in accordance with the requirements of these specifications and Chapter 13 of Volume 2 of the South African Road Traffic Signs Manual (SARTSM).
- (vi) The Contractor shall submit proposals in connection with all signs and accommodation of traffic to the Employer's Agent for approval.

The traffic shall be accommodated on the existing surfaced carriageway and shoulders. No bypasses or temporary deviations shall be constructed. Accommodation of traffic will generally be carried out by closing off one lane of traffic at a time, accommodating the displaced traffic on the other lane(s), and managing the safe flow of traffic by Stop-Go control. The traffic safety officer will be required to patrol during these non-working periods and ensure that all temporary traffic-control facilities are in place and functional.

10. ENVIRONMENTAL REQUIREMENTS

The Contractor shall take particular note of the environmental requirements contained in the Works Specifications. A Stormwater Management Plan will be provided to the successful tenderer.

Personnel and plant shall not enter property beyond the road reserve boundary irrespective of whether or not the boundary is fenced. The Contractor shall take every precaution to avoid damage to vegetation and graves within that area which falls outside the designated work area as indicated on the drawings. Any damage caused is to be repaired at the Contractor's expense.

Storage and stockpiling of materials within the road reserve will not be permitted without the written consent of the Employer's Agent. Excess material from excavations and waste material shall be spoiled off site at suitable locations.

11. LOCAL LABOUR

The Contractor must ensure that he makes use at all times of local labour, who must be from the Great Brak area. Preference must be given to unemployed people from the Wolwedans and Greenhaven area.

This project forms part of the Municipality EPWP program.

Utilizing of local labour will be done by means of the "shake-shake" process, which will take place before commencing date and in both local areas. This process will be managed by the municipality. The minimum amount of labour needed will be determined by the tender amount. A standard of 10 workers per million-rand value of tender amount will be used as a benchmark.

C3.2 Engineering

C3.2.1 Design

Works designed by, per design stage:	
Concept, feasibility and overall process:	- Employer
Basic Engineering and detail layouts to tender stage:	- Employer
Final design to approved for construction stage:	- Employer
Temporary works:	- Contractor
Preparation of as built drawings:	- Contractor

C3.2.2 Employer's design

The Employer's design is contained in the Tender Documentation and Drawings. Amendments to the design, if necessary, will be issued during the construction phase.

C3.2.3 Design brief

Where the Contractor is to supply the design of designated parts of the permanent Works or Temporary Works, he shall supply full working drawings supported by a Professional Engineer's / Engineering Technologist's design certificate.

C3.2.4 Drawings

Reduced drawings form part of the tender documents and shall be used for tender purposes only.

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Employer's Agent. The Employer's Agent will, at the request of the Contractor and in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be supplied to the Employer's Agent's Representative on a regular basis.

All information in possession of the Contractor, required by the Employer's Agent to complete the as-built/record drawings, must be submitted to the Employer's Agent before a Certificate of Completion will be issued.

The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.3 Procurement

C3.3.1 Preferential procurement procedures

The procurement of goods and services for any project or other requirement of the municipality should cater for the engagement of local SMME sub-contractors and local suppliers. This will provide opportunities for local economic development of smaller businesses to increase their share in public sector procurement.

C3.3.2 Subcontractors (non-targeted)

The Contractor shall not subcontract more than 25% of the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level than the Contractor, unless such subcontractors are exempted micro enterprises that can demonstrate to the satisfaction of the Employer's Agent that they have the capability and ability to execute the subcontract works.

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities, and where the work is to be executed/supplied by sub-contractors/suppliers then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

- i) The Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers, the selection of which shall be in consultation with, and to the approval of the Employer's Agent, for the required work or items.
- ii) The evaluation of the quotation received must include a preference points system as described in the Tender Data

C3.3.3 Attendance on subcontractors

Approval given in terms of subcontracting shall not relieve the Contractor of any responsibility, duty or obligation imposed upon him by the Contract, and the Contractor shall in particular be and remain solely liable and responsible for all acts, omissions, negligence or breaches of contract on the part of the assignee or any of his employees, and for all acts, omissions or negligence of any Sub- Contractor or any of his employees.

C3.3.4 Local Labour

It is the intention that this contract should make the maximum possible use of the local labour force which is at present underemployed. To this end it will be expected of the Contractor to limit the use of non-local employees to key personnel only and to employ and train local labour on this contract.

A minimum of 90% of the unskilled labour force must be procured from the local community in which the project is undertaken.

C3.4 Construction

C3.4.1 Standardised Specifications

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

SANS 1200 A : General (1986)
SANS 1200 C : Site clearance (1982)
SANS 1200 D : Earthworks (1988)
SANS 1200 DA : Small Works (1990)
SANS 1200 DK : Gabions and Pitching (1996)
SANS 1200 DM : Earthworks (Roads, Subgrade) (1981)
SANS 1200 M : Roads (General) (1996)
SANS 1200 ME : Subbase (1981)
SANS 1200 MJ : Segmented Paving (1984)
SANS 1200 MK : Kerbing and Channelling (1983)
SANS 1200 MM : Ancillary Roadworks (1984)

The SANS (SANS) 1200 Standard Specifications for Civil Engineering Construction, which the tenderer shall obtain/ purchase from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

This Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineers during normal office hours.

Variations and additions to the SANS 1200 standardised specifications are listed at the end of the Scope of Works sections.

C3.4.2 Particular Specifications

The following particular specifications shall apply to this contract and are Annexures to the Scope of Works

- PLI - Labour Intensive Specification

C3.4.3 Variations and Additions to the Standard and the Particular Specifications

C3.4.4 Known services

Existing services are indicated on the drawings. The Contractor shall make himself acquainted with all existing services. Under no circumstances shall the Contractor alter or in any way interfere with the existing works or underground services unless authorised by the Employer's Agent.

Where existing works are of such a nature that the Employer's Agent may require them to be moved by the Contractor, the cost of such work will be paid for at scheduled rates or on dayworks basis. The Contractor will be held responsible for damages to any existing works and any damages caused shall be made good at his own cost without delay.

The Contractor is to exercise care when the proposed work is to cross an existing service, or work is to be performed close to an existing service. Prior to commencement of the relevant portion of the proposed works the Contractor with the Employer's Agent or his duly appointed representative shall also perform a visual inspection of the area in question. This inspection will not waive the Contractor of his obligations with respect to care of the works referenced in the General Conditions of Contract.

No other existing services are known to exist that may be affected by the works to be constructed under this contract. However, the Contractor shall ensure before excavating that there are no visible services or obstructions that require safeguarding.

C3.4.5 Damage to services

The Contractor shall be responsible for any damage to such existing services and works in the execution of this contract and shall reimburse the Employer, authority or the owner concerned for any

repairs required and for damages. Damage that occurs to unknown services during construction will be paid for by the Employer.

However, all services that have been located and exposed, and are subsequently damaged by the Contractor or his subcontractor, shall be reinstated to the same state as it was before the damage occurred at the cost of the Contractor. Damaged services must be repaired on the same date of occurrence and not be delayed without the written approval of the relevant service authority.

C3.4.6 Reinstatement of services and structures damaged during construction

The Contractor shall inform the Employer's Agent immediately when a service or structure is damaged. The extent of the damage and a proposal on how to reinstate the service or structure shall be submitted to the Employer's Agent on a sketch with dimensions and time frames.

The Contractor shall not be allowed to reinstate any service or structure unless indicated so by the Employer's Agent. The Contractor shall render all reasonable assistance to the service or structure owner with the reinstatement of the service or the structure if required.

The Contractor shall be liable to reinstate the service or structure to its original state.

C3.4.7 Services and facilities provided by the employer

C3.4.7.1 Water and Electricity Supply

The Contractor shall make his own arrangements with the Municipality for the necessary connections and additional reticulation, the cost, if any, of which will be for the Contractor's account. Water shall be used sparingly and if in the opinion of the Employer's Agent excessive consumption by the contractor occurs then the cost of such excessive consumption shall be borne by the Contractor.

The Contractor shall make his own arrangements for the supply of electricity that he may require for the execution of the works and the costs of any connections, additional reticulation and the supply of electricity shall be borne by the Contractor.

C3.4.8 Facilities provided by the Contractor

The Contractor shall provide, maintain and remove his own facilities to the satisfaction of the Employer's Agent. The Contractor shall provide the area around his office, stores and sheds (i.e. the "Camp") with adequate security fences and security personnel to ensure that unauthorised persons do not enter the camp area.

The tendered sums, whether grouped or individually, shall include all costs for the installation, maintenance and removal of the fencing as specified, in addition to all other facilities specified and as required by the Contractor for his own purposes.

C3.4.8.1 Location of Contractors Camp Site

The Contractor needs to obtain a suitable site for his site camp and offices, or an alternative site selected by the Contractor subject to written approval of the Employer.

The Contractor shall be responsible for obtaining the necessary permission/s from the relevant authorities and communities for the establishment of the offices, camp and depot and for all arrangements for the housing of the Contractor's workforce. No part of any National or Provincial road reserve may be used for either the Contractor's camp or for housing the Contractor's workforce.

The Contractor shall provide sufficient latrine facilities for its workers as required by local regulations and these shall be located in close proximity to the individual work areas.

The Contractor shall be responsible for providing and maintaining his own security arrangements for the duration of the Contract.

On completion of the Works, or when ordered by the Employer's Agent, the Contractor shall remove all temporary buildings and latrines and restore the Site to a clean and sanitary condition to the satisfaction of the Employer's Agent and rehabilitate the area in accordance with the EMP.

Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.4.8.2 Housing

No housing is available nor shall be allowed on site for the Contractor's employees. It is the sole responsibility of the Contractor at his own cost to house his employees and transport them to and from the site.

C3.4.9 Facilities for the Employer's Agent

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Employer's Agent to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be.

C3.4.9.1 Office accommodation

Separate office space is not required by the Employer's Agent. The Contractor shall however provide a suitable office on site wherein the Employer's Agent or his representative can operate whilst on site and site meetings may be held as specified in C3.4.9.2.

The Employer's Agent and his Representative shall be allowed free use of all the Contractor's site facilities.

The Employer's Agent and the Employer's Agent's Representative shall be allowed free use of survey equipment and assistant to carry out control work as and when required, and the Contractor shall provide all pegs, concrete, tools and other necessary items as well as all necessary labour for excavation, bush clearing, mixing and placing of concrete, as and when required for the control of the setting out of the Works.

C3.4.9.2 Site meeting venue

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of ten (10) persons at site meetings. The Employer's Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

C3.4.9.3 Contract name boards

The Contractor shall provide, erect and maintain the contract name board in such a position directed by the Employer's Agent, which name board shall, unless otherwise specified elsewhere in the Contract, comply with the MIG standard project board with regard to size, painting, decorating and detail. The Contractor shall keep the contract name board in good state of repair for the duration of the Contract and shall remove it on completion of the Contract.

C3.4.9.4 Electricity supply for the Employer's Agent

All electricity supply to the Employer's Agent's office(s) and laboratory (if applicable), whether provided by the Contractor by way of a reticulated supply from a local authority or other authorised electricity supply, or by way of on-site generators, shall be regulated by the Contractor to within limits such as to prevent damage due to fluctuations in the electrical current supply that may occur to any electrical plant and equipment provided by the Contractor or the Employer's Agent.

The Contractor shall be liable for and pay to the Employer's Agent on demand, all costs that the Employer's Agent may incur in the repair or replacement of any electrical equipment provided by the Employer's Agent on the Site. Reliance by the Contractor on the regulation of the electrical supply by the supplier or on current regulators fitted to generators shall not absolve the Contractor of his liabilities in terms of this Subclause and, where appropriate, the Contractor shall provide and install at his own cost, all such electrical current-regulating equipment as is necessary to prevent damage to the said equipment.

C3.4.9.5 Site instruction book and Site diary

The Contractor shall keep an A4 triplicate book or as arrange with the clients representative for site instructions on the Site at all times and provide a Site Diary for daily completion by the Contractor.

C3.4.10 Laboratory Facilities

The Contractor shall provide and allow for his own facilities, apparatus and procedures for the testing of materials and the process control testing of materials and workmanship in order to ensure compliance with the requirements of the Specifications. The Employer's Agent shall only carry out control tests.

C3.4.11 Other facilities and services

C3.4.11.1 Waste Disposal

The Contractor shall make his own arrangements for solid and liquid waste disposal. Disposal will take place at an approved Site.

C3.4.11.2 Telephone Facilities

The Contractor shall be responsible for arranging his own telephone facilities and shall be responsible for all costs relating thereto.

C3.4.11.3 Ablution Facilities

Ablution facilities are available on site. The facilities must be maintained in a clean and sanitary condition by the Contractor for the duration of the contract.

C3.4.12 Notice boards, signs and barricades

All notices, signs and barricades may be used only if approved by the Employer's Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates. The Employer's Agent shall have the right to instruct the Contractor to move any sign or notice to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

C3.4.13 Dealing with Water

While generally high-water tables are not anticipated, ground water may well be encountered in trench, foundation and general excavations.

The Contractor shall make provision and allow for all dewatering and keeping dry such excavations. If not specifically scheduled, all costs for this operation for the duration of the contract shall be deemed to be included in the General charges of the Contractor.

C3.4.14 Alterations, additions, extensions and modifications to existing works.

The Contractor shall prior to commencement of construction works in any particular area satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works and shall notify the Employer's Agent of any areas of dissatisfaction.

C3.4.15 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.

C3.5 Management

C3.5.1 Standardised management specifications for construction works

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

SANS 1200 A : General (1986)

SANS 1200 AA : General (small works)

C3.5.2 Particular specifications

The following particular specifications shall apply to this contract and are Annexures to the Scope of Works:

- PHS - Pre-construction Health and Safety Specification

C3.5.3 Construction Programme and Methods

The programme to be submitted by the Contractor in terms of the General Conditions of Contract shall be in the form of a bar chart with a horizontal time scale and shall clearly show all significant activities, the duration of all activities, the interdependencies (if any) of activities and the critical path of the overall programme, clearly related to the items or groups of items in the Bill of Quantities and indicating the value and quantity of work that will be completed each month and shall ideally be drawn up using a commercially available computer programme. The programme shall take account of and include:

- All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works.
- Commencement and Due Completion dates
- All special non-working days, shut down periods and breaks defined in the Contract Data.
- Allowance for inclement weather as may be provided for in the Contract Data.
- Known physical conditions or artificial obstructions
- Searching for, dealing with and carrying out alterations to existing services, and
- The accommodation and safeguarding of public access and traffic
- Other information specifically required by the Employer's Agent.

The following details shall be submitted together with the programme:

- The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- The overall labour and major plant resource levels on which the programme is based.
- The detailed traffic accommodation proposals on which the programme is based (road or lane closures, lengths of sections to be worked, timing etc.).
- The estimated value of work to be subcontracted to local SMME's.
- The estimated value of materials to be procured from local suppliers.
- Monthly cash flow based on the programme

The Contractor shall base his initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Employer's Agent as a result of further examinations made by him, or to meet budget constraints.

Minor revisions to the approved programme may be introduced from time to time by mutual agreement between the Contractor and the Employer's Agent. Should the Employer's Agent believe that a major revision of the programme is required, the Contractor will be notified in writing and a revised programme shall be submitted within two weeks of receipt of such notification

C3.5.4 Sequence of the works

The Contractor shall include the sequence of works, clearly identifying floats and critical path activities, in the tender programme.

The Work shall be carried out in two portions, and the Contractor shall not commence with Portion B if Portion A has not reached Practical Completion. The Contractor may start with Portion B of the works prior to Practical Completion of Portion A if such an instruction is given by the Engineer.

Portion A includes all related works in Springbok Street, Abrahams Street, Flora Booyesen Avenue, Bossie Street, De Villiers Street, Constable Street and Lottering Street. The estimated duration of the

works is 6 months, by which the Contractor shall reach Practical Completion for the Portion of the works, otherwise Penalties will be implemented, as laid out in 5.13.1 above.

Portion B includes all related works in Steenbok Street. The estimated start date for this Portion of the works is July 2022, and the estimated duration for the works is 2 months, by which the Contractor shall reach Practical Completion for the works, otherwise Penalties will be implemented, as laid out in 5.13.1 above.

C3.5.5 Methods and procedures

The Contractor will advise in his tender the methods and procedures that he proposes in performing the works. These methods and procedures shall not be deemed as terms of the Contract. The Contractor is also allowed to change his methods and procedures as he sees fit subject to the change being approved by the Employer's Agent. Methods and procedures will not vary the specification and cannot be used to provide qualifications to the proposed agreement. The intention of the method statement is to provide the Employer's Agent and the Employer with information as to how he proposes to perform the said works.

C3.5.6 Quality plans and control.

Within three weeks of the award of the contract the Contractor shall furnish the Employer's Agent with a Quality Assurance and Control plan that incorporates all of the requirements of this specification.

C3.5.7 Site usage

The Contractor's employees shall not be allowed to stay on site except for the duration of a working day. The only person to be allowed on site for the duration of a calendar day shall be the site guard(s). Access to the site will be in a controlled manner. People visiting the site will have to sign in and out on a daily basis.

C3.5.8 Testing, completion, commissioning and correction of defects

Workmanship, tolerances and frequency of testing are to be in accordance with relevant specifications. The Employer reserves the right to appoint independent testing laboratories to monitor the results returned by the Contractor for the Quality of materials and work performed. The Contractor shall conduct his own testing as work proceeds to ensure that the necessary requirements and specifications are being complied with. Once the Contractor is satisfied as to the completion of any stage of his work, he shall arrange for the following:

- a) Necessary measurements (survey, levels, etc.) are taken for computation of quantities.
- b) Information must be submitted to the Employer's Agent for approval.
- c) The said stage shall be tested by his own laboratory, the Employer's Agent and/or any other party requested by the Employer's Agent. This testing shall take place jointly by all the parties involved and at the direction of the Employer's Agent.
- d) Only once the measurement information and the results from the required tests have been submitted to and approved by the Employer's Agent, will the Employer's Agent issue a site instruction to proceed with the next stage.
- e) Both the Contractor and the Employer's Agent will keep the measurement information and all test results for each stage in a filing system that will enable easy access. All samples taken for testing shall be suitably referenced to enable them to be traced. This includes a dimensioned site plan where necessary.
- f) The Contractor shall arrange for each testing as described above at least 24 hours in advance. Should the Contractor fail to request an inspection timeously and proceed with work without the Employer's Agent's approval, this will be at his own risk.

C3.5.9 Recording of weather

The Contractor shall be responsible for keeping accurate records of weather conditions in the Daily Site Diary, to use as substantiation of any claim for extension of time in accordance with the contract. The Contractor will inform the Employer's Agent when he is unable to proceed with the works in accordance with the approved contract program. Subject to the approval of the Employer's Agent, the rainfall and other relevant notes will be noted in the Daily Site Diary for the applicable day/s. After the event the Contractor shall provide a revised contract program motivating if the delay affects his schedule to the extent that he will need to motivate for an extension of time in accordance with the contract. The Employer's Agent, together with the Employer, shall be responsible for granting the extension of time.

C3.5.10 Format of communications

No press statements are allowed without the prior written approval of the Employer. Contractual communication will flow between the Contractor and Employer's Agent as normally required. Normal routine matters should as far as possible be resolved on site between the Contractor's Agent and Employer's Agent's Representative. All instructions to the Contractor will be in writing and shall be deemed to have been received if left with the Contractor or his agent at the site of the works or at the business premises of the Contractor. The format of the letters, invoices etc., will be determined and agreed at the first site meeting.

C3.5.11 Key personnel

The Contractor is deemed to have, in making his offer, all key personnel available as declared on the *Schedule of Key Staff Experience* to perform the works entirely in the contracted time and cost. The Employer's Agent and his duly appointed representative will be the key contacts on site.

3.5.12 Management meetings

Monthly Progress Meetings shall be held with the first meeting called the site handover meeting. The Contractor will be supplied with an appropriate agenda for the progress meetings and the meetings shall be chaired by the Employer's Agent or his duly appointed representative. The Contractor shall arrange for his Contracts Manager and Site Agent to attend these meetings. The Employer's Agent or his duly appointed representative shall be responsible for issuing of the minutes.

C3.5.13 Forms for contract administration

The Contract will be managed by, but is not limited to, site instructions, letters, site correspondence, minutes of meetings and functionality forms signed by the Employer's Agent or his duly appointed representative. The Contractor shall prepare, and submit with each monthly statement for payment, the following updated returns, where applicable:

- IG 8 - Municipal Infrastructure Grant - Progress Report/Request for Payment (Construction)
- PWP report
- Updated progress report and cash flow

C3.5.14 Electronic payments

The Contractor shall provide his banking details to enable electronic payments to be made; such payments shall be at the direction of the MOSSEL BAY MUNICIPALITY's procurement policy.

C3.5.15 Daily records

A Daily Site Diary shall be used by the Contractor for recording day by day the state of the weather, the work done each day and full details of any circumstance which may affect the progress of the works. One original sheet and two copies shall be used for each day. The original sheet of each set of 3 pages will be retained by the Employer's Agent or his representative. The Contractor may remove the second sheet, but the third sheet shall be retained on the site until completion of the works, when it shall be handed over to the Employer's Agent.

C3.5.16 Reporting

The Contractor shall submit a monthly progress report to the Employer's Agent at least three days before each monthly site meeting and the report shall provide the following details:

- a) A summary of progress on site over the month preceding the site meeting as a detailed narrative to the contract programme.
- b) Those activities which are running late in terms of the accepted programme and the Contractor's proposed actions to redress the situation.
- c) All plant, labour and materials utilised
- d) Planned vs actual expenditure on local SMME's and suppliers

C3.5.17 Payment certificates

The monthly payment certificate to be submitted by the Contractor in terms of the General Conditions shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Employer's Agent, in digital electronic computer format. The Contractor

shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Employer's Agent for the purposes of accurately reflecting the actual quantities and amounts which the Employer's Agent deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Employer's Agent within three (3) normal workings days from the date on which the Employer's Agent communicated to the Contractor the adjustments required. The Contractor shall submit to the Employer's Agent five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof and tax invoice before the 20th of each month.

Any delay by the Contractor in making the said adjustments and submitting to the Employer's Agent the requisite copies of the adjusted statement for the purposes of the Employer's Agent's payment certificate will be added to the times allowed to the Employer's Agent in terms of the General Conditions to submit the signed payment certificate to the Employer and the Contractor and shall also be added to the period in which the Employer is required to make payment to the Contractor.

Payment for particular items scheduled shall conform to the applicable payment clauses of the Pricing Data, Project Specifications and the Particular Specifications.

Where retention money is applicable to a Contract, the retention money shall be deducted on the invoice from the total amount for work done and then the Value Added Tax (VAT) added to calculate the total amount payable on the invoice.

If penalties are payable, they will be deducted prior to the addition of VAT but after the calculation of retention.

C3.5.18 As Built Data

The Contractor will be given a complete set of prints of the drawings upon which he shall, as the work progresses, record all amendments to and deviations from the drawings as issued to him at the start of the contract and the actual positions and levels of all the works shall be accurately determined and recorded on these as-built drawings.

C3.5.19 Finishing and Tidying

As the works proceed the work areas shall be progressively and systematically finished off and tidied. Spoil, rubble and other materials shall not be allowed to accumulate.

C3.5.20 Occupational Health and Safety Act

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act, Act No. 85 of 1993 (the Act) the Contractor as an employer in its own right and in its capacity as principal contractor for the execution of the works, shall have certain obligations and the following arrangement shall apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Construction regulations 2014 promulgated in terms of the Act, and
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed by the Act and the Construction regulations 2014 shall be fully complied with, and
- c) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act or Construction regulations 2014 pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge, and
- d) The Contractor shall when called upon to do so, enter into and execute an agreement as provided for under Section 37(2) of the Act. The agreement in the relevant form shall be submitted to the Employer together with a letter of good standing from the Compensation Commissioner within fourteen days after receipt of the Letter of Acceptance. The site will not be handed over to the Contractor until the Employer has received the completed Agreement and the letter of good standing.

C3.5.21 Accommodation of Traffic

It is a condition of this contract that traffic is accommodated, and all signage for roadworks is provided, in accordance with the Drawings and the requirements of Volume 2 Chapter 13 of the June 1999 edition of the South African Road Signs Manual.

C3.5.22 Safety

The Contractor shall be responsible for the safety and security of his personnel, materials on site and the works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the areas (by liaising with the local police if necessary), and shall provide all security measures, including the employment of accredited security services, as he deems necessary to comply with the requirements of this clause.

The Contractor shall ensure that the general public is at all times protected from the works, and that all works areas are properly fenced off so that the general public is prevented from gaining access to the works areas. Where the normal use by the public of, and access to roadways and all other public areas is not available due to the construction works, adequate notices and signage of such temporary closures and alternative routes shall be provided.

C3.5.23 Environmental Care and Management

The Contractor's attention is drawn to the environmentally sensitive nature of the site. It is the specific requirement of this Contract that the Contractor shall at all times adhere strictly to the requirements below:

- 1) General**

The Contractor shall ensure that no damage whatsoever is caused as a result of his operations or otherwise by his workmen in the areas adjacent to the site. The movement of plant and workmen shall be restricted to the construction areas and essential access routes. The Contractor's workmen will not be permitted in any area which may be designated by the Employer as "Restricted". Details of the restricted areas shall be issued to the Contractor on site. The Contractor shall take steps to protect all property, landscaping, vegetation and soil not directly affected by the Works and shall ensure that no avoidable damage or disturbance is caused, and that no erosion is allowed to occur.
- 2) Protected Areas**

The Employer shall identify certain areas within the vicinity which are to be protected. Any instance of damage to these areas shall make the Contractor liable to a fine per protected area which will be deducted from the following payment certificate.
- 3) Solid waste**

Disposal of solid waste other than to the municipal facility will not be allowed.
- 4) Liquid waste**

No polluted effluent or other liquid of any nature shall be discharged or allowed to run into any watercourse. The handling and disposal of these liquids shall not allow these liquids to enter the ground water system. All such liquids are to be transported off site and disposed-off in a manner agreed with the Employer.
- 5) Fire Hazards**

No fires may be lit except if approved by the Employer and in properly prepared facilities approved by the Employer. Fires shall be kept small and appropriate to their function. The Contractor shall ensure that the fire risk on and near the site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. All costs relating to damage by fire caused by the contractor will be for the contractors' cost.
- 6) Contamination by cement**

The Contractor shall take care when dealing with cement, especially near ground and surface watercourses. Any, even slight, contamination of watercourses by cementitious material is prohibited. The use of cement must be controlled with respect to the above and surplus concrete must be removed from site.

- 7) **Reinstatement of scarred areas**
All scarred areas, borrow and spoil areas, cut and fill slopes, all temporary haul and access roads and tracks and any other areas where the vegetation has been removed and or damaged, shall be reinstated to restore the area as nearly as possible to its original state. Such reinstatement shall include the removal of refuse, debris, construction infrastructure and materials, the scarifying of all hardened surfaces, the replacement and spreading of unused material, the correction of drainage deficiencies to provide free drainage, the flattening of cut and fill slopes and the shaping and trimming of surfaces, all as necessary or as directed by the Employer.
- 8) **Environmental instructions to workmen**
The Contractor shall ensure that his workmen are properly instructed and carry out the requirements of these environmental clauses. The Contractor will be held liable for all unauthorized damage caused by him or any of his workmen. The Contractor shall provide adequate training to his workmen with regards to the environmental conditions applicable to the works.
- 9) **Noise Pollution**
The Contractor's attention is drawn to the fact that all construction activities will be undertaken within an existing community and noise levels are to be kept to the essential minimum, especially when working outside normal working hours.
- 10) **Alien Vegetation**

All alien plant species removed during the construction of the works to be done in a manner so as to avoid future proliferation.

C3.5.24 Employment of Local Labour

It is the intention that this contract should make the maximum possible use of the local labour force which is at present underemployed. To this end it will be expected of the contractor to limit the use of non-local employees to key personnel only and to employ and train (where applicable) local labour on this contract.

For the Parking Area, Mossel Bay local labour to be sourced from the nearby community and for the stormwater channel / side walks in Great Brak local labour must be from the nearby community.

C3.5.25 Community Liaison and Community Relations

In all dealings with the community and works employed from within the community, the contractor shall take due cognizance of the character, culture and circumstances of the community involved and shall at all time use his best endeavours to avoid the development of disputes and to foster a spirit of cooperation and harmony towards the project.

The contractor shall at all times, keep the Employer's Agent fully informed on all matters affecting the contractor and the community, and shall attend all community meetings relating to the project as may be reasonably required by the Employer's Agent. All matters concerning the community shall be discussed and where possible, resolved at such meetings.

Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect there-to without a prior written instruction from the Employer's Agent.

C3.5.26 Community Liaison Officer

Where applicable, the Employer will assist with the recruitment of a Liaison Officer (CLO) to facilitate communication between the Contractor and themselves. All decisions regarding local labour, local problems and any other matters of local importance related to the Contract will be made in consultation with the CLO.

C3.6.1 STANDARD SPECIFICATIONS

The following relevant standardized specifications, as listed below, shall form the Standard Specifications and apply to this contract:

The SANS (SANS) 1200 Standard Specifications for Civil Engineering Construction, which the tenderer shall obtain / purchase from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

This Standard Specification may also be inspected, by appointment, at the offices of the Employer and the Consulting Engineers during normal office hours.

STANDARD SPECIFICATIONS

Where reference is made to the standard specifications in this contract, it shall mean the SANS 1200 (SANS) Standard Specifications for Civil Engineering Construction with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in C3.6.2: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS.

C3.6.2 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

Amendments to the standard specifications are included in this Section C3.6.1: Particular Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix PS followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a payment item which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by PS followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

SANS 1200 A – GENERAL

PS A 8.8 TEMPORARY WORKS

PS A 8.9 OCCUPATIONAL HEALTH AND SAFETY (PROVISIONAL)

PS A 8.9.1 Health and Safety Requirements..... Unit: Sum

The rate shall cover all costs pertaining to the provisions and maintenance of the duration of the contract of the health and safety measures required in terms of the clause (Principal Contractor and Contractor) of the Construction Regulations (2014) of the Occupational Health and Safety Act. No other sum shall be paid in this respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.2 Health and Safety Plan Unit: Sum

The rate shall cover all costs pertaining to the provisions and maintenance of the duration of the contract of the health and safety plan as required in the Construction Regulations (2013). The rate shall include for all risk assessments required as well as for the development and implementation of safe work procedures and method statements. No other sum shall be part in the respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.3 Health and Safety File Unit: Sum

The rate shall cover all costs pertaining to the provisions and/or collection of data (drawn, design, materials, operation and maintenance manuals, etc.) to be contained in the file operation with other parties, compilation and maintenance of the file during the duration of contract and the handing over of the file to the Employer on completion of the contract. No other sum shall be part in the respect and Tenderers must therefore ensure that adequate provision has been allowed for.

PS A 8.9.4 Medical Examinations.....Unit: No.

The rate shall cover all costs pertaining to medical examinations of all labour on site, as per the requirements in the Health and Safety Specifications.

PS A 8.9.5 Covid-19 Provisions..... Unit: Sum

The rate shall cover all costs pertaining to the provisions for safety measurements for Covid-19, including sanitizing stations, PPE, testing, and all costs relating to complying with the Health and Safety specifications and the latest Covid-19 regulations applicable at the time.

SANS 1200 AB – ENGINEER'S OFFICE

PS AB 3.1 Name boards.....Unit: No.

"The Contract Name boards shall be erected within fourteen days of the Commencement Date and shall be placed where ordered. Any damage to this board shall be repaired within seven days of a written instruction issued by the Engineer.

Further to the above the Contractor will not be allowed to erect more than two of his own name boards in the area of the Works. The position of these shall be agreed to by the Engineer. No payment will be made for the supply, erection or maintenance of the Contractor's name boards and the Engineer reserves the right to order the removal of the name boards if not properly maintained.

All name boards shall be removed within 7 days of the issue of the "Certificate of Completion".

SANS 1200 C – SITE CLEARNCE

PS C 8.2.12 **Relocation of Municipal or other services.....Unit: Sum**

The provisional sum is to cover the costs payable by the Contractor to service providers, on the Engineer's instruction only, for the relocation of existing services which impede construction activities.

PS C 8.2.15 **Raising and/or lowering of existing services.....Unit: Sum**

The rate shall cover the cost of removing covers and frames, where required, demolishing, where required, and providing materials and labour for the rebuilding of the services to the designated new level.

PS C 8.2.16 **Remove/rehabilitate existing concrete channel/concrete slab..... Unit: m²**

The rate shall cover the cost of breaking out, removing and carting away the material to a dump site, where ordered by the Engineer. This will also include rehabilitating any damage to the existing concrete channel/slab to its original state.

SANS 1200 D – EARTHWORKS

PS D 8.3.8.1 **Existing Services.....Unit: m²**

Add the following to Subclause 8.3.8.1(c):

"The rate tendered for (c) shall further cover the cost of backfilling the excavation with excavated material compacted to 90% Mod AASHTO density, loading, transporting within free haul distance of 0.5km and disposing surplus material as directed, keeping the excavation safe, dealing with water, taking special care that exposed services are not damaged in any way and any other operation necessary to complete the work.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

No distinction will be made to the depths or the lengths to which excavations are taken.

Excavation in excess of that authorised will not be measured for payment."

SANS 1200 DA – EARTHWORKS (Small Works)

PS DA 8.3.1 **b) (ii) Dispose off-site of unwanted excavated material at approved unspecified site selected by the Contractor within free haul distance of 0.5km.....Unit: m³**

The rate shall cover the cost of loading, off-loading, carting away, and all other costs related to dispose of the unwanted material at an approved unspecified spoil site within a free haul distance of 0.5km.

PS DA 8.3.4 **Importing G7 quality material from commercial sources and compacting to 93% MDD.....Unit: m³**

The rate shall cover the cost of locating the source, complying with all the relevant precautions required in terms of 5.1, procuring the material, basic selection, transporting from source to point of deposition on the road, spreading, watering, compacting, final grading, complying with the tolerances, and testing.

PS DA 8.3.9 Process material

a) Stabilization.....Unit: m³

In the case of mechanical modification, no allowance will be made in measurement for any reduction in volume of the combined mixture over that of the individual materials compacted to the specified density.

Each rate shall cover the costs of processing the material in accordance with the relevant specified, ordered, or agreed method. The rate shall not cover the cost of the supply of the stabilizing agent.

PS DA 8.3.10 **Stabilizing agent.....Unit: t**

Measurement shall be based on the quantity ordered by the Engineer, or actually incorporated within the layer concerned, whichever is the lesser.

When mixtures of slag and cement or lime are used, the quantity of each constituent will be measured separately and not the mixture as a whole.

The rates shall cover the cost of providing the stabilizing agent within the Works irrespective of the rate of application specified or ordered and shall allow for the variations in mixing and compaction times of the various stabilizing agents. The rate for milled blast furnace slag or fly ash shall cover the work of any premixing of stabilizing agents if any mixtures of this and other stabilizing agents are specified or ordered.

PS DA 8.3.11 **Importing G7 quality material from stockpile and compacting to 93% MDD.....Unit: m³**

The rate shall cover the cost of locating the stockpile, complying with all the relevant precautions required in terms of 5.1, procuring the material, basic selection, transporting from source to point of deposition, spreading, watering, compacting, final grading, complying with the tolerances, and testing.

Reno mattresses to be 2m x 1m x 0.3m.

SANS 1200 DK – GABIONS AND PITCHING

PS DK 8.2.8 **16kg Terracrete permeable concrete paving block.....Unit: m²**

The rate shall include the cost for supply, material, transport, construction, labour and all other related costs for the construction of a stormwater channel along Long Street.

SANS 1200 DM– EARTHWORKS (ROADS, SUBGRADE)

PS DM 8.3.5 Add the following to the clause:

Selected layer to be constructed with G7 quality gravel material with the following specifications:

Minimum CBR = 15% @ 93% MDD; Maximum size 2/3 of layer thickness; Density as per prescribed layer usage; PI < 12 or 3GM + 10 (GM as per TRH 14,1985); Maximum swell 1.5% @ 100% MDD.

- a) From stockpile
- b) From commercial sources

The rate shall cover the cost of locating the stockpile/source, procuring the material, basic selection, transporting from source to point of deposition, spreading, watering, compacting, final grading, complying with the tolerances, testing, and all other related costs.

SANS 1200 ME – SUBBASE

PSME 8.3.2 **Construct the subbase course with material from designated excavations..... Unit: m³**

- b) Construct the subbase course with material from the stockpile under 6.3.5 and 6.3.6.
150mm layer with G6 quality material to 95% MDD.

Add the following to the clause:

Subbase layer to be constructed with G6 quality natural gravel material with the following specifications:

Minimum CBR = 25% @ 95% MDD; Maximum size 63mm or 2/3 of layer thickness; Density as per prescribed layer usage; PI < 12; Maximum swell 1.0% @ 100% MDD.

The rate shall cover the cost of locating the source, procuring the material, basic selection, transporting from source to point of deposition, spreading, watering, compacting, final grading, complying with the tolerances, testing, and all other related costs.

PS ME 8.3.3 **Construct the subbase course with material from commercial sources..... Unit: m³**

Add the following to the clause:

Subbase layer to be constructed with G6 quality natural gravel material with the following specifications:

Minimum CBR = 25% @ 95% MDD; Maximum size 63mm or 2/3 of layer thickness; Density as per prescribed layer usage; PI < 12; Maximum swell 1.0% @ 100% MDD.

The rate shall cover the cost of locating the source, procuring the material, basic selection, transporting from source to point of deposition, spreading, watering, compacting, final grading, complying with the tolerances, testing, and all other related costs.

SANS 1200 MG – BITUMINOUS SURFACE TREATMENT

PS MG 8.5.10 **Saw cut existing surface to form straight edge..... Unit: m**

The rate shall include the cutting of the existing tar surface by mechanical saw.

PS MG 8.5.11 **Cold Premix Asphalt for road reinstatement..... Unit: m²**

The rate shall include the cost for obtaining material, labour, surface preparation, placing and compacting according the specification of manufacturer.

SANS 1200MK – KERBING AND CHANNELING

PS MK 8.2.14 – TERRAFORCE BLOCK RETAINING WALL

PS MK 8.2.14 – This item is to provide and construct a terraforce retaining wall as per the supplier's construction specifications. The rate for these items must include all cost which include material, transport, and labour. Items as per in the Bill of Quantities.

PS MK 8.2.15 - FENCING

PS MK 8.2.15.1 **1.5m Post and Rail barrier Fence.....Unit: m**

The rate shall include the cost for supply, material, construction, labour and all other related costs for the erecting a wooden type Post and Rail Barrier Fence to match the existing fence along Long Street.

PS MK 8.2.15.2 **1.2m Galvanised Steel Palisade Fence.....Unit: m**

The rate shall include the cost for supply, material, construction, labour and all other related costs for the erecting a galvanised steel palisade type Fence to match the existing fence along Long Street

SANS 1200 MM - ANCILLARY ROAD WORKS

PS MM 8.3.7 **Remove and re-instate existing road signs..... Unit: No**

The rate shall include the cost for removing the existing road signs, store at construction camp. Once the work is completed the signs must be replanted at the same position as and to the standards set out in the SARTSM manual.

PS MM 8.3.8 **Remove and re-instate existing street names.....Unit: No**

The rate shall include the cost for removing the existing kerb street names, safeguard at the site camp and re-instate after gravel works been completed.

PART D: LABOUR AND TRAINING REQUIREMENTS

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D20301 SCOPE

The specification sets out the requirements relating to labour and the provision of training.

D20302 DEFINITIONS

The definitions given in the conditions of contract, the Contract Data and the Works Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

‘Key Personnel’ means all contract managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators and the like, and all other personnel in the permanent employ of the Contractor or subcontractor who possess special skills and/or who play key roles in the Contractor’s or subcontractor’s operation.

‘Labourer’ means a worker statutorily defined as employees in the Basic Conditions of Employment Act, 1997, who is temporarily or permanently employed by the Contractor and subcontractors to perform prescribed work on this Contract. **‘Labour’** means labourers or workers.

‘Labour Register’ means the list of available Local Labourers compiled by the Liaison Officer in accordance with the results of his negotiations with the Contractor and the Local Community subsequent to the awarding of the Contract.

‘Local Labourer’ means a worker who is normally permanently residing in the target area(s) of Mossel Bay as defined by the Employer in the Project Specifications and who is available to be temporarily employed by the Contractor and subcontractors to perform prescribed tasks that form part of the Works.

‘Targeted Labour’ means the Local Labourers, who are defined as the target group for the Contract as normally permanently residing in the target area(s) as defined by the Employer in the Project Specifications. It is incumbent on individuals defined as Targeted Labour to demonstrate their claims to such residency on the basis of identification and association with and recognition by members of the community residing within the target area. It is incumbent on individuals to provide evidence of qualifying for the target groups.

‘Worker’ for the purposes of this specification means any person, not being one of the Contractor’s key personnel, nor any key personnel of any subcontractor, who is engaged by the Contractor, a subcontractor or the Employer and paid on an hourly paid basis to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

‘Workforce’ means the aggregate body comprising of all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all subcontractors.

D20303 ENGAGEMENT OF LOCAL LABOUR

The temporary workforce shall, as far as practically possible, and with the exception of key personnel, be recruited/selected from the local communities living in close proximity to the project.

The Mossel Bay Municipality currently makes use of the Shake-Shake process, where by names are drawn from a box at a public meeting. Here representatives of all parties are present where the Consultant will explain the project and the contractor explain his requirements with regard to labour needed.

D20304 TERMS AND CONDITIONS OF EMPLOYMENT FOR TEMPORARY WORKERS

The statutory Department of Labour Government Notice No. R204 of 2 March 2001: Basic Conditions of Employment Act (No. 75 of 1997): Sectoral Determination 2: Civil Engineering Sector, South Africa as amended shall apply in respect of any employer or employee associated with the contract.

(a) Employment

All temporary workers (Local Labourers) who are employed for work to be executed in terms of the Contract, shall be employed by the Contractor in accordance with the abovementioned statutory legislation conditions which are consistent with and not less favorable than those set out below.

- (1) Engagement of the Local Labourers shall be of temporary nature for a period not exceeding the duration of the Contract. The duration of the employment of the Local Labourers shall nevertheless be as long as possible.
- (2) The Contractor shall in respect of every temporary worker employed by him in terms of the Contract, pay in full all amounts as may be due and payable in terms of the Workmen's Compensation Act.
- (3) At the earliest opportunity, the Contractor shall give notice to the temporary workers of the termination of the project on which they are engaged, provided always that such notice shall not be less than one week.
- (4) Any temporary worker may be summarily dismissed by the Contractor for any of the following reasons:
Being under the influence of alcohol or drugs whilst on the site;
Theft of any materials, plant, tools and equipment;
Gross insubordination;
Any willful or grossly negligent act or omission which constitutes a threat to person or property;
Any other reason with which the Employer's Agent may agree that it warrants summary dismissal.
The dismissal of a temporary worker shall be effected in accordance with the applicable statutory requirements.
- (5) Where required in terms of the Contract, the Contractor shall provide transport to and from the site for the Local Labourers in a suitable vehicle complying with all the necessary safety requirements.
- (6) When a temporary worker presents himself for work but is prevented from commencing or proceeding with, or completing a task due to circumstances beyond the control of the Contractor (e.g. inclement weather) the temporary worker shall not be entitled to payment. If however, the temporary worker is unable to commence or proceed with or complete his task due to reasons within the control of the Contractor, the temporary worker shall be entitled to full payment, although he has not commenced or proceeded with or completed his task.
- (7) The Contractor shall enter into a written agreement with each temporary worker engaged by him in terms of the Contract. The conditions of employment of the temporary worker and his rate of remuneration shall be set out fully and clearly in the agreement, and the provisions of the agreement shall be strictly in accordance with the statutory legislation.

(b) Remuneration

Payment of salaries and wages shall comply with all statutory requirements. The Contractor shall make available to the Employer's Agent on demand and at all reasonable times, copies of all such statements and any other records as the Employer's Agent may request, for the purposes of validating the accuracy of payments made to temporary workers. **The current rate for casual workers on municipal contracts is R150-00 per day (all inclusive)**

(c) Transporting of Local Labourers

The Contractor shall provide satisfactory and suitable scheduled daily return transport for the labourers recruited in the local community between agreed assembly points in the residential area of the local community and the areas on the Site where the labourers or groups of labourers have to report for the various tasks allotted to them. A Prime Cost Sum is provided in the pay item specified and included in the Bill / Schedule of Quantities to cover the cost of transporting Local Labourers.

D20305 CONTRACTUAL REQUIREMENTS

(a) Legislation

The Contractor shall comply with the following relevant legislation:

Basic Conditions of Employment Act 75 of 1997

Labour Relations Act 66 of 1995

Employment Equity Act 55 of 1998 (Chapters 1 and 2)

Occupational Health and Safety Act 85 of 1993

Compensation for Occupational Injuries and Diseases Act 130 of 1993

Skills Development Act of 1998

The onus shall be on the Contractor to ensure that all statutory requirements applicable to the employment of Labour are observed.

(b) Labour content

Currently Mossel Bay Municipality applies a standard of 20 workers per every R1 million worth of contract on site. This value is applied pro-rata to projects of value less than a million rand. This is inclusive of the contractor's skilled labour.

(c) Records and reporting

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide the Employer's Agent at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities, which have been generated to date measured in worker days and the amount actually paid in respect thereof. Such interim records shall be in a format approved by the Employer's Agent.

The Contractor shall prepare and attach to his payment certificates, in a form approved by the Employer, a schedule which lists the names, identity numbers, nationality, gender, trade/occupation, period of employment, employment number, wage rate, and allowances payable in respect of Labour, including the Rand value of wages and allowances paid, both on a cumulative basis and over the period for which payment is claimed.

The completed forms shall accompany the Contractor's monthly claim presented to the Employer's Agent for payment of certified completed work. The Employer reserves the right to delay payments due to the Contractor should the Contractor fail to provide any item of required documentation to the approval of the Employer's Agent.

The Contractor shall, on completion of the contract, and as a pre-requisite event to the release of any retention money in terms of the conditions of contract, provide the Employer's Agent with independently audited documentary evidence of the total amount actually paid to the workforce and the number of workers days generated during the contract.

D20309 MEASUREMENT AND PAYMENT

<u>Item</u>	<u>Unit</u>
-------------	-------------

D203.01 The Contractor's obligations in respect of Local and other Labourers:

- | | | |
|-----|--|---------------------|
| (a) | Local and other Labourers..... | lump sum |
| (b) | Written agreements between the Contractor and Local and other Labourers..... | lump sum |
| (c) | Provision of transport for Local Labourers | prime cost (PC) sum |
| (d) | Contractor's charge to allow for handling costs and profit in respect
of subitem D203.01(c) | percentage (%) |
| (e) | Provision of for a location for labour training..... | prime cost (PC) sum |
| (f) | Contractor's charge to allow for handling costs and profit in respect
of subitem D203.01(e) | percentage (%) |

- (i) Payment of the lump sum tendered in sub item (a) shall include full compensation for all costs resulting from liaison with Local Communities and statutory and other parties concerned, the recruitment, employment, organization and management of, the onsite hands-on and in-house Training for, the provision of transport to and from the training venues for, and the assistance rendered to Local and other Labourers employed for Labour-intensive construction and other tasks, where these costs are not specifically measured for payment under other scheduled items of payment. The cost of the onsite Training facility, if specified, is measured and paid for under a separate General Section of the Schedule of Quantities.

The lump sum tendered in sub item (a) will be paid monthly in installments. The ratio of each monthly installment to the tendered lump sum shall be equal to the ratio of the remuneration of Local and other Labourers in the month under consideration to the estimated total gross remuneration for all categories of Local and other Labourers in the time of the completion of the Works.

- (ii) Payment of the lump sum tendered in sub item (b) shall include full compensation for complying with the requirements in respect of written agreements between the Contractor and all categories of Local Labourers.

The lump sum tendered in sub item (b) will be paid in four equal installments as follows:

The first installment will be paid as soon as the Employer's Agent is satisfied that the Contractor has entered into approved written agreements with a sufficient number of the Local Labourers to proceed effectively with the execution of the Labour-intensive construction and other identified tasks.

The dates for the payment of the remaining three installments will be equally distributed over the remaining time for completion of the Works.

- (iii) Payment under the PC sum provided in sub item (c) to cover costs incurred in complying with the requirements with respect to the provision of transport of Local Labourers shall be effected in accordance with the provisions of Clause 45.2 of the General Conditions of Contract.
- (iv) The tendered percentage in sub item (d) is the percentage of the amount actually spent under sub item (c) that will be paid to the Contractor in full compensation for the Contractor's handling costs and profit in respect of the provision of transport for Local Labourers.

PART E: SUPPLEMENTARY SPECIFICATIONS

Not used on this Contract.

PART F: CONSTRUCTION HEALTH AND SAFETY SPECIFICATIONS



257 KUS ROAD
TERGNIET
GROOTBRAK RIVER
6525

REG: 2016/116480/07
DIRECTORS: F.G. BOSMAN & D. BOSMAN

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Occupational Health and Safety Act No 85 of 1993 and the
Regulations
Including Construction Regulations - 2014

HEALTH AND SAFETY

SPECIFICATION DOCUMENT

CLIENT:

MOSSEL BAY MUNICIPALITY

PROJECT:

PARKING AREA, MOSSEL BAY AND SIDEWALKS IN GREAT BRAK
RIVER FOR MOSSEL BAY MUNICIPALITY

PROJECT LOCATION:

MOSSEL BAY AND GREAT BRAK RIVER



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1. INTRODUCTION AND BACKGROUND

1.1 **Background to the Pre-construction Health and Safety Specification**

The Construction Regulations (2014) place the onus on the Client to prepare a pre-construction health and safety specification, highlighting all risks not successfully eliminated during design.

Implementation of the pre-construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health and safety plan. (See item 2.2.2) A list of all sub-contractors must be provided. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations. All Health and Safety plans must be approved by the Client / or Client's agent. ***The Principal contractor must ensure that the tenders submitted regarding construction work includes the cost of health and safety measures during the construction process.***

2. SPECIFICATION

A specification document means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

2.1 **Scope**

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 **Interpretations**

2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

Mandatory agreement - Section 37 (2) O.H.S. Act. The Client / Agent / Principal Contractor / Sub-contractor shall sign an agreement in which all parties exercise their affective duties as employers in their own right and will therefore see that each company or employer will comply with the Occupational Health and Safety Act and the Regulations. They therefore indemnifies and holds each other harmless against any claim that may be brought against one another (except in a case of wilful neglect) by any person arising out of or in connection with failing to comply with the said Act. This agreement document will be provided by the O.H.S. agent.

2.2.2 The Occupational Health and Safety Act and Definitions

A copy of the Occupational Health and Safety Act and Regulations must be available on site.

The definitions as listed in the Occupational Health and Safety Act 85/1993 and the Regulations shall apply. The following definition however must be adhered to when preparing the Occupational Health and Safety Plan.

The Health and Safety Plan – C.R. 7 (1) a. A health and safety plan is defined as a site, activity or project specific documented plan in accordance with the client's health and safety specification.



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3. DUTIES OF DESIGNER – C.R 6

(1) The designer of a structure must: -

- (a) See that safety standards incorporated under Section-44 are complied with.
- (b) Comply with O.H.S specification provided by the client
- (c) Before the project is given out for tender purposes, make the following available in a report to the client: -
 - (i) All O.H.S information of relevant structure that may affect the pricing of construction work
 - (ii) The geotechnical-science aspect and
 - (iii) The loading that the structure is designed to withstand
- (d) Inform the client in writing of known or anticipated danger or hazards relating to the construction work and provide relevant information for the safe execution of the work upon being designed or when design is altered
- (e) Refrain from including anything in the design of the structure by using dangerous procedures or materials hazardous to the health and safety of persons, which can be avoided by modifying the design or by substituting materials
- (f) Take into account hazards relating to maintenance of the structure and make provision in the design to minimise the risks while performing the work
- (g) When mandated by the client, do inspections at appropriate stages to verify that construction of the structure is carried out in accordance with his design. If he is not mandated, the client's agent will be responsible for the inspections – C.R 12 (1)
- (h) When mandated, stop activities when not in accordance with the design's health and safety aspect, otherwise the client's agent must do so.
- (i) The designer when mandated, must submit a final inspection report of the completed structure in accordance with the National Building Regulations and include the health and safety aspect of the structure, declare it safe and issue a completion certificate to the client and a copy to the contractor
- (j) During design stage, take cognizance of ergonomic design in order to minimise ergonomic related hazards in all phases of the cycle of the structure

(2) Designer of temporary works must see that:

- (a) It is so designed that it will be capable of supporting all vertical and lateral loads being applied
- (b) It is done with close reference to the structural design drawings issued by the contractor and when uncertain, consult the contractor
- (c) All drawings and calculations pertaining to the temporary works are kept at the office of the temporary works designer and made available on request by an inspector, and
- (d) The loads caused by the temporary works and any imposed loads are clearly indicated in the design.

4. DUTIES OF A PRINCIPAL CONTRACTOR AND CONTRACTOR – C.R 7

PRINCIPAL CONTRACTOR:

1. A suitably, sufficiently, documented and coherent site specific health and safety plan must be provided to the client based on the client's health and safety specification contemplated in C.R 5 (1) b, which plan must be applied from date of commencement of and for the duration of the construction work.



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2. Keep on site an O.H.S file which must include all documentation required by this Act and all the regulations and be readily available.
3. All sub-contractors must be provided with O.H.S specifications issued by the client which must be complied with.
4. Ensure that sufficient provisions are made for health and safety measures on site for all employees.
5. Ensure that the sub-contractor has the necessary competencies and resources to perform construction work safely.
6. Ensure that before work is commenced on the site that the contractor is registered with a workman's compensation insurer and is in possession of a valid letter of good standing. (C.O.I.D. Act)
7. Ensure that the sub-contractor's health and safety plan is implemented and maintained
8. Ensure that periodic audits, but at least once (1) per month are conducted
9. Stop any sub-contractor if he/she does not comply with the O.H.S specification and the principal contractor's O.H.S plan
10. Discuss the sub-contractor's O.H.S plan and finally approve it for implementation.
11. Ensure that all plans are available on site at all times and hand over these files to the client upon completion of the construction work which must include records, drawings, designs as well as an updated list of all contractors on site accountable to the principal contractor.
12. The principal contractor must ensure that all employees have a valid medical certificate of fitness specific for the construction work to be performed and issued by an occupational health practitioner in the form of Annexure-3
13. The principal contractor must ensure the co-operation between all contractors on site to enable each contractor to comply with these regulations.
14. The principal contractor must provide health and safety induction training pertaining to the hazards on site at the time of entry, to all employees and all visitors entering the site and ensure that the necessary P.P.E are being used. Records of induction training given must be kept on site.

SUB-CONTRACTOR:

15. The sub-contractor must provide to the principal contractor a health and safety plan similar to item one (1) above.
16. The sub-contractor must keep on site and O.H.S file similar to item two (2) above.
17. The sub-contractor must see that before appointing another contractor that he has the necessary competencies and resources to perform construction work safely.
18. Co-operate with the principal contractor to enable each of them to comply with the provisions of the Act and regulations
19. Provide the principal contractor with information which may affect the health and safety of persons at work due to activities on site.



6. PRELIMINARY HAZARD IDENTIFICATION AND RISK ASSESSMENT – CR 9 / BASELINE RISK ASSESSMENT

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessment as the risks change.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented.).

- ❖ C.R 7 (1) g & C.R 7 (8) – The principal contractor must ensure that all his or her employees are in possession of a valid medical certificate of fitness specific to the construction work to be performed which must be issued by an Occupational Health Practitioner in the form of Annexure 3 in the Construction Regulations (2014).

- ❖ Baseline risks, but are not limited to

Risk assessments of all required activities shall form an integral part of the H&S Plan.

All risk assessments shall be conducted in terms of an acceptable methodology, prior to commencement of work, according to the provisions of CR 9 and should cover at least the following:



Hazards in alphabetical order (but not limited to) to assist in preparing a site specific:-

Baseline Risk Assessment

Irrespective of the risk presented on site, it will be ensured that sufficient supervision is in place on site, that personnel are trained in accordance with legislation, including the requirement for site specific inductions on site to inform personnel on site of the risks and hazards applicable to the site. Site supervision is responsible for ensuring that the control measures required below are implemented on site.

NO	HAZARD	RISK	CONTROL MEASURES	RISK RATING (HIGH, MEDIUM, LOW)
1.	Adjacent Land Use	a. Increased foot traffic across or next to site b. Children playing on site	• Proper segregation of construction works from other land users • Signage Indicating dangers of entering site	Medium
2.	Ancillary Lifting Equipment	a. Equipment falling from height b. Personnel falling from height c. Debris falling from height d. Falling equipment of tools	• Training certificates of equipment operators • Appointment: person responsible for inspection of lifting equipment • Guidelines for rope inspections • Guidelines for hook inspections • Inspection control for lifting equipment • Annual test certificate of all lifting equipment by authorised inspection authority • Competency certificates (including medicals) to be obtained for crane operators and riggers(banksmen) Load test certificates to be available for rigging equipment • No person must be allowed under suspended loads	Medium



3.	Asphalting	a. Fire b. Burns to skin c. Skin disease	• Suitable fire extinguisher to be in place prior to commencement of works • Ensure competent personnel using materials and competent and trained machinery/equipment operators • Ensure there is a safe place of work at all times • Ensure all personnel wear suitable and sufficient personal protective equipment (PPE) • Health and safety data sheet required	Medium
4.	Backfilling	a. Stuck by machine b. Material falling from the truck c. Speed Limits d. Overloading the trucks e. Dust	• All persons must wear the correct PPE on site • Stand clear from the machine and adhere to the instructions from the spotter • All persons on site must wear hard hats & dust masks • They must stand clear from any truck being loaded or with full load • All truck operators must adhere to the speed limit of the site at all times • No truck may be overloaded. The maximum capacity of the truck must be known and communicated to all persons involved in the operation	Low
5.	Bricklaying	a. Caustic contamination with mortar b. Contact with sharp bladed tools	• Only use trained personnel • Safe means of access to be provided • Safe/Suitable working platform required where working at height • PPE for mortar to include gloves where practicable and goggles/mask where there is a risk of contamination	Low
6.	Boundary and access control/public liability exposure	a. Members of public entering site b. Members of public getting injured c. Civil claims against principal contractor	• The construction site must be suitably and sufficiently fenced off • Provide a controlled access point to prevent the unauthorised entry of persons	Medium



7.	Brick / Tile Cutting Machine	a. Injury from contact with blade b. Unsafe machinery c. Lack of knowledge on safe work procedure	• Use only trained employees to operate machinery • Have all machinery fitted with emergency stop buttons • Provide and ensure usage of proper PPE • Inspect machinery regularly • Keep Records of inspections on machinery	Low
8.	Clearing and Grubbing of the Area /Site	a. Unidentified underground civil services b. Using mobile plant to move material c. Damage to existing structures	• Ensure that all underground services have been identified before any clearing starts • Ensure that all mobile plant have been checked using the daily check sheet • Ensure that the operator is competent and have valid medical certificate of fitness • Ensure that clear orders are issued to the operators which will not affect the safety or health of any employee on site • Ensure that the operator understands his responsibility and liability on the site • Ensure that all the areas have been identified and explained to all site personnel where there could be a possibility of property damage. These areas must be clearly identified prior to any work on site • Work strictly according to the plans provided by the client when searching for current and existing services • Stop work when a current or existing service has been found within a radius of 1 meter and consult the clients representatives before commencing • Preliminary safety talks will be noted and the potential hazards explained to all employees prior to works • Digging will commence with hand tools at all times when looking for existing services	Low



9.	Compacting and Filling	a. Contact with tipping materials b. Contact with moving plant c. Vehicles/Personnel falling into excavations d. Contact with underground services e. Hearing loss	• Trained banksmen to control vehicles movement • Only trained personnel use plant • PPE to be worn • Personnel to stand clear as materials are being tipped • Use stop blocks and signs to warn vehicles of excavations, where applicable • Stand clear of plant whilst materials are being compacted • Establish position of underground services and protect services from damage	Low
10.	Compactor and Filling	a. Crushing of feet	• Only trained and competent personnel to use the machine • Ensure operative wears steel toe cap shoes or boots at all times	Low

PARKING AREA, MOSSEL BAY AND SIDEWALKS IN GREAT BRAK RIVER FOR MOSSEL BAY MUNICIPALITY



11.	Compressors and other pneumatic equipment	a. Unsafe machinery b. Lack of knowledge on safe work procedures c. Possible explosion, damage to property and injury to employees d. Obstructions of access route, fire or explosion e. Unexpected disruption in work f. Air entering bloodstream may be fatal	• A mobile air compressor may only be used if fitted with a valid inspection disk • Proper maintenance and inspection s to be carried out as per OHS Act • Suppliers to give site agent inspection certificate • Only a trained competent person may operate the compressor • Operator must be trained inducted on the safe working procedures for such machine • Supervisor to ensure only trained persons operates the machine • Visual check must be carried out to ensure machine is safe to use • Check that exhaust system is sound, there are no leaks in the fuel system, water, oil and fuel levels are satisfactory and all guards are in place • Supervisor to ensure this check is done prior to use of machine • Safety chains must be fitted across all connections with proper clamps to prevent "whipping" effect or hose should the connection fail • Air compressor must be positioned as close as possible to area of use • Ensure that access roads an employee's access to site is not obstructed when placing hoses and compressors • Supervisor to ensure compliance • The compressor must be switched off when replenishing fuel • Keep good communication between operator and employees • Do not discharge air against the body with air hose • Do not allow horseplay with compressed air • After use the compressor must be moved in a place where it will not be an obstruction to employees on site • Keep the machine and hoses clean and in good condition at all times	Medium
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			• Ensure correct inspections and cleaning of machine parts	
12.	Concrete Mixer	a. Exposure to Cement Dust b. Exposure to noise c. Exposure to Vibrations d. Moving machinery e. Cement Dust in eyes & Lungs f. Injury to hands and arms g. Machine not inspected h. Injury to persons and damage to property & plant i. Loss of material due to mixes not being to specifications j. Dermatitis k. Lung diseases	• The correct PPE to be worn at all time • Employee to be inducted in the use of equipment • Supervisor to monitor the correct use of PPE • Daily checklist for plant to be used to check condition of plant • Maintaining proper housekeeping • Employee to be trained to do the checks and note his findings on the check sheets • Supervisor to monitor inspection procedure with mixer operator on an ongoing basis • Daily inspection of plant / equipment to be done and findings reported • Supervisor to check Inspection report	Low
13.	Cutting Kerbs	a. Saw slipping b. Blade disintegrating c. Noise and Dust	• Only trained operators to use saw and change blades • PPE such as Gloves, goggles, dust masks and hearing protection must be worn • People to be kept away from the work area • Work to cease if people have to pass • Sparks etc. To be directed away from people and any flammable material	Low
14.	Cutting of Disc	a. Noise b. Cuts from machine c. Fire (particularly at refuelling) d. Flying debris e. Blade shattering f. Contamination by fume created or exhaust fume	• Use competent personnel • Hot works control- fire extinguisher, fire watchman, (permit may be required) • PPE to include gloves, eye protection, hearing protection • Solid working position • Clear working area • Correct grade of blade must be used • Good ventilation to be provided (forced if necessary) • Changing of wheels to be by competent persons only • Cut off discs must not be used for grinding (grinding disc thicker) • Bystanders to wear hearing protection, as applicable	Low



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15.	Coronavirus (COVID-19) (CV19)	g. Contamination through direct contact with persons or surfaces contaminated with the virus.	- Employee specific risk assessment - Ventilation - Physical barriers - Adaptation of workstations to increase social distance - Screening/ reporting of symptoms/ sick leave - Minimizing contact - Rotation and shift work - Work-at-home strategies - Communication and information strategies - Role of health and safety committees and representatives - Education and training - Reporting of incidents for regulatory purposes - Reporting for purposes of public health, contact tracing, screening, testing and surveillance - Disinfectants, sanitisers and personal hygiene - PPE (Masks, Gloves, Facial shields)	MEDIUM
16.	Drainage – Protection against flooding	a. See excavation	- Deep excavations/ monitor air for toxic fumes - Prevent collapse by tattering back sides to a safe angle or install temporary support - Protect vehicles from falling into excavations – provide barriers, signage etc. As necessary	Low



17.	Electricity	a. Shock b. Burns c. Fire d. Death e. Damage	• All electrical wires must be sealed • All electrical connections must be correct and properly sealed • Do not touch electrical wires • Wear the correct personal protective equipment even if switched off when working with electricity • Keep water away from electricity and electricity away from water • Prevent tools and other equipment from touching electrical wires • Use insulated tools and equipment • Electrician to certify that electricity is switched off • Lock out / Tag out system to be used to prevent accidental activation of electricity • All electricity must be switched off when working near electricity with water	High
18.	Electric Tools and Electrical installations	a. Electric Shock b. Fire and burns c. Electrical sparks, property damage d. Damage to test equipment e. Trips and fall f. Bruises and cuts g. Finger and hand injury	• Electric tools and installations to be in good condition • Inspect electric tools before use • Do not use electric tools in wet/damp conditions • Use personal protective equipment such as insulated gloves • Electrical installations register to be maintained, inspected by competent person • Put on all necessary PPE • No unauthorised work • Get lock out permit • Report to site office • Switch off appropriate circuit breaker DB • Use a lock out board – place key in pocket • Ensure good housekeeping is maintained	High
19.	Exposure to Dust	a. Breathing in dust can cause long term health problems	• Wear respiratory protection • Dampen down and minimise dust where possible • Make use of environmentally friendly methods to minimize dust kick-up, use bale straw and spread over area to prevent wind kick-up	Medium



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20.	Exposure to Noise	a. Noise can damage permanent hearing	- Wear hearing protection - Have machinery tested to establish the exposure to noise levels so that proper protection can be issued - Induct employees on hearing loss before they are exposed to high levels of noise	Medium
21.	Exposure to Vibration	a. Injury to employees	- Proper PPE must be worn - Employees exposed to vibration must receive induction on using their PPE	Medium
22.	Fire	a. Injuries to workers, pedestrians, residents, road users b. Damage to property through fire	- No littering on site which could become fire hazard, maintain site in clean condition - No fires to be lit on site. Have a working fire extinguisher at hand at all times - No smoking or naked flame near flammable substances or in unauthorised areas - Ensure proper storage / use of Petrol/Diesel/Flammable substances – post warning notices	High
23.	Fragile materials	a. Persons or Items falling through fragile materials	- All fragile materials to be identified and protected prior to work commencing. - Protection to include either covering the fragile materials or excluding activity - Any coverings to be secured in place - The location of the fragile materials to be indicated by signage	High
24.	Gabion work	a. Back Injuries b. Hand injuries c. Exposure to sun d. Objects falling onto employees	- Wearing proper PPE: Gloves, Safety shoes, safety helmets - Induct employees on the dangers of being over exposed in the sun - Ensure that employees work under competent supervision	Low



25.	Ground / Soil conditions	a. Collapse of trench walls/trapping b. Falling into excavation c. Collapse of adjacent structures d. Suffocation, loss of life, struck by lacerations and drowning	• Survey to be done to determine soil conditions and location of underground services • Beware of undermining of other structures(e.g.: buildings, scaffolds) • Safety shoes, visible vests, dust masks, hard hats and gloves to be used • Where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the excavation supervisor and the professional engineer or technologist, as the case may be	Low
26.	Hand Tools	a. Injuries caused by use of hand tool b. Impact with the tool c. Falls due to access problems d. Contamination with substance being worked	<u>Ensure:</u> • Tool is correct for job • Tool is in good order and suitably sharp • Personnel is competent/instructed in tool usage and tool safety • Lighting is sufficient • Access is safe, working platform is secure and leading edge is guarded • Operative is wearing all necessary PPE	Low
27.	Hazardous Substances, Use and Storage	a. Injuries to workers through use of hazardous substances e.g.: Injuries to eyes, skin, etc	• Use substances in accordance with data sheet, particularly reference protective clothing required (example: gloves, goggles etc.) • Know what First Aid measures are • Have welfare facilities available for washing of hands, etc.	Medium
28.	Health Risk from the Environment	a. Snake bites b. Bee stings c. Dog bites	• Qualified first aider required for site who can treat snakebite • Snake bite kit to be on hand • Check area before working • Find out nearest hospital and get emergency telephone numbers	Medium



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29.	Hot works	a. Burns to eyes or other parts of the body	- PPE to include eye, skin and hearing protection - Respirator may be required where cutting galvanized steel or anywhere else where toxic fumes and gases arise - Dust can also be a problem and forced ventilation may be required	High
30.	Housekeeping on construction sites	a. Trips and falls b. Dust c. Uncontrolled areas d. New areas	- Ensure the area below where any elevated work is being performed is free of any rubble, spikes, tools or equipment - Ensure that all areas have been checked by competent persons on a daily basis - Ensure that all site agents have certified their work area as safe by the end of each shift	High
31.	Kerb Laying	a. Nips at joints b. Crushing by kerbs c. Caustic Burns	- Impervious gloves and barrier cream to be used to protect hands - Personnel should be aware of safe manual handling techniques when handling kerbs	Low
32.	Lifting and lowering operations	a. Falling material b. Crushing by materials c. Hand injuries to the slingers d. Toppling crane	- Check test certificate - Check inspection have been carried out - Check examination certificate - Check certificates for lifting equipment (chains, slings, shackles, etc.) - Ensure lifting gear is rated to carry load (SWL) - Ensure materials being lifted are properly packaged and slung - Be aware that there should be a minimum clearance of 600mm between any slewing parts of a crane and any fixed installation to prevent being trapped - Access to the work area during lifting operations is to be restricted to those involved with and trained in the work on hand. Do not allow members of the public to gain access to the area - Only trained banksmen to be used - The crane driver and the banksmen are to ensure that the signals given are clearly understood	Medium



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33.	Location of existing services Lock-out Procedures	a. Unidentified underground civil services b. Using mobile plant to move material c. Damage to existing structures	• Ensure that all underground services have been identified before any excavation starts • Ensure that all mobile plant have been checked using the daily check sheet. Ensure that the operator is competent and have a valid medical certificate of fitness • Ensure that clear orders are issued to the operators which will not affect the safety or health of any employee on site. Ensure that the operator understands his responsibility and liability on the site • Ensure that all the areas have been identified and explained to all site personnel where there would be a possibility of property damage. These areas must be clearly identified prior to any work on site • Work strictly according to the plans provided by the client when searching for current and existing services • Stop work when a current or existing service has not been found within a radius of 1 meter and consult the client representatives before commencing • Preliminary safety talks will be noted and the potential hazards explained to all employees prior to works • Digging will commence with hand tools at all times when looking for existing services	Medium
34.	Loading and offloading of trucks & other materials	a. Injury to hands, legs and feet b. Possible fatal injury c. Material falling of truck d. Damage to vehicle or third party vehicles e. Back injury f. Dropping load onto fingers, legs or feet	• All employees to be inducted regarding the use of PPE and its maintenance • Supervisor to plan procedures • Good housekeeping practices should be implemented • Truck driver to be responsible for his load	Low



35.	Manual and mechanical handling	a. Trip, fall and stumble b. Collapses c. Struck by falling load d. Scattered or protruding objects e. Cuts, bruises and fractures f. Injury to employees	• Visual Inspections • Use and wear proper PPE • Chevron safety tape to be used • Materials to be stacked in demarcated areas • Ropes, straps or tie downs	Low
36.	Manual and mechanical handling	a. Rolling of rings b. Collapse of pipes c. Crushing of persons d. Stock pile collapse	• Manhole rings must be stored flat to prevent them being rolled • Banks of pipe stock piles are not to be broken until they are ready for use • Personnel must stand to the side when breaking bands so as not to be hit by falling pipes • Pipes must be wedged to prevent rolling	medium
37.	Manual handling of General Items	a. Muscular skeletal injuries if the load is too heavy or awkward Operative falling/tripping b. Contaminations from the substance being carried c. Fall of material being carried	• Personnel should be aware of safe manual handling techniques • Personnel to wear PPE when carrying items e.g.: Safety foot ware and gloves • Ensure good housekeeping against tripping/fall hazards • Operative to get assistance if load too heavy – team lift if necessary • Utilise mechanical lifting and carrying aids where possible • Personnel to ensure access equipment, ladders will take weight of operative and load being carried • Personnel to ensure item being carried is properly bonded or will not be liable to break apart whilst being manually handled	Low
38.	Overhead services (working near)	a. Contact with live services causing injury to personnel b. Damage caused to services	• Maintain safe clearance levels • Establish presence of any service drawings • Wear PPE • Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services • Obtain information on clearance levels from service provider	Medium



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39.	Painting	a. Contact with paint	- Refer to safety data sheet for usage instructions, hazards and precautions required - When working at heights, refer to risk assessment addressing this hazard below	Medium
40.	Paving (laying)	a. Impact injuries from the tile / mallet b. Caustic burns c. Sore knees d. Cuts from cutter	- Impervious gloves to be worn / barrier cream to be used - Kneelers or similar to be available - Personal protective equipment to be worn – for example if saw is used to cut pavers	Low
41.	Plant or Vehicles Operation	a. Workers injured by passing traffic b. Road users and pedestrians at risk from operation of tractor and mower noise	- Implement traffic protection measures - Trained and competent operators must be used - Check plant and vehicles on daily basis before use and record inspections. Maintain vehicles in safe condition - Medical certificates of fitness required for construction plant - Crossing of road by construction vehicles or machines must be limited to the practical minimum - Plant and vehicles must be fitted with amber rotating beacons and reverse alarms/hooters - Wear appropriate PPE e.g.: goggles, gloves, ear defenders, etc as appropriate	Medium
42.	Precast slab / Unit Laying and Fixing	a. Falls b. Falling materials c. Manual Handling	- Emergency procedures in place and personnel explained details - Use competent personnel - Ensure suitable and sufficient access and egress is provided - Safe place of work must be provided - Ensure all personnel wear correct PPE - Exclusion zone may be required for protection against risk of falling objects	Low



43.	Protection against dehydration / heat exhaustion	a. Danger to employees fainting at work, possibly while at heights b. Heatstroke	- Each employee performing manual labour in high temperatures exceeding 30 degrees must be declared medically fit before work commences and thereafter yearly by a registered medical practitioner or a registered nurse and be issued with a fitness certificate - Have workers acclimatised before starting work - Induct employees to take at least 600millilitres of water every hour and on how to avoid heatstroke - Provide effected employees with prompt first-aid treatment in the event of heatstroke	Medium
44.	Protection from wet & cold conditions	a. Various lung diseases b. Loss of productivity	- Provide waterproof clothing of a type that will effectively protect the wearer against harm - Schedule work in such a way that it would not warrant the use of PPE(waterproof clothing)	Low
45.	Protection from overhead power lines/Services	a. Electrical Shock b. Lifting equipment touching overhead power lines	- Ensure that all overhead services have been identified before any work starts - Maintain safe clearance levels - Establish presence of any services via proper walk through survey of site and/or means of service drawings - Wear PPE (clothing) - Ensure height of plant/vehicles does not compromise or exceed clearance levels for overhead services - Obtain information on clearance levels from service provider	Medium



46.	Portable & Bench Grinders	a. Slip or fall. b. Cause an obstruction c. Injuries to employees d. Electric shock – loose blade and no guards e. Damage to equipment f. Wrong disk could result in disc fracture – high speed flying objects g. Blade jamming suddenly h. Falling material	• Check work area • Clean up the area • Check electric's, mechanics and ensure guards are in place • Use PPE • Visual and physical inspection • Choose correct disc for task • Masonry discs for masonry/concrete materials, Steel discs for steel • Check material to be cut is secured • Vice or counter weight to material; Remove nails and screws • Physical check of item to be cut • Do housekeeping	Low
47.	Portable electrical tools	a. Injury to employee b. Damage to equipment	• Check work area • Clean up the area • Check electric's, mechanics and ensure guards are in place • Use PPE • Visual and physical inspection • Choose correct tool for the job • Physical check of item to be cut • Do housekeeping	Low
48.	Site Establishment	a. Injury during off loading b. Damage to Property	• Competent personnel to be used in offloading personnel • Unauthorised personnel to be kept away from area, use barriers and signage as necessary • Unloading and establishment to be under control of competent supervision • All equipment and tools used for unloading and site establishment to be in good condition and maintained • Safe access and egress to be maintained, traffic management to be considered • All electrical equipment to be in safe condition • Workers to use safe manual handling techniques when unloading/loading/lifting items	Low



49.	Site Strip	a. Overturning Vehicles	- Follow standard safety procedures - Only use trained and competent personnel - Ensure there is a suitable and safe means of access and egress - Ensure banksmen used when required - Ensure all personnel wear suitable reflector vests as required	Low
50.	Skipping of concrete	a. Concrete burns b. Falls of materials c. Overturning of lifting appliance (Crane) d. Failure of lifting equipment (Tackle) e. Being struck by skip	- Ensure banksmen / slingers, signaller is trained and competent - Check load is within the capacity of the lifting equipment (SWL) - Lifting plant to be within easy reach and operator to have good all round vision - Lifting equipment to have up to date examination and tests - Contract with skin must be avoided	Low



51.	Surrounding property exposures	a. Collapse of adjoining structures	• Use stop blocks and signs to warn vehicles of excavations, where applicable • Use trained personnel to work next to structures • Survey to be done to determine soil conditions/stability • Excavations should be sloped to prevent collapse. If more than 2 meters deep, excavations must be shored • Deeper excavations, 2 meters and more, must be provided with safe access • Prevent collapse by battering back sides to a safe angle or install temporary support • Beware of undermining of other structures (e.g. buildings, scaffolds) • Record excavation inspections by competent person on daily basis • Appoint a competent person who is familiar with the Construction Regulations to supervise the excavation site and ensure the Health & Safety of persons on site • Ensure adequate battering of side slopes or that bracing and shoring is of such construction to render it strong enough to support the sides of the excavation before allowing any person access onto the excavations site. • Ensure that no load, plant material or equipment is placed near the edge of the excavation where it is likely to cause collapse • Record the full details and results of those inspections in a register which is to be kept on site <u>The competent person is to inspect the site:</u> • Daily, prior to each shift • After an unexpected fall of ground • After any damage to supports, bracing or shoring • After rain • Where any uncertainty pertaining to the stability of the soil still exist, the decision from a professional	Medium
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			engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the excavation supervisor and the professional engineer or technologist, as the case may be	
52.	Street Lighting	a. Contact with vehicles b. Electrical Shock c. Collapse of columns	• Ensure competent personnel are used • Area to be kept clear – keep unauthorised persons away • Plant and lifting equipment to be maintained as per risk assessments above • Electrical connections to be done by qualified personnel only	Low
53.	Underground Services	a. Striking of buried services	• Make all necessary enquiries to establish what services are in the area. Consult drawings and advice from service provider (e.g. Municipality or ESKOM) when planning work • Assume all service to be live (unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live services without authorisation from the site management. • Comply with the requirements of the safe system of work for underground services. • Where available, locate services with a locator • Hand dig around services	Medium
54.	Use and storage of flammable liquids	a. Serious injury to employees b. Burns c. Property damage d. Explosions e. Fire	• Flammable substances to be stored in an appropriate flammable store which is well ventilated and a reasonably fire resistant container, cage or room and kept locked with proper access control measures in place • Material Safety Data Sheets to be in safety file • No smoking, and no heat/ignition close to or at sources • Employees to be made aware of dangers • Signage to be brought on to indicate dangers	High



55.	Use of Portable electrical equipment	a. Unsafe tools b. Injury to employees c. Damage to property d. Broken or unsafe tools e. Cables lying in water, vehicles driving over cables, tripping hazards f. Broken switches, damaged cables & plugs, guards removed g. Leaving tools lying on site, tripping hazard, untrained persons using tools h. Theft of equipment	• All portable electrical tools to confirm to SANS codes and standards • Set standards of tools to be bought by buying department • Feedback from site regarding standard of tools • Ensure all extension cords are of a good standard • Check all portable tools regularly for defaults • Register to be kept up to date with Inspections • Ensure all portable – electrical tools are of a good standard • Only trained employees to operate equipment • Keep record of all training • Lift all cables off the ground (whenever possible) • Instruct employees on safe work procedures • Maintenance program for all portable electrical tools • Store all portable tools in a safe dry place • Ensure all portable electrical tools are returned to the stores • Employees to be aware of other contractor employees or co-workers working in the area • Safety guards must be on machines at all times	Medium
56.	Working next to road	a. Injury to workers caused by passing traffic b. Injury to road users and pedestrians by works	• Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site • Traffic management plan to be approved by Municipality and, if necessary, traffic department • Workers must wear reflector vests • Use safety signage to warn traffic and pedestrians of construction works • Where existing walk ways/ pavements affected by works, direct pedestrian traffic away to safe walking areas	Medium



6. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK – C.R 8

1. A principal contractor must appoint one (1) fulltime construction manager to manage all construction work on a single site, including the duty of ensuring occupational health and safety compliance. If he is not present, the principal contractor must appoint an alternate person.
 2. Considering the size of the project, the principal contractor may appoint an assistant construction manager for different sections, but it does not relieve the construction manager of any personal accountability in terms of these regulations. An inspector may however decide to appoint additional assistant construction work managers, if necessary.
 3. The construction manager may only manage the site in respect of which he or she was appointed for.
 4. The contractor must after consultation with the client and considering the size, the degree of danger, the accumulation of hazards or risks on site, appoint a full-time or part-time construction health and safety officer and where a question arises, the decision of an inspector is decisive.
 5. The health and safety officer must be registered with a statutory body approved by the Chief Inspector and has the necessary competencies and resources to assist the contractor (This requirement will become effective as from the 07th August 2015)
 6. The construction manager must appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
 7. The contractor must, after considering the size of the project, appoint one or more competent employees for different sections of the project to assist the construction supervisor who will have the same duties as the construction supervisor, but the construction supervisor will remain accountable.
 8. When in the opinion of an inspector, not sufficient number of assistant construction work supervisors have been appointed, the inspector must instruct the employer to appoint the number indicated by him/her.
 9. A construction work supervisor may only supervise the site he/she has been appointed for, unless a sufficient number of competent employees have been designated on all the sites as assistant construction supervisors, the appointed construction supervisor may supervise more than one site.
- Health and Safety Representative(s) and Construction Safety Officer.
- The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) and the Construction Safety Officer are appointed under consultation and trained to carry out their functions. The appointment must be in writing. The Health and Safety Representative and Construction Safety Officer shall carry out regular inspections, keep records all findings to the Responsible Person forthwith and at health and safety meetings.

Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health and Safety Representatives shall attend the monthly health and safety meetings. Contractors shall also have their own internal health and safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

Health and Safety Training

(A) Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health



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and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. **A suitable venue must be supplied to house this training.**

(B) Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health and safety file. All Contractors have to comply with this minimum requirement.

(C) Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on a regular basis e.g. periodic by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

(D) General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audit, etc. are kept in a health and safety file held in the site office. The Principal Contractor must ensure that every Contractor opens its own health and safety file, maintains the file and make it available on request.

(E) Health and Safety Audits, Monitoring and Reporting

The Client shall conduct a monthly health and safety audit of the work operations including a full audit of physical site activities as well as an audit of the administration of health and safety. The Principal Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Contractors have to audit their sub-contractors and keep records of these audits in their health and safety files, available on request.

(F) Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Detail of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees and members of the public, use of hazardous substances, bomb threats, major incidents/accidents. Etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

(G) First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certificated first aider on site at all times.



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(H) Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid, medical, disabling, and fatal. The Principal Contractor must stipulate in its construction phase health and safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly.

(I) Hazards and Potential Situations

The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

(J) Personal Protective Equipment (PPE) and Clothing

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

- Lost or stolen;
- Worn out or damaged

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

(K) Occupational Health and Safety signage

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

(L) Permits

Permits may include the following:

- Use of Explosive and Blasting
- Work for which a fall prevention plan is required
- Use of cradles

(M) Contractors and Sub-contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, and the regulations as well as all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointed as 'Sub-contractors', shall mutatis mutandis ensure compliance, be registered with a workman's compensation insurer and submit a health and safety plan for approval.

(N) Fences and access - C.R. 27(f)

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

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



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7. **PHYSICAL REQUIREMENTS**

- * **N.B Temporary works – C.R 12 (1).** A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.

A. Temporary works are defined as follows:

Means, any false work, formwork, support work, scaffolding, shoring or other temporary structure designed to provide support or means of access during construction work.

B. A designer is defined as follows:

(a) A competent person who –

- (i) Prepares a design
- (ii) Checks and approves a design
- (iii) Arranges for a person at work under his / her control to prepare a design, including an employee of that person where he/she is the employer
- (iv) Designs temporary work, including its components

(b) An architect or engineer contributing to, or having overall responsibility for a design

C. A building services engineer designing details for fixed plant.

D. A surveyor specifying articles or drawing up specifications.

E. A contractor carrying out design work as part of a design and building project, or an interior designer, shop fitter or landscape architect.

(A) Excavations, Shoring, De-watering or Drainage – C.R 13

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- (a) The excavations are inspected before every shift and a record is kept;
- (b) Safe work procedure have been communicated to the workers;
- (c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- (d) The requirements as per Construction Regulations 13 are adhered to,
 - (1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
 - (2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
 - (3) Every contractor who performs excavation work shall –
 - (a) take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;
 - (b) not required or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where –
 - (i) the sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or
 - (ii) such an excavation is in stable material: Provided that –
 - permission being given in writing by the appointed competent person contemplated in subregulation (1) upon evaluation by him or her of the site



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(B) Formwork and support work – C.R 12

- TYPE OF OPERATION – Formwork and support work erection, including back propping
- ANTICIPATED RISKS – Formwork / support work collapsing
Material falling
Persons falling
- SAFETY PROCEDURES TO BE FOLLOWED –



↑ Preparations

- 1) Has a Hazard Identification and Risk Assessment been conducted and a Method Statement/Plan been drawn up in conjunction with the designated Coordinator? Does the latter understand / know what has to be supported, the method by which it should be done and the contemplated hazards?
- 2) Has the coordinator noted and understood the requirements for any tying or bolting down to anchor points? Are these clean, indicated and detailed and approval or testing requirements classified and understood by the Coordinator? Is there an indication as to how long the Support- and Formwork will be in use/in position?



↑ Drawings and sketches

- 1) Are the drawings and sketches complete and appropriate for the work?
- 2) Are the drawings for erection marked and issued as 'Working Drawings' or 'For Construction' and only these marked drawing' used/acceptable?
- 3) Have the drawings been studied for notes, suggested sequences of erection, and any identified hazards or risks?
- 4) Have sketches and drawings been signed off as having been checked by the Co-ordinator?
- 5) Are all drawings and sketches in use the latest revision?
- 6) Are sufficient copies of the drawings and sketches available for everyone who needs them?



↑ Site erection team

- 1) Has the erection team been trained in the safe erection of support and formwork?
- 2) Have all items/aspects stated in the Risk Assessment, method statement or Manufacturer's Technical information Specifications been highlighted and discussed with the erection team?



↑ Existing structures

- 1) Have existing structures such as bases, walls, floor slabs, columns etc. to be used to support the support - and formwork been checked and certified by the designer of the said support - and formwork or another competent person for the necessary strength to carry the applied loads?



↑ Materials/Components

- 1) Have all components and other materials to be used in the erection of the support- and formwork been inspected/checked/tested and certified by the Co-ordinator as to be suitable for the intended purpose and condition?



↑ Foundations

- 1) Has the surface/s upon which the support- and formwork is to be erected been inspected by the coordinator and certified as suitable or have the necessary steps taken to ensure that it is suitable?
- 2) Have topsoil and other soft materials been removed from foundation area? No loose



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- bricks to be used to obtain correct height.
- 3) Has the foundation area been prepared as specified e.g. leveled, rolled and compacted to given levels
 - 4) Where blinding concrete has been specified to prevent ground deteriorating is it minimum 50 mm thick?
 - 5) Is concrete spread footings under bases minimum 100 mm thick and carefully launched around sleepers or timber sole plates'?

↑ Erection of Support- and Formwork:

Sole and Base Plates, Jacks and Standards

- 1) Is the support- and formwork being erected kept stable at all stages of erection and regularly checked for stability?
- 2) Are base plates positioned centrally on the sole plates with a minimum tolerance of ± 25 mm from center?
- 3) Are wedges used on inclined sole plates securely nailed to the sole plates?
- 4) Are standards correctly founded on the base plates and lined up 100% vertically? (Plumb)
- 5) Are bearers situated squarely over the standards?
- 6) Are all props used of the same type as specified in the design?
- 7) Are jacks not extended beyond the safe capacity i.e. minimum threads engaged?
- 8) Where bracing is required to stabilise jacks are they braced in two directions at right angles?

↑ Bearers and Joists

- 1) Are bearers and joists at the specified spacing, lined up properly and seated correctly upon each other with wedges or secured centrally into the head jacks?
- 2) Have all breaks/gaps in the arrangement of soffit face material or bearers been rectified?
- 3) Are horizontal and diagonal members fitted as detailed on drawings with no components left out?
- 4) Are horizontal members in continuous runs, not staggered and connected to vertical members as detailed? Is all plan and diagonal bracing checked as erection progresses to ensure that everything is in place?
- 5) Are only correct, specified couplers used?
- 6) Are all fittings tightened correctly with the correct type of spanner.
- 7) Are all props adequately blocked or tied to stop them from sliding?

↑ Loading of Support work.

- 1) Any plant, materials or equipment placed on the support work must be in areas designed to accept such loads.
- 2) Supervisor is to be aware where these loading are located together with their respective load capacities.
- 3) Movement
Throughout the loading, the support work should be continually checked to make sure nothing is working loose during concreting and vibrating operations.
- 4) Concreting
Concreting team to use a pouring sequence and informed where to start concreting,



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as the order of loading can affect the overall stability.

- 5) Helping of concrete should be avoided.
- 6) Precast concrete or steel units

Units should be placed centrally and evenly on their bearings. Heavy items such as large steel beams should be placed directly into position, and not dragged across the shutters/decking, which would introduce unplanned horizontal loads.

↑ Dismantling of Support work

- 1) Check that support work is barricaded to avoid employees getting injured by falling objects.
- 2) Instruct support work crew to wear safety belts/harnesses at all times and to use it.
- 3) Check if induction was done.
- 4) Crew must be advised for the sequence for dismantling e.g.
 - (a) Always start striking slabs at minimum span.
 - (b) Always start striking cantilevers at their tip (if not you may Overstress the structure).
- 5) Any props which are required to remain in place are to be identified to prevent accidental removal.
- 6) Check at all times if crew are following the required sequence of dismantling of support work.
- 7) For highly loaded support work the sequence should consider incremental striking of jacks in an agreed order, to avoid over loading of adjacent support work standards.
- 8) Loose equipment to be lowered and neatly stacked in lay down area for removal to area of future support work or to equipment yard.
- 9) Care is needed to ensure that partly dismantled support work will remain in a stable condition and be safe against collapse or overturning by high winds when left overnight or weekends.

❖ SUPERVISION

- a. Inspections must be carried out by the construction supervisor (C.R.8 (7)) or other designated competent person before loading and thereafter to the same standards and frequency as access scaffolding and inspection results entered into a register.
- b. Any deviations must immediately be reported to the co-ordinator in writing.
- c. Formal procedures must control the work and "Permit to load" certificate must be obtained before loading together with its signature.

❖ PERSONAL PROTECTIVE EQUIPMENT –

Overalls, safety boots, hard hats, safety harnesses.

❖ Edge Protection and Penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finishing floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall. The use of danger tape without a physical barrier is not acceptable.

❖ Explosives and Blasting

Not applicable to this project



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❖ Piling

The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work. Item 2.3.20 will also be applicable.

❖ Stacking of Material

The principal Contractor and other relevant Contractors shall ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely.

❖ Speed Restrictions and Protection

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

❖ Hazardous Chemical Substances (HCS)

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

❖ Asbestos

Not applicable to this project

8. PLANT AND MACHINERY

Δ Construction Plant / Construction Machinery / Construction Vehicles

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment. A contractor shall ensure that all employees required to operate the above named equipment are physically and psychologically fit to operate such equipment and are in possession of a valid medical certificate of fitness. "Medical Certificate of fitness" means a certificate valid for one year issued by an Occupational Health Practitioner issued in terms of these regulations, whom shall be registered with The Health Professions Council of South Africa.

The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

Δ Pressure Vessels and Gas Bottles

The Principal Contractor and all relevant Contractors shall comply with the Pressure vessels Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect and test equipment regularly and keep records of inspections and tests;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

Δ Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent,



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that certificates are kept on site and that operators must be in possession of a valid medical certificate of fitness.

Δ Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20). There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banks man to tower crane bases have been approved by an engineer;
- The operators are in possession of a valid certificate of competency as well as a valid medical certificate of fitness to be available on site.

Δ Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

Δ General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

Δ Portable Electrical Tools and Explosive Actuated Fastening Device

The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc. The contractor shall see that users are properly trained.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times;
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive rounds and empty cartridges;
- Signs to be posted up in the areas where explosive powered tools are being used.

Δ High Voltage Electrical Equipment / Electrical Installations /Permanent and Temporary

Make sure that no high voltage electrical equipment is present on, under or above the construction area. An accredited person shall provide a valid certificate of compliance for all electrical installations, after an inspection and tests for temporary or permanent installations. This electrical contractor must be in possession of a valid certificate of registration with the electrical contracting board of South Africa, as well as being registered with the Department of Labour as an electrical tester for single phase, an installation electrician or a master installation electrician, as the case may be.

An employer engaged in building work shall see to it that all rooms, stairways, gangways, basements and any other place where danger may exist through lack of natural light, be artificially lit so that it will be safe



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at all times.

Δ Public and Site Visitor Health and Safety (Also see 2.3.21)

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

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

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

Δ Transport of Workers

Workers shall not be permitted to stand or sit at the edge of the transporting vehicle. Covid-19 regulations and protocols need to be strictly adhered to.

9. OCCUPATIONAL HEALTH

➤ Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure D e.g. cement dust, wet cement, wood-dust, noise, etc.

➤ Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers) and hand washing facilities. Toilet paper must be provided. Waste bins must be strategically placed and emptied regularly.

➤ Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

➤ COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020 – As published in the Government Gazette Vol. 658 29 April 2020 No. 43257:

COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations

This Directive remains in force for as long as the declaration of a national disaster published in



Government Gazette 43096 on 15 March 2020 remains in force.

The employer / contractor needs to put the following guidelines in place prior to any work commencing under phase 4 of the lockdown

1. Risk assessment

1.1. Identification of exposure levels

1.2. Identification of "high contact" activities

1.3. Identification of vulnerable workers and special measures for their protection, including protection against unfair discrimination or victimization

2. Engineering controls

2.1. Ventilation

2.2. Physical barriers

2.3. Adaptation of workstations to increase social distance

3. Administrative controls

3.1. Screening/ reporting of symptoms/ sick leave

3.2. Minimizing contact

3.3. Rotation and shift work

3.4. Work-at-home strategies

3.5. Communication and information strategies

3.6. Role of health and safety committees and representatives

3.7. Education and training

3.8. Reporting of incidents for regulatory purposes

3.9. Reporting for purposes of public health, contact tracing, screening, testing and surveillance

4. Healthy and safe work practices

4.1. Disinfectants, sanitisers and personal hygiene

4.2. Other

5. PPE

5.1. Masks



5.2. Gloves

5.3. Facial shields

5.4. Other

6. Provision of safe transport for employees

6.1. Personal hygiene

6.2. Social distancing

6.3. Arrangements to minimise exposure associated with commuting

6.4. Cloth masks (if commuter)

6.5. PPE (driver/conductor of employer-provided transport)



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PARKING AREA, MOSSEL BAY AND SIDEWALKS IN GREAT BRAK RIVER FOR MOSSEL BAY MUNICIPALITY



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ANNEXURE A
APPOINTMENT FORMS / INSPECTION FORMS

1. Induction training & attendance register – C.R 7 (5) & 7 (8).
2. Site visitor register and information – C.R 7 (6) & 7 (8).
3. Assignment of duties CEO – Sec. 16 (2).
4. Construction Manager C.R 8 (1).
5. Construction work supervisor – C.R 8 (7).
6. Construction safety officer – C.R 8 (5).
7. Risk assessor – C.R 9 (1).
8. Temporary work designer – C.R 12 (1).
9. Temporary work supervisor / inspector C.R 12 (2).
10. Emergency procedure co-ordinator – G.S.R 3.
11. Environmental supervisor – Sec. 9 (1).
12. Health & Safety representative – Sec. 17.
13. Incident investigator – Sec. 24 & G.A.R 9 (1).
14. First aider and box contents – G.S.R 3 (4).
15. Temporary electrical connection supervisor & inspector – C.R 24 (d).
16. Portable electric tool supervisor – E.M.R 9
17. Construction vehicle & mobile plant supervisor – C.R 23 (1) d & k.
18. Stacking & storage supervisor – C.R 28 (a) & C.R 8 (7).
19. Ladder inspector – G.S.R 13 A.
20. Lifting machines and equipment supervisor – D.M.R 18 (5).
21. Lifting tackle inspector – D.M.R 18 (6) & D.M.R 10 (e).
22. Lifting machine operator – D.M.R 18 (11).



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- 23. Hand tool supervisor – Sec 8 (2) e
- 24. Hazardous chemical substances supervisor H.C.S 5 (1).
- 25. Firefighting equipment supervisor – C.R 29 (h).
- 26. Facilities supervisor – F.R 9

PARKING AREA, MOSSEL BAY AND SIDEWALKS IN GREAT BRAK RIVER FOR MOSSEL BAY MUNICIPALITY



(11)

ANNEXURE B:

Inspections / Records and Registers to be kept

**DAILY, WEEKLY AND MONTHLY INSPECTIONS / RECORDS
AND REGISTERS TO BE KEPT**

The following elements will be inspected accordingly and the findings recorded:

- (1) Construction supervisor – C.R 8 (7)
- (2) The construction safety officer will conduct daily inspections and issues raised will be addressed with the appropriate employees and supervisors – C.R 8 (5)
- (3) A monthly inspection will form part of an audit to ensure compliance with all legal requirements and will be done by the construction safety officer – See item (2) above
- (4) First aid boxes – Daily visual checks and Monthly checks in register by first aider. Valid Certificate of First Aider – Daily. GSR 3
- (5) Construction vehicle and mobile plant inspection service and maintenance – Daily. C.R23(1) k
- (6) Excavations – Daily. C.R 13 (2) h
- (7) Firefighting equipment – monthly. C.R 29 (h)
- (8) Ladders – monthly. G.S.R 13 A
- (9) Portable electric tools – Daily visual checks and register monthly. E.M.R 9
- (10) Safety harnesses – Daily and prior to use. C.R 10
- (11) Pressure equipment checks – monthly. P.E.R 11 (1)
- (12) Health and safety representatives reports – 3 monthly. Sec 17
- (13) Lifting tackle – Three monthly. D.M.R 18 (10) e
- (14) Hazardous chemical substances – Monthly. H.C.S 5(1)
- (15) Cutting / welding equipment – Monthly. G.S.R 9
- (16) Lifting machine attachments – 6 monthly. D.M.R 18 (6)
- (17) Lifting machinery and Cranes – 12 monthly. D.M.R 18 (11)
- (18) Pressure equipment – 3 years. P.E.R 11 (1)
- (19) Temporary electrical installations – weekly by electrical contractor. C.R 24 (d)
- (20) Sub – contractor's audits – monthly by construction safety officer. C.R 8 (5)



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- (21) Principal contractor's audits – monthly by construction safety officer C.R 8 (6)
- (22) Formwork & Support work – Same as scaffolding and by structural designer C.R 12 (3) a
- (23) Risk Assessment – Daily C.R 9 (1)
- (24) Emergency procedure coordinator / evacuation officer – Daily G.S.R 3
- (25) Stacking and storage supervisor – Daily C.R 28 (a) & C.R 8 (7)
- (26) Fire equipment – Monthly C.R 29 (h)
- (27) Incident Investigation – When applicable Sec 24 & G.A.R 9 (1)
- (28) Construction vehicles and plant – Daily C.R 23(1) d & (k)
- (29) Medical Certificates – ongoing C.R 7 (8)
- (30) Earth leakage inspector – Monthly E.M.R 9 (1)
- (31) Hand tool supervisor – Weekly Sec. 8 (2) a
- (32) Person responsible for ventilation surveys – Ongoing G.S.R 9 (2)
- (33) Lifting machinery operator – Valid operating certificate D.M.R 18 (11)
- (34) Person responsible for pollution control – H.C.S 10 (3)

PARKING AREA, MOSSEL BAY AND SIDEWALKS IN GREAT BRAK RIVER FOR MOSSEL BAY MUNICIPALITY



ANNEXURE C: Other Requirements

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance register	
Awareness Training (Toolbox Talks)	At least weekly	Attendance register	
Health & Safety Reports	Monthly	Report covering: - Incidents / accidents and investigation - Non-conformances by employees & contractors - Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: - Scaffolding - Excavations - Formwork & support work - Explosive tools	
General Inspections	Monthly	- Firefighting equipment - Portable electrical equipment - Ladders - Lifting equipment/slings	
List of contractors	Ongoing	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Once off	Table a report of all signed up Mandatory's.	



✚ Basic requirements before commencing construction work, but not limited to:

- Appointment letter by client appointing the principal contractor – C.R 5 (1) k.
- Health and safety specification document provided by client – C.R 5 (1) b.
- Mandatory agreement between the client & the principal contractor – Sec. 37 (2).
- Notification of construction work to Department of Labour and receipt thereof – C.R 3 (1) or C.R 4 (1).
- Valid letter of good standing with the compensation commissioner / W.C.A – C.R 5 (1) j
- Site specific health and safety plan to be approved by client/client's agent – C.R 7 (1) a.
- Baseline risk assessments and safe work procedures – C.R 5 (1) a.
- All workers on site must be in possession of a valid medical certificate of fitness issued by an Occupational Health Practitioner – C.R 7 (8).
- Site specific induction (before ANY work starts) – C.R 7 (5).
- Annexure 1 and W.Cl.2 – Incident / accident report forms – G.A.R 8 (1) a.

✚ The following competent persons must be appointed in writing before commencement / when applicable:

- Construction Manager – C.R 8 (1).
- Construction work supervisor (with relevant experience) – C.R 8 (7).
- Construction safety officer – C.R 8 (5).
- Risk assessor – C.R 9 (1)
- First aider with a valid certificate in first aid who will be on site in a full time capacity – G.S.R 3 (4).
- Fire fighter who will be on site in a full time capacity – C.R 29 (h).
- One safety representative after twenty (20) workers, thereafter 1 for every fifty (50) workers or part thereof – Sec. 17 (1).

✚ If a sub-contractor is appointed the same procedures must be followed except for the notification of construction work – C.R 7 (4).

- Principal contractor to confirm competency of sub-contractor and issue approval letter – C.R 7 (1) (c) v.
- Principal contractor to audit sub-contractors monthly – C.R 7 (1) (c) vii.



✚ The following must be available on site:

- Copy of the Occupational Health & Safety Act and the regulations – G.A.R 4.
- Health and safety specification document provided by client – C.R 5 (1) b.
- Health & safety plan – C.R 5 (7).
- Toilets – C.R 30 (1) b.
- First aid box – G.S.R 3 (2).
- Fire extinguisher – C.R 29.
- Emergency plan – G.S.R 3.
- Health & safety policy signed by the CEO – Sec. 13 (a).
- Drinking water – F.R 7 (a).
- Safety signage / No unauthorised entry, construction site & P.P.E to be worn – C.R 27 (f) & G.S.R 2 B.

✚ List of all chemicals used on site and material safety data sheets – H.C.S.R 9 (A).

✚ Registers must be completed for the following:

- Ladders / weekly – G.S.R 13 (A).
- Excavation / daily – C.R 13 (1).
- First aid / monthly – G.S.R 3 (2).
- Firefighting equipment / monthly – C.R 29 (h).
- Facilities and hygiene / daily – C.R 30 (1) b.
- Safety representative / monthly – Sec. 17 (1).
- Stacking and storage / daily – C.R 27 & 28.
- Portable electrical tools / daily – C.R 24 (e).
- Hand tools / daily – Sec. 8 (2) b.
- Mobile plant / daily – C.R 23 (1) k.
- Toolbox talks & attendance registers kept / done weekly – Sec. 13 (a).

- ✚ Construction sites in built up areas or adjacent to public road must be suitably and sufficiently fenced off and provided with controlled access to prevent the entry of unauthorised persons – C.R 27 f and G.S.R 2 B

- ✚ On completion of construction work the health and safety plan and relevant documents must be handed to the client – C.R 7 (1) e.



 Abbreviations:

- ❖ Sections of the Act – Sec.
- ❖ Construction Regulations – C.R
- ❖ General Safety Regulations – G.S.R.
- ❖ Facilities Regulations – F.R.
- ❖ South African National Standards – S.A.N.S
- ❖ General Administrative Regulations – G.A.R
- ❖ Hazardous Chemical Substance Regulations – H.C.S.R

PARKING AREA, MOSSEL BAY AND SIDEWALKS IN GREAT BRAK RIVER FOR MOSSEL BAY MUNICIPALITY



C4: Site Information

The Soils Report is available from the Employer's Agent upon request.

C5 Drawings

The Works shall be carried out in accordance with the following drawings which are included in Volume 3 (Book 2): Drawings form part of the contract documents:

<u>Plan No.</u>	<u>Title</u>
C1872-100-001	Parking Layout Plan
C1872-100-002	Road Section and Details Plan
C1872-200-001	Walkway and Stormwater Layout (SV0.380 – SV1.060km)
C1872-200-002	Walkway and Stormwater Layout (SV1.060 – SV1.700km)
C1872-200-003	Walkway and Stormwater Layout (SV2.280 – SV2.940km)
C1872-200-004	Walkway and Stormwater Layout (SV2.940 – SV3.080km)
C1872-200-005	Cross Sections and Details