



MOSSEL BAY MUNICIPALITY

TDR325/2021/2022

CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS

CLOSING DATE AND TIME:	10 June 2022 @ 12:00
NAME OF BIDDER*	
ADDRESS*	
TEL NUMBER*	
FAX NUMBER*	
E-MAIL ADDRESS*	
B-BBEE LEVEL	
CIDB REGISTRATION NO*	
CENTRAL SUPPLIER DATABASE REG NO*	
TIME FOR COMPLETION (CALENDAR DAYS)	
TENDER AMOUNT, <u>INCL VAT</u>	

Document prepared by:

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VOLUME 1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

CLOSING TIME: 12:00

CLOSING DATE: 10 JUNE 2022

TDR325/2021/2022: CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS

Tenders are hereby invited from Contractors with a CIDB grading of 3 CE or higher for the **Construction and Refurbishment of Hardcourts for the Mossel Bay Municipality**. Works entail the construction of new hardcourts within the border of the Municipality and refurbishment of existing hardcourts within the Mossel Bay Municipal Area. Contractors to make use of local unskilled labourers within the communities according to the EPWP guidelines and regulations, where possible. This tender is for the contract period ending 30 June 2024.

Tenders must be submitted on the original documents and remain valid for ninety (90) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr Hendrik Schoeman at telephone (044) 606-5268 or e-mail at hschoeman@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms Unchin Kannemeyer at telephone (044) 606-5192 or e-mail at ukannemeyer@mosselbay.gov.za.

A set of tender documents can be obtained at a non-refundable cost of **R635.91** per set from Ms Unchin Kannemeyer who may be contacted at telephone (044) 606-5192 **OR** it can be obtained on our website at www.mosselbay.gov.za/procurement/tenders-available, **free of charge**. Payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** prior to collecting the tender document and proof of payment must be submitted when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

A compulsory site and information meeting will take place at **11h00 on Monday, 6 June 2022 at the Greenhaven Sport fields next to Amy Searl Street in Erasmus Street, Greenhaven, Great Brak River**. Wearing of a mask and social distancing to be followed during the information meeting.

PLEASE ENSURE THAT ALL PARTNERS OF A JOINT VENTURE ARE CIDB REGISTERED AND ATTEND THIS COMPULSORY MEETING. FAILURE TO ATTEND THE MEETING WILL RESULT IN THE BID BEING NON-RESPONSIVE.

Please note: The Municipality prefer that Senior Company Staff members or Contract Managers attend the compulsory site meeting as the Scope of Works, the Design and the Tender Specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarise themselves with and fully understand the tender specifications to be able to submit a responsive tender.

Prospective bidders that arrive 15 minutes or more after the advertised time the meeting started will not be allowed to attend the meeting or to sign the attendance register. If a prospective bidder is delayed, he/she 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.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12:00 on Friday, 10 June 2022** 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 pre-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. Company (or JV) Experience carrying a weight of 30 points.
2. References related to similar experience carrying a weight of 15 points.
3. Key Site Staff and Personnel allocated for this tender carrying a weight of 25 points.
4. Plant, Equipment, Tools & Machinery allocated/reserved for this Tender carrying a weight of 30 points.

This tender is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 submitting of MBD 6.2 is compulsory. Please note that the following local content thresholds apply:

- Steel Products and Components for Construction has been designated with a minimum threshold of 100%;
 - Textile, clothing, leather and footwear has been designated with a minimum threshold of 100% and;
 - Cement Sector has been designated with a minimum threshold of 100%.
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 May 2022.
 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
MUNICIPAL MANAGER

T1.2 TENDER DATA

1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

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

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

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

1.2.4 Cost of Tender Documents

Payment for tender documents, if specified, can be obtained at a non-refundable cost as stated in the tender advertisement.

1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers 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 prospective suppliers who are not registered on the Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be **completed fully in black ink** and originally signed by the authorised signatory to validate the tender. **Section 5: DECLARATION must be completed and signed** by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

(b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender.

(c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

(d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

(e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

(a) A copy of a Tax Compliance Status Pin and a Tax Compliance Certificate, 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 and a Tax Compliance Certificate, printed from the SARS website, with the bid documents.

(c) If a bid is not supported by a Tax Compliance Status Pin and a Tax Compliance Certificate 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.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB)

When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.

1.2.8.2 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.

1.2.9 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.

1.2.10 Site / Information Meetings

(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.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

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

1.2.13 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12:00 on Friday, on 10 June 2022.**

OR

be mailed to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.

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

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Mossel Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Mossel Bay Municipality, it should do so in writing to the Mossel Bay Municipality. Any effort by the firm to influence the Mossel Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.16 Opening, Recording and Publications of Tenders Received

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

(b) Details of tenders received in time will be recorded in a register which is open to public inspection.

(c) Faxed, e-mailed and late tenders will not be accepted.

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

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

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 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.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The contract with the successful bidder may be extended should additional funds become available.

1.2.23 Stamp and Other Duties

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

1.2.24 Wrong Information Furnished

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

1.2.25 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 councillor 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.

1.2.26 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 certified 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) An affidavit prescribed by the B-BBEE Codes of Good Practice.

FAILURE TO COMPLY WITH THE ABOVE-MENTIONED WILL RESULT IN NO PREFERENCE POINTS BEING AWARDED

1.2.26 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.

1.2.27 Negotiations

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.

1.2.28 Enquiries

Enquiries relating to this tender, prior to the tender closure date, may be addressed to **Mr Hendrik Schoeman** at email hschoeman@mosselbay.gov.za or telephone at (044) 606-5268.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

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

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 **“Tort”** means in breach of contract.
- 1.27 **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2 Application

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

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4 Standards

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

5 Use of contract documents and information inspection

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

6 Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of

patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7 Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8 Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost relating to these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9 Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11 Insurance

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

12 Transportation

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

13 Incidental Services

13.1 The supplier may be required to provide any or all the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14 Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
(b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC third edition 2015 Clause 5.13, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the contract price as stated in Part C1 Contract Data. The purchaser may also consider termination of the contract pursuant to GCC third edition 2015 Clause 9.2.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond

within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

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

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier regarding or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

- 33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may

refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

CIDB Standard Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (Refer to www.cidb.org.za).

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.

F.1.1 The employer is **Mossel Bay Municipality**.

F.1.2 The Tender Documents issued by the Employer comprise the following documents:

The tender

Volume 1: Tendering procedures

- T1.1 - Tender notice and invitation to tender
- T1.2 - Tender data

Volume 2: Returnable documents

- T2.1 - List of returnable documents
- T2.2 - Returnable schedules

Volume 3: The contract

Part C1: Agreements and Contract data

- C1.1 - Form of offer and acceptance
- C1.2 - Contract data
- C1.3 - Performance Bond
- C1.4 - Adjudicator's contract

Part C2: Pricing data

- C2.1 - Pricing instructions
- C2.2 - Bill of Quantities

Part C3: Scope of work

- C3.1 - Standard Specifications
- C3.2 - Project Specifications
- C3.3 - Environmental Specifications
- C3.4 - Health and Safety Specifications
- C3.5 - EPWP Specification

Part C4: Site information

- C4 - Site information

- F.1.6 The competitive negotiation procedure shall be applied.
- F.2.1 Only those bidders who are registered with the CIDB 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** or higher class of construction work, are eligible to have their tenders evaluated.
- Joint ventures are eligible to submit tenders provided that: -
- (i) Every member of the joint venture is registered with the CIDB;
 - (ii) The lead partner has a contractor grading designation in the **3 CE** or higher class of construction work; and
 - (iii) The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3 CE** or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
- F.2.2 The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.
- F.2.7 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.
- All partners or the leading partner of a Joint Venture must attend the compulsory site or information meeting.
- F2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
- F.2.13.5 The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
- F.2.15.1 Location of tender box: Lower Ground floor (seaside) at the Mossel Bay Municipal Offices.
- Physical address: 101 March Street; Mossel Bay
- CONTRACT NO: TDR325/2021/2022: CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS:**
- CLOSING DATE AND TIME: 12:00 ON FRIDAY, 10 June 2022**
- F.2.13.9 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is 90 days after closing date.

F2.23 The bidder is required to submit with his tender:

F.3.4 Tenders will be opened immediately after the closing time for tenders at 12:00.

F.3.11 The procedure for the evaluation of responsive tenders is as follows

The financial offer will be scored:

80 where the financial value inclusive of VAT of all responsive tenders received have a value below R50,000,000.00.

F.3.13 Tender offers will only be accepted if:

the bidder submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document

the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;

the bidder or any of its directors/shareholders 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;

the bidder has not:

Abused the Employer's Supply Chain Management System; or

failed to perform on any previous contract and has been given a written notice to this effect;

the bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

the bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer;

the employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

Proof of Bank Rating, must be submitted with the tender document.

F.3.17 The number of paper copies of the signed contract to be provided by the employer is one.

F.3.18 The additional conditions of tender are:

F.3.18.1 Past Practices

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.

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 councillor with this or any past tender.

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.

F3.18.2 Subcontracting

The Contractor shall not subcontract the whole of the Contract.

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.

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.

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.

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

- the provision of labour, or
- the purchase of materials which are in accordance with the Contract, or
- the purchase or hire of Construction Equipment.

VOLUME 2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following Returnable Documents:

FORM A. 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

- (1) MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY
- (2) MBD4: DECLARATION OF INTEREST
- (3) MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
- (4) MDB6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017
- (5) MBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
- (6) CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
- (7) SIGNATORY OF AUTHORITY
- (8) MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
- (9) MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION
- (10) RECORD OF ADDENDA
- (11) FORM OF INDEMNITY
- (12) CERTIFICATE OF TENDERER'S ATTENDANCE AT THE CLARIFICATION MEETING
- (13) PRELIMINARY PROGRAMME
- (14) SCHEDULE OF SUBCONTRACTORS
- (15) FUNCTIONALITY PRE-QUALIFICATION
- (16) C1.1 THE OFFER AND ACCEPTANCE
- (17) C1.2 CONTRACT DATA (Part 2)
- (18) C2.2 BILL OF QUANTITIES

2. FUNCTIONALITY

3. RETURNABLE DOCUMENTS TO BE SUBMITTED WITH BID AT CLOSE OF TENDER
 - Tax Compliance Status Pin and a Tax Compliance Certificate, printed from the South African Revenue Service (SARS) website B-BBEE Status Level Verification Certificate

FORM B. 4. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

FA: ADDENDA / NOTICE(S) TO TENDERERS

FB: ALTERATIONS BY TENDERER

**NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS
IN BLACK INK**



RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (1)

MBD1: BID FOR THE REQUIREMENTS OF THE MUNICIPALITY OF MOSSEL BAY
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER:	TDR325/2021/2022	CLOSING DATE:	10 JUNE 2022	CLOSING TIME:	12:00
DESCRIPTION	CONSTRUCTION AND REFURBISHMENT OF HARCOURTS				
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 MOSEL BAY 6500					
Or					
deposited in the tender box situated at the Entrance of the Mossel Bay Town Hall, 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	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN		☐ Yes ☐ No

CERTIFICATE [TICK APPLICABLE BOX]		AFFIDAVIT	
[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	Mr. Hendrick Schoeman
CONTACT PERSON	Ms Unchin Kannemeyer	TELEPHONE NUMBER	(044) 606-5268
TELEPHONE NUMBER	(044) 606-5192	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	hschoeman@mosselbay.gov.za
E-MAIL ADDRESS	ukannemeyer@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-FILEING. 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:

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (2)

MBD4: DECLARATION OF INTEREST

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

Full Name of bidder or his or her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder ²)	
Company registration number:	
Tax Reference Number:	
VAT Registration Number:	
The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.	
Are you presently in the service of the state?	YES / NO
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.	
	Have you been in the service of the state for the past twelve months?	YES / NO
	If so, furnish particulars.	
	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
	If so, furnish the following particulars:	
	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
	If so, furnish particulars	
	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO
	If so, furnish particulars	
	Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO
	If so, furnish particulars	
	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?	
	If yes, furnish particulars	

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

Full Name	Identity Number	State Employee Number

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (3)

MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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?	
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.	YES / NO
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.....

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (4)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceeding 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	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	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) **“prices”** includes all applicable taxes less all unconditional discounts;
 - (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
 - (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
 - (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted	%				
ii) The name of the sub-contractor					
iii) The B-BBEE status level of the sub-contractor					
iv) Whether the sub-contractor is an EME or QSE					
<i>Tick applicable box)</i> <table><tr><td>YES</td><td>☐</td><td>NO</td><td>☐</td></tr></table>	YES	☐	NO	☐	
YES	☐	NO	☐		
(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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1	Name of company/firm:	
8.2	VAT registration number:	
8.3	Company registration number:	

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:	
Registered Account Number:	
Stand Number:	

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

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

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

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (5)

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

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

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

$$LC = [1 - \frac{x}{y}] * 100$$

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 –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

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 products and components for construction	100%
Textile, clothing, leather and footwear	100%
Cement	100%

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

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

(b) I have satisfied myself that:

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

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause

3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the

information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

(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 / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	TDR325/2021/2022					Note: VAT to be excluded from all calculations
(C2)	Tender description	CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS					
(C3)	Designated product(s)	Steel Products and Components					
(C4)	Tender Authority						
(C5)	Tendering Entity name						
(C6)	Tender Exchange Rate	Pula		EU		GBP	
(C7)	Specified local content %	100%					

Calculation of local content

Tender summary

[illegible]

(C20) Total tender value

Signature of tenderer from Annex B

(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

Date: _____

CONTRACT NO: TDR325/2021/2022
CONSTRUCTION AND REFURBISHMENT OF HARCOURTS



SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule													
(C1)	Tender No.			TDR325/2021/2022					Note: VAT to be excluded from all calculations				
(C2)	Tender description			CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS									
(C3)	Designated product(s)			Textile, Clothing, Leather and Footwear									
(C4)	Tender Authority												
(C5)	Tendering Entity name												
(C6)	Tender Exchange Rate			Pula		EU			GBP				
(C7)	Specified local content %			100%									
				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)		
	B5.2	Ø 380mm 16mm STEEL ROD RING											
	B5.2	Netball goal Netting											
	B5.2	32 x 2 mm SHS											
	B5.3	Tennis Court Netting											
	B5.4	Soccer Goal Box Netting											
			</										

CONTRACT NO: TDR325/2021/2022
CONSTRUCTION AND REFURBISHMENT OF HARCOURTS



Annex C

Note: VAT to be excluded from all calculations

(C1)	Tender No.	TDR325/2021/2022				
(C2)	Tender description	CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS				
(C3)	Designated product(s)	Cement				
(C4)	Tender Authority					
(C5)	Tendering Entity name					
(C6)	Tender Exchange Rate	Pula		EU		
(C7)	Specified local content %	100%				

Tender summary

[illegible]

(C25) Average local content % of tender

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RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (6)

SECTION 4.3: CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF BIDDER: _____

DETAILS OF BIDDER'S: Directors / Shareholder / Partners, etc.

Director /Shareholder /partner	Physical address of the Business	Municipal Account	Physical residential address of the Director Shareholder /partner	Municipal Account numbers

NB: Please attached certified copies of ID documentation.

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

I, _____

(full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days. I certify that the information furnished above is correct. I accept that the state may act against me should this declaration prove to be false. If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a Municipality in respect of which payment is overdue for more than 30 days;

THUS, DONE AND SIGNED for and on behalf of the bidder, at _____,

Signed _____ **Date** _____

Name _____ **Position** _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (7)

SECTION 4.4: AUTHORITY FOR SIGNATORY

COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, duly signed, authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid

CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

We, the undersigned, hereby authorize Mr / Mrs acting in his/her capacity
as of the business trading as to sign all documentation in connection with Tender

NAME OF MEMBERS / DIRECTORS	SIGNATURE	DATE

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

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (8)

MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audialterampartem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for 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:		

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

CERTIFICATION

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

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

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (9)

MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

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

DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

(i) Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations, 2017;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (10)

FA: RECORD OF ADDENDA

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
17.		
18.		
19.		
20.		

FB: ALTERATIONS / AMENDMENTS BY 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 F.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 Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION

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

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (11)

FORM OF INDEMNITY

A company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative)

_____ in his capacity as (Designation) of the Contractor,

is Duly authorised hereto by a resolution dated _____ 20.. _____ to sign

on behalf of the Contractor. **WHEREAS** the Contractor has entered into a Contract

Dated _____ 20.. with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold Harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law

SIGNATURE OF CONTRACTER:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 1	
DATE:	

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (12)

**CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY
CLARIFICATION MEETING**

Note:

1. Tenderers must complete this certificate and have same signed by the Employer's Representative at the compulsory Clarification Meeting.
2. Tenderers must also sign the Attendance List in the name of the tendering entity at the compulsory tender Clarification Meeting.
3. Tenderers must submit this signed certificate (original) as well as the addenda /minutes received after the compulsory Clarification Meeting with their Tender documents. Non-submission of this information will lead to rejection of their Tender.
4. Addenda will be issued to, and tenders will be considered only from those tendering entities appearing on the Attendance List and who's Certificates of Attendance has been signed.

This is to certify that I,	
Signature of Tenderer's representative:	
Duly authorized representative of (Name of Tenderer)	
Address:	
Telephone number:	
Fax number:	
E-Mail:	
attended the compulsory tender Clarification Meeting on (date)	
in the company of (MOSSEL BAY Municipality's / Employer's Representative)	
Mossel Bay Municipality's / Employer's Representative:	

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (13)

BIDDERS EXPERIENCE: PRELIMINARY PROGRAMME

The tenderer shall attach a preliminary programme, reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

Signed _____ **Date** _____

Name _____ **Position** _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (14)

BIDDERS EXPERIENCE: SCHEDULE OF SUBCONTRACTORS

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

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

Category / type	Subcontractor Name / Address / Contact Person / Phone / Fax / Details of Organisation / Firm Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
SUBTOTAL (Excluding VAT)			

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

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (15)

TENDER FUNCTIONALITY: 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 these 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 only relevant information is submitted, for points to 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 (or JV) Experience	30	
2	References Related to that Experience	15	
3	Key Site Staff & Personnel allocated/reserved for this Tender	25	
4	Plant, Equipment, Tools & Machinery allocated/reserved for this Tender	30	
TOTAL		100	

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

CRITERION 1: COMPANY (OR JV) EXPERIENCE

- (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. Please note that this section refers to the Company's and its legacy firms past experience and is not a duplication of Criterion 3'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.

Successfully completed NEW Hardcourts	Maximum points	Bidder Score
Minimum 2 projects that is Hardcourt (tennis, netball etc.) related with a CIDB grading of 3CE or higher completed in the last 10 years	5	
Minimum 2 projects that is Hardcourt (tennis, netball etc.) related with a CIDB grading of 3CE or higher completed in the last 8 years	10	
Minimum 2 projects that is Hardcourt (tennis, netball etc.) related with a CIDB grading of 3CE or higher completed in the last 5 years	15	
Successfully completed Resurfaced Hardcourts	Maximum points	Bidder Score
A minimum 4 projects that is Hardcourt (tennis, netball etc.) related with a CIDB grading of 3 CE or higher completed in the last 10 years	5	
A minimum 4 projects that is Hardcourt (tennis, netball etc.) related with a CIDB grading of 3 CE or higher completed in the	10	

last 8 years		
A minimum 4 projects that is Hardcourt (tennis, netball etc.) related with a CIDB grading of 3 CE or higher completed in the last 5 years	15	
Total		

(c) In order to claim points for the above, bidders must submit sufficient information in the form of a signed completion certificate by a consultant (employers' representative).

(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. Tenderers to provide enough experience to score the total points as prescribed.

(e) If no information is provided below with no certified copy of completion certificates to as an additional attachment **NO POINTS WILL BE AWARDED.**

Employer/Client	Nature of work	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
			Start Completion Duration

Employer/Client	Nature of work	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
			Start Completion 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 successfully completed hardcourt surfacing projects for Municipalities or private developers.

Bidders should provide copies of five (5) reference letters, on an official letterhead of the reference, in relation to the experience gained on projects relevant to the scope of work. **(Completion certificates will not be accepted).**

The following detail should be included in the reference letter:

- 1) Detail of the work that have been successfully completed (similar to this scope of work), with the period/duration of the project/service with start and finish dates.
- 2) Was the work completed within the contractual time frame?
- 3) 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?
- 4) Compliance with the Occupational Health & Safety regulations on the project.
- 5) General performance on the project.

The letter should also include who the contact person is with all his/her detail. The Municipality 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.
- In order to claim points, bidders must submit, with the tender document, five reference letters to which the above-mentioned Experience have been provided.
- These references letters 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.
- 3 points will be awarded for each reference letter which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.

	NAME OF REFERENCE OR COMPANY OR ENTITY	REFERENCE (PAGE NUMBER) TO SUPPORTING DOCUMENTATION
1		
2		
3		
4		
5		

Typical reference letter should include that the tenderer has successfully constructed and completed new tennis and/or netball courts and surfacing related work.

Question to Reference	Reference's Response
1. SCOPE: Have this Contractor successfully performed a similar Scope of Works for you in the past?	Yes or No If No, please state why:
2. TIME / PROGRAMME: 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?	Yes or No If No, please state why:
3. PRICE / BUDGET: 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 or 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 or No If No, please state why:
5. OVERALL / VERDICT: In general, were you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above?	Yes or No If No, please state why:

NB: If no information is provided above or documentation is not attached NO POINTS WILL BE AWARDED.

CRITERION 3: SITE STAFF & PERSONNEL ALLOCATED / RESERVED FOR THIS TENDER

- (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 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.

Site Staff & Personnel Required:	Max points for years' experience	Name of Staff member	Bidder Score
Contract Manager / Site Agent (min 8 hours / 1 day 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.	1-5y = 5 points 6-10y = 8 points More than 10y = 10 points		
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 Engineering 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	1-5y = 3 points 6-10y = 5 points More than 10y = 8 points		
Skilled Artisan: Grader Operator or Similar (min 40 hours / 5 days per week / full time on site) - Must be suitably skilled and have CV verifiable experience operating a grader or similar heavy machinery on similar projects. - Must be able to do setting-out, level grading and smooth surface finishing of layer works on similar projects	1-5y = 3 points 6-10y = 5 points More than 10y = 7 points		
TOTAL	25		

- (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 for 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 where applicable.

Tenderers shall set out in a Schedule details of the Contract Manager, Construction Manager and Skilled Artisan's NQF skills qualifications and experience in Civil Engineering Work of a similar nature to that for which their Tender is submitted. CVs and Qualifications of the staff as set out below must be attached to this tender document.

POSITION IN COMPANY:	NAME: NQF LEVEL			
CONTRACT & CLIENT	NAME OF PROJECT	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

POSITION IN COMPANY:	NAME: NQF LEVEL			
CONTRACT & CLIENT	NAME OF PROJECT	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

POSITION IN COMPANY:	NAME: NQF LEVEL			
CONTRACT & CLIENT	NAME OF PROJECT	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

NB: If no information or documentation is provided / attached **NO POINTS WILL BE AWARDED.**

CRITERION 4: PLANT / TOOLS / EQUIPMENT

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 or Hired by Bidder (Maximum Points)	Bidder Score Subject to points
LDV / Bakkie	4	
TLB minimum 65Kw 4 x 4	6	
Laser Level Grader	8	
Double Drum Ride on Roller minimum 3000kg	8	
Tipper Truck minimum 4cube	4	
TOTAL	30	

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.

Proof of ownership or a detailed rental agreement must be attached to the tender document and signed by the contractor and the company responsible for the hired plant / tools / equipment.

If no information is provided below or referred to 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.)

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.

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

Signed _____ **Date** _____

Name _____ **Position** _____

Name of tenderer _____

VOLUME 3: CONTRACT

-
- C1.1 Form of Offer and Acceptance**
 - C1.2 Contract Data**
 - C1.3 Agreement in terms of The Occupational Health And
Safety Act, 1993 (Act No. 85 Of 1993)**
 - C1.4 Form of Guarantee**



C1.1 Form of Offer and Acceptance

Offer

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

TDR325/2021/2022: CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS

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:

.....
.....
..... Rand (in words);

R (in figures)

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



Signature(s)

Name(s)

Capacity

for the tenderer

(Name and address of organization):

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

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

The terms of the contract, are contained in:

Part C1:	Agreements and contract data, (which includes this agreement)
Part C2:	Pricing data
Part C3:	Scope of work.
Part C4 :	Site information
Part C5:	Drawings

and documents or parts thereof, which may be incorporated by reference into Parts 1 to 5 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 fulfil 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
PO Box 25
MOSSEL BAY
6500

Name and signature of witness:

.....

Date

Schedule of Deviations

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)

.....

.....

Name and signature of witness:

.....

Date

For the Employer:

Signature(s)

Name(s)

Capacity

(Name and address of organization)

.....

Name and signature of witness:

.....

Date

C1.2 Contract Data

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract: **General Conditions of Contract for Construction Works 3rd Edition 2015** prepared by the South African Institution of Civil Engineers (SAICE) and approved by the Institution of Municipal Engineering, the South African Association of Consulting Engineers and the South African Federation of Civil Engineering Contractors 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 General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

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.

Part 1: Contract Data provided by the Employer

CONTRACT SPECIFIC DATA

The following Contract Specific data, referring to the General Condition of Contract for Construction Works, 3rd Edition 2015 are applicable to this contract.

Clause	Compulsory data
1.1.1.12	"Day" shall mean a calendar day
1.1.1.13	The Defects Liability Period is 10 Years .
1.1.1.14	The Time for achieving Practical Completion is estimated at June 2020. Budget planning is NOT over multiple financial years.
Clause	Part 1: Data provided by the Employer
1.1.1.5	The "Commencement Date" shall be the date the site is handed over to the Contractor and after the guarantees have been delivered.
1.1.1.15	The Employer is: Mossel Bay Municipality in the procurement and execution of this contract, represented by the Manager Engineering Services & Projects and/or such other person or persons duly authorized thereto by the Employer in writing. The Employers representative is Mr. H Schoeman for the purpose of this contract.
1.2.1	The Employer's address for receipt of communication is: Mossel Bay Municipality PO Box 25 101 Marsh Street MOSSEL BAY

	6500 Tel: +27 44 606 5268 e-mail: admin@mosselbay.gov.za
1.1.1.26	The Pricing Strategy is a re-measuring contract.
1.1.1.28	Scope of Work means the document(s) containing the Standard Specifications, the Project Specifications and the Drawings, that specifies and describes 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."
2.5.1	No cession payments will be made
3.1.1	a. The Engineer is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: b. Nominating the Engineer's Representative in terms of CL 3.2.2. c. Delegation of Engineer's authority in terms of CL 3.2.2.2. d. Providing consent for subcontracting part of the contract in terms of CL 4.4. e. The issuing of further drawings or instructions in terms of CL 13.1 f. The issuing of instructions for dealing with fossils and the like in terms of CL 4.7.1. g. Authorizing the Contractor to repair and make good excepted risks in terms of CL 8.1. h. The issuing of a variation order in terms of CL 6.3. i. Issuing of instructions to carry out work on a daywork basis in terms of CL 6.5. j. Granting permission to work during non-working times in terms of CL 5.8. k. Suspend the progress of the works in terms of CL 5.11. l. The issuing of an instruction to accelerate progress in terms of CL 5.7.3. m. The approval of any extension of time for completion in terms of CL 5.12. n. The reduction of a penalty for delay in terms of CL 5.13.2. o. The determination of additional or reduced costs arising from changes in legislation in terms of CL 6.8.4. p. The giving of a ruling on a contractor's claim in terms of CL 10.1.5. q. The agreeing of an extension to the construction period in terms of CL 10.1.2. Additional Clauses to be agreed on: 2.2.3; 3.1.2; 3.2.4; 4.4; 4.4.3; 5.7.3; 5.8.1; 5.11.1; 5.11.2; 5.11.3; 5.14; 5.16.1; 6.3.2; 6.4.1.4; 6.6; 6.10.7; 6.11; 7.8.2; 8.2.2.2.
3.1.3	The Engineer is required to obtain the specific approval of the Employer in order to authorize any expenditure in excess of the Tender Sum
4.4.3	The minimum procurement requirement regarding the portion of the contract price to be spent on Subcontractors and labour, are set out in Clause C3.3.1 "Procurement" in the Scope of Works.
5.3.1	The Works are to be commenced within 14 days of the Commencement Date. Work can only commence when the following are in place: a. Health and Safety Plan (Clause 4.3) b. Initial Programme (Clause 5.6) c. Security (Performance Guarantee Clause 6.2) d. Insurance (Clause 8.6)
5.5.1	It is Estimated that the Works shall be completed on / before the final completion date as per the approved construction program , including the Contractor's year end break/s and special non-working days, as envisaged by the Employer.
5.6.1	The Programme of Works is to be delivered within 7 working days from the site handover date.
5.1.1	The non-working days are Mondays to Fridays outside normal working hours (17h00 to 7h00), Saturdays (13h00 to 00h00), Sundays and all gazetted public holidays.

5.8.1	The special non-working days are: a) special gazetted public holidays b) The year-end break traditionally commencing on 16 December and ending the first Monday after New Year (January) the following year.
5.13.1	The penalty for delay is R500 (VAT exclusive) per calendar day or part thereof; plus, the cost of site supervision by client's personnel at R3 600.00 per calendar day. The penalty for non-compliance to Health and Safety regulations will amount to R2500.00 per incident per day.
5.16.3	The latent defect liability period is ten (10) years after the issue of the Final Approval Certificate.
6.2	The performance guarantee is to contain the wording of Form C1.3 in Part C1 of the Tender Document. The performance guarantee value is to be R 500 000 . A retention guarantee is not permitted.
6.2 and 8.6	The Performance Guarantee and Insurance are to be delivered within 14 days after the request to do so and the Form of Acceptance will not be signed before receipt of Guarantee that is acceptable to the Employer. Failure to submit the guarantee within the 14 days will lead to the cancellation of the appointment and will constitute that no formal contract has been reached.
6.8.2	The value of payment certificates will not be adjusted in accordance with the Contract Price Adjustment Schedule on page 72 of GCC 2015.
6.8.3	No special materials will be paid under this clause.
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 80% upon proof of ownership.
6.10.2	"Payment to the Contractor for any materials on site shall only be authorized after proof of ownership by the Contractor has been lodged with the Engineer in the form of receipted invoices or other acceptable documents."
6.10.3	A retention amount of 10% on each claims certificate (excluding CPA and VAT) will be withheld up to the limit of 10% of the total construction cost. On completion the retention amount will be reduced to 5% of said construction cost.
6.10.4	The first payment certificate will only be processed after the completion of site establishment to the satisfaction of the Employer and/or Engineer.
7.8.1	The Defects Liability Period is ten (10) years after the date of issue of the sub clause 5.14.4 Certificate of Completion.
8.6.1	Insurances to be effected and maintained by the Contractor at his own cost .
8.6.1.1.1	The Contract Price plus the indemnity values in sub clauses 8.6.1.1.2 and 8.6.1.1.3
8.6.1.1.2	The value of the materials supplied by the Employer to be included in the insurance sum is R0.00 – Nil .
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 – Nil .
8.6.1.2	South African Special Risks Insurance Association (SASRIA) cover must be arranged on motor vehicles, plant, site accommodation, tools and equipment.
8.6.1.3	The limit of the liability insurance required is R1,000,000.00 for any single claim
8.6.1.4	Specific insurance cover for where execution of the Works involves the risk of removal or interference with support / temporary works. The limit of the liability insurance required is R500,000.00 for any single claim. The Contractor is to notify the Employer at date of commencement of works where lateral support cover would be required.
8.6.1.5	No additional and varied insurances are required.

10.3	Dispute resolution shall be by amicable settlement , failing which will be immediately referred to adjudication which will be final and binding.
Clause	Part 2: Data provided by the Contractor
1.1.1.9	The Contractor is:
1.2.1	The Contractor's address for receipt of communication is: Telephone: e-mail:..... Address:.....
6.5.1.2.3	The percentage allowances to cover all charges for the Contractor's and Subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is%.
5.5.1	The Works for Section B and Section C shall be completed within weeks (Construction of new Hard Courts) and Weeks (Resurfacing of Hard Courts) respectively as proposed by the Contractor and whereupon the time related preliminary and general costs are based.
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule below:

SPECIAL MATERIALS

Each material dealt with as a special material in terms Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Sub 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 be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.

Special Material	Unit*	Rate or Price for the base month

a. Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

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

Signed _____ Date _____

Name _____ Position _____

Name of tenderer _____

C1.3 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at on this the day of in the year..... between The Mossel Bay Municipality (hereinafter called "the Employer") on the one part, herein represented by..... in his capacity as and delegate of the Employer and(hereinafter called "the Principal Contractor") of the other part, herein represented byin his capacity as.....

WHEREAS the Employer is desirous that certain works be constructed and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993, Act 85 of 1993 and the Construction Regulation 2014;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either:
 - a) the date of the final certificate issued in terms of clause 6.10 of the General Conditions of Contract for Construction Works 2015 3rd edition as issued by the South African Institution of Civil Engineering
 - b) referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
 - c) the date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-

-
- a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act.
- i) Section 8: General duties of Employers to their employees.
- ii) Section 9: General duties of Employers and self-employed persons to persons other than employees.
- iii) Section 37: Acts or omissions by employees or mandatories and
- iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
- v) Construction Regulations 2014, and other safety regulations, as applicable.
- b) The procedures and safety rules of the Employer as pertaining to the Principal Contractor and to all his sub-Contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-Contractors, whether or not selected and/or approved by the Employer.
5. The Principal Contractor warrants that all his and his sub-Contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
6. The Principal Contractor undertakes to ensure that he and/or his sub-Contractors and/or their respective employees will at all times comply with the following conditions:
- a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
- b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-Contractors.

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS:

1..... 2

NAME (IN CAPITALS)

1..... 2

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS:

1..... 2

NAME (IN CAPITALS)

1..... 2

C1.4 Form of Guarantee

To: **MOSSEL BAY Municipality**
PO Box 25
MOSSEL BAY
6500

PERFORMANCE GUARANTEE

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

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: **FINANCING INSTITUTION**

"Physical address" means: **FINANCING INSTITUTION PLACE OF BUSINESS**

"Employer" means: **MOSSEL BAY MUNICIPALITY**

"Contractor" means: **CONTRACTOR**

"Works" means: **CONTRACT NO: TDR325/2021/2022 CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS**

"Site" means: Site as defined in Clause 1.1.1.29 if 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** Amount in words.

"Guaranteed sum" means: the maximum aggregate amount as a % stated in the contract data.

"Expiry Date" means: **DATE OF ISSUE BY ENGINEER OF THE CERTIFICATE OF COMPLETION OF THE WORKS**

Type of Performance Guarantee **FIXED**

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

1. VARIABLE PERFORMANCE GUARANTEE

Not Applicable

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer's Agent of the Certificate of Completion of the Works, or the date of payment in full of the guaranteed Sum, whichever occurs first.

2.3 The Employer's Agent 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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.
- 3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.
- 3.2 Subject to the Guarantor's maximum liability referred to in 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:
- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent 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 3.2.2;
- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 2.1, 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:
- 3.3.1 The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 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 3.3; and
- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 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.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2.2 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.

- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where the 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.

Thus, done and signed on behalf of the Guarantor:

Signed at:

Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

Witness Signatory (1):

Witness Signatory (2):

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

_____ Guarantor's seal or stamp

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 Bill of Quantities

C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, *General*.
2. The units of measurement described in these Bill of Quantities are metric units. Abbreviations used in these Bills 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 these Bills 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 SABS 1200 or COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
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 Bills of Quantities but the quantity of work of which is not measured in any units.
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. A price or rate is to be entered against each item in the Bill of Quantities. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities.
9. 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.
10. 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.
11. 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.
12. Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardised Specifications.
13. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bill of Quantities with the letters Li in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters Li are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
14. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

SPECIAL NOTES TO TENDERERS

- This is a **rate only tender** and the items, quantities and duration will be conformed before the commencement of work.

C2.2 Bill of Quantities

SPORTS COURT CONSTRUCTION & RESURFACING

SCHEDULE OF QUANTITIES SUMMARY

SECTION	DESCRIPTION	AMOUNT 1 July 2021 to 30 June 2022	AMOUNT 1 July 2022 to 30 June 2023	AMOUNT 1 July 2023 to 30 June 2024
A	PRELIMINARY AND GENERAL			
B	CONSTRUCTION OF NEW HARDCOURT			
C	RESURFACING OF HARDCOURTS			
SUB TOTAL				
E	Plus: CONTINGENCIES @ 10% of SUBTOTAL			
Sub -Total: Netto Tender Total, VAT excluded				
ADD: VAT @ 15% on Netto Tender Total				
TOTAL CARRIED OVER TO FORM OF OFFER WITH VAT INCLUDED				

SPORTS COURT CONSTRUCTION & RESURFACING
SCHEDULE OF QUANTITIES

ITEM NO.	PAY-MENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT 1 July 2021 to 30 June 2022	RATE 1 July 2022 to 30 June 2023	AMOUNT 1 July 2022 to 30 June 2023	RATE 1 July 2023 to 30 June 2024	AMOUNT 1 July 2023 to 30 June 2024
	SANS 1200	<u>SECTION A: PRELIMINARY AND GENERAL</u> This section is constructed to cover all obligations and requirements of the GCC, Conditions of Tendering, the Specifications, the Project Specifications and liabilities not covered by the remainder of the Schedule of Quantities. In addition to the Items listed below, the Contractor is to state clearly hereunder the description of the item and compensation required which he requires to claim for separately from the rates tendered in the sections of the remainder of the Schedule of Quantities. The Engineer reserves the right to advance to the Contractor any such proportion of the stated sums which he considers the Contractor to have complied with.								
A 1	AA 8.3	FIXED-CHARGE AND VALUE-RELATED ITEMS								
A 1.1	AA 8.3.1	Contractual requirements	Sum	1						
A1.1.1		Project value of up to max R 300 000	Sum	1						
A1.1.1.1		Ekstra over for item A1.1.1: Project value of min R 300 000 to max R 750 000	Sum	1						

MOSSEL BAY MUNICIPALITY
COMMUNITY SERVICES

CONTRACT NO: TDR325/2021/2022
CONSTRUCTION AND REFURBISHMENT OF HARCOURTS



ITEM NO.	PAY-MENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
A1.1.1.2		Project value of min R 750 000 to max R 1 500 000	Sum	1						
A1.1.1.3		Project value of more than R 1 500 000	Sum	1						
A 1.2		Occupational Health & Safety Act: Make provision to maintain all the requirements of the Health & Safety Act (Act 85 of 1993) and the Construction Regulations (Government Gazette No. 37305 dated 07 February 2014 where applicable) or as amended for the full duration of the project.	Sum	1						
A 1.2.1			Sum	1						
A1,3		Establish of Plant Transport and setup of required plant/machinery	Sum	1						
A1,4		De-Establish of Plant Transport and Clearing of Site	Sum	1						
A 1.5	AA 8.3.3	General responsibilities and other fixed-charge obligations. Make provision for any costs of the Contractor for which there has not been provided for elsewhere:								
A 1.5.1		Specify:	Sum	1						

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CONSTRUCTION AND REFURBISHMENT OF HARCOURTS



ITEM NO.	PAY-MENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
A 2	AA 8.4	TIME-RELATED ITEMS								
A2.1		Contractual Requirements								
A2.1.1		Project value of up to max R 300 000	Sum	1						
A2.1.1.1		Ekstra over for item A2.1.1: Project value of min R 300 000 to max R 750 000	Sum	1						
A2.1.1.2		Project value of min R 750 000 to max R 1 500 000	Sum	1						
A2.1.1.3		Project value of more than R 1 500 000	Sum	1						
A 2.2	AA 8.4.5	Other time-related obligations. Make provision for any costs of the Contractor for which there has not been provided for elsewhere:								
A 2.1.1		Specify:	Weeks							
A3		Fixed Penalties per occurrence								
A3,1		OHS related non-compliance during construction								
A3,1,1		Criticle Finding not Resolved in 7-days	No	0	-2500		-2650		-2800	

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ITEM NO.	PAY- MENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
A3,2		Per calender day for late completion as per approved construction program for each site	No	0	-2500		-2650		-2800	
TOTAL SECTION A: CARRIED FORWARD TO SUMMARY										

SPORTS COURT CONSTRUCTION & RESURFACING
SCHEDULE OF QUANTITIES

ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT 1 July 2021 to 30 June 2022	RATE 1 July 2022 to 30 June 2023	AMOUNT 1 July 2022 to 30 June 2023	RATE 1 July 2023 to 30 June 2024	AMOUNT 1 July 2023 to 30 June 2024
B 1	SANS 1200 DA	<u>SECTION B: CONSTRUCTION OF NEW HARDCOURTS:</u> EARTHWORKS								
B 1.1	C 8.2.1	Clearing and grubbing	m ²	800						
B 1.2		Remove 100mm topsoil to stockpile and maintain	m ³	400						
B 1.2	DA 8.3.1(b)	Excavate and dispose in-situ material to a site provided by the contractor.	m ³	1200						
B 1.3		Compaction of in-situ material to 93% Mod AASHTO density	m ²	4000						
B 1.4	DA 8.3.4	150 mm Thick G7 material from commercial sources compacted to 95 % Mod AASHTO density	m ³	120						
B 1.5	DA 8.3.4	150 mm Thick G5 material from commercial sources compacted to 95 % Mod AASHTO density	m ³	120						
B1.6		Modified AASHTO Density test (Provisional)	No	6						
B1.7		Spoil Excavated Material								

MOSSEL BAY MUNICIPALITY
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CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
B1.7.1	G 8.4	Within 25 km of project location	m ³	1200						
B1.7.1.1		Ekstra over for item B1.7.1: 25 to 50 km	m ³	200						
B1.7.1.2		50 to 75 km	m ³	100						
B1.7.1.3		75 to 100 km	m ³	50						
B 2		CONCRETE								
B 2.1		Unreinforced concrete cast against excavated surfaces								
B 2.1.1		Class 15MPa/19mm mass concrete base (Posts)	m ³	0.25						
B 2.2		Reinforced concrete cast against excavated surfaces								
B 2.2.1		Class 25MPa/19mm mass concrete	m ³	110						
B 2.2.2		Supply and Deliver High Tensile Reinforcing Steel on site	Prov Sum	1	45000	45000	45000	45000	45000	45000
B 2.2.3		Contractor's Cost and profit on Item B2.2.2 (State % and extend as an amount)	%	45000						



ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
B 2.2.4	MK 8.2 MH 8.2.1 (b)	Fixing and installation of High Tensile Reinforcing Steel	kg	2488						
B 3		KERBING Supply, install and kerk Figure 11 precast edging kerb on concrete bedding at perimeter of court and reinstate surrounding surface flush to new edging	m	120						
B 3.1										
B 3.2		Supply, install and kerk Figure 10 B precast edging kerb on concrete bedding at perimeter of court and reinstate surrounding surface flush to new edging	m	120						
B3.3		Supply, install and kerk precast inlet kerb on concrete bedding at perimeter of court and shape outlet to allow stormwater downwards flow	m	10						
B3.4		Supply, install and kerk Figure 3 precast barrier kerb on concrete bedding at perimeter of court and reinstate surrounding surface flush to new edging	m	100						
B 4		SURFACE CONSTRUCTION								

MOSSEL BAY MUNICIPALITY
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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
B 4.1		Supply and install hot bitumen spray coat with 13 mm aggregate	m ²	800						
B 4.2		Supply and install hot bitumen spray coat with 6,7 mm aggregate	m ²	800						
B 4.3		Supply and install hot bitumen spray coat with crusher dust slurry	m ²	800						
B 4.4		Supply and install sand slurry coat	m ²	800						
B 4.5		Labour Intensive Asphalt								
B 4.5.1		Continuously graded (medium) (25 mm final thickness Labour Intensive Asphalt)	m ²	2000						
B 4.5.2		Continuously graded (Fine) (20 mm final thickness Labour Intensive Asphalt)	m ²	1000						
B 4.5.3		Filler - LBS Filler	kg	865						
B 4.5.4		Sand - Crusher Dust	kg	2160						
B 4.5.5		Aggregate - 6.7 mm road stone	kg	350						
B 4.5.6		Aggregate - 9.5 mm road stone	kg	560						
B 4.5.7		Binder - 60% anionic emulsion	kg	385						

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
B 6		HARCOURT EXTRAS								
B 5.1		Netball Goal Posts Supply and install Netball post as per Detail drawing	No	2						
B 5.2		Supply and install Netball ring and net as per Detail drawing	No	2						
B 5.3		Tennis posts Supply, deliver and install Tennis Post and netting with measurement of 12,8m x 1,07m for the net and 76 x 3 mm x 1,42m in lenght for the post as per detail drawing	No	1						
B 5.4		Mini Soccer Goal Posts Supply, deliver and install Soccer Goal Post and netting with inner measurement of 1,8m x 1,2m as per detail drawing	No	2						
B 5.5		Mini Hockey Goal Box Supply, deliver and install Hockey Goal Box with inner measurement of 813mm x 533mm x 305mm as per detail drawing	No	2						

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
B 6		SURFACE AND LINE PAINTING								
B 6.1		Supply and apply two layers of mixture sand, fibre and latex coating ratio (uncoloured)	m ²	800						
B 6.2		Supply and apply two layers of fibre and latex coating (coloured)								
B 6.2.1		Green	m ²	800						
B 6.2.2		Blue	m ²	800						
B 6.2.3		Red	m ²	800						
B 6.2.4		Natural (Brown)	m ²	800						
B 6.3		Supply and apply one layer of latex and water seal coat	m ²	800						
B 6.4		Supply and apply line painting with 65 % acrylic paint in a straight line and with curvetures								
B6.4.1		Up to 45 mm in width								
B6.4.1.1		Yellow	m	50						
B6.4.1.2		White	m	50						
B6.4.1.3		Red	m	50						
B6.4.1.4		Blue	m	50						
B6.4.2		46 to 75 mm in width								
B6.4.2.1		Yellow	m	50						

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ITEM NO.	PAYMENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT	RATE 1 July 2022 to 30 June 2023	AMOUNT	RATE 1 July 2023 to 30 June 2024	AMOUNT
B6.4.2.2		White	m	50						
B6.4.2.3		Red	m	50						
B6.4.2.4		Blue	m	50						
B6.4.3		76 to 100 mm in width								
B6.4.3.1		Yellow	m	50						
B6.4.3.2		White	m	50						
B6.4.3.3		Red	m	50						
B6.4.3.4		Blue	m	50						
TOTAL SECTION B: CARRIED FORWARD TO SUMMARY										

SPORTS COURT CONSTRUCTION & RESURFACING

SCHEDULE OF QUANTITIES

ITEM NO.	PAY-MENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT 1 July 2021 to 30 June 2022	RATE 1 July 2022 to 30 June 2023	AMOUNT 1 July 2022 to 30 June 2023	RATE 1 July 2023 to 30 June 2024	AMOUNT 1 July 2023 to 30 June 2024
	SANS 1200	<u>SECTION C: RESURFACING OF HARDCOURTS</u>								
C 1		SURFACE PREPERATION								
C 1.1		Surface cleaning: broom with water & chlorine solution	m²	1400						
C 1.2		Rinse area with water (munisipal pressure)	m²	1400						
C 1.3		Remove existing wearing course	m²	1400						
C 2		SURFACE COATING AND LINE PAINTING								
C 2.1		Supply and apply two layers of sand, fibre and latex coating (uncoloured)	m²	1400						
C 2.2		Supply and apply line painting with 65 % acrylic paint in a straight line and with curveture								
C 2.2.1		Up to 45 mm in width	m	100						
C 2.2.2		46 to 75 mm in width	m	100						
C 2.2.3		76 to 100 mm in width	m	100						
C 2.3		Supply and apply one layer of sand, fibre and latex coating (uncoloured) stabilized with 3% cement	m²	2400						

MOSSEL BAY MUNICIPALITY
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CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS



ITEM NO.	PAY-MENT	DESCRIPTION	UNIT	QTY	RATE 1 July 2021 to 30 June 2022	AMOUNT 1 July 2021 to 30 June 2022	RATE 1 July 2022 to 30 June 2023	AMOUNT 1 July 2022 to 30 June 2023	RATE 1 July 2023 to 30 June 2024	AMOUNT 1 July 2023 to 30 June 2024
	SANS 1200	<u>SECTION C: RESURFACING OF HARDCOURTS</u>								
C 2.4		Supply and apply one layer of sand, fibre and latex coating (uncoloured)	m ²	2400						
C 2.5		Supply and apply two layers of fibre and latex coating (coloured)								
C 2.5.1		Green	m ²	2400						
C 2.5.2		Blue	m ²	2400						
C 2.5.3		Red	m ²	2400						
C 2.6		Supply and apply one layer of latex and water seal coat	m ²	2400						
C 2.7		Crack treatment for existing concrete type courts:								
C 2.7.1		Crack Injection using a epoxy resin	m	100						
C 2.7.2		Crack Sealing using a epoxy resin	m	100						
C 2.8		Crack Treatment for existing Bituminous type courts:								
C 2.8.1		Supply and fill cracks and dents with 60 % bitumen solution	m ²	240						
C 2.8.2		Crack Injection using Colseal	m	100						
TOTAL SECTION C: CARRIED FORWARD TO SUMMARY										

MOSSEL BAY MUNICIPALITY
COMMUNITY SERVICES

CONTRACT NO: TDR325/2021/2022
CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS



- C3.1 Standard Specifications**
- C3.2 Project Specifications**
- C3.3 Environmental Specifications**
- C3.4 Health & Safety Specifications**
- C3.5 EPWP Specifications**

CONTENTS

Part C3.1: STANDARD SPECIFICATIONS

GENERAL

- PS 1: GENERAL DESCRIPTION OF THE CONTRACT
- PS 2: DESCRIPTION OF SITE AND ACCESS
- PS 3: NATURE OF GROUND AND SUBSOIL CONDITIONS
- PS 4: SCOPE OF CONTRACT
- PS 5: CONSTRUCTION PROGRAMME & METHODS
- PS 6: SITE FACILITIES AVAILABLE
- PS 7: SITE FACILITIES REQUIRED
- PS 8: FEATURES REQUIRING SPECIAL ATTENTION
- PS 9: EXTENSION OF TIME ARISING FROM ABNORMAL RAINFALL
- PS 10: CERTIFICATES OF PAYMENT
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- PS 12: SPOIL MATERIAL
- PS 13: DRAWINGS
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- PS 21: TRANSPORT OF MATERIAL
- PS 22: EMPLOYMENT OF LOCAL LABOUR
- PS 23: LIAISON WITH LOCAL AUTHORITIES
- PS 24: COMMUNITY LIAISON AND COMMUNITY RELATIONS
- PS 25: APPLICABLE STANDARDIZED SPECIFICATIONS

Part C3.2: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

Project specifications referring to the standard specifications and additional specifications

Part C3.3: ENVIRONMENTAL SPECIFICATIONS

Part C3.4: HEALTH & SAFETY SPECIFICATIONS

Part C3.5: EPWP SPECIFICATIONS

Part C3.1: STANDARD SPECIFICATIONS

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

The South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200 1996, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (0861) 27 7227, Fax: (012) 428 6928, Web site: www.sabs.co.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 **South African Bureau of Standards Standardized Specification for Civil Engineering Construction SANS 1200**, complete with any corrections and amendments applicable at the time of tendering. Amendments to the standard specifications are bound in the contract documents in Part B: Project Specifications.

APPLICABLE STANDARDS AND PARTICULAR SPECIFICATIONS

Although not bound in nor issued with this document, the following standardised specifications from SANS Standardised Specification for Civil Engineering Construction SANS 1200 shall form part of the contract document and, notwithstanding the provisions of Sub clause 2.2 of SANS 1200 A, all the editions shall apply.

Part C3.1: GENERAL

PS1 GENERAL DESCRIPTION OF THE CONTRACT

PS1.1 DESCRIPTIONS OF WORKS

PS1.1.1 Overview of the Works

The Scope of works is:

Client Objective:

The project comprises the resurfacing of various hardcourts in Mossel Bay as well as construction of new hardcourt within the municipal border.

The project will be implemented over a 36 month period with funding from the Municipalities (CRR) Budget and other Grants.

Multiple sites will be identified once the contract have been awarded to the successful bidder.

PS1.2 LIST OF DRAWINGS

- Typical HardCourt Details
- Typical HardCourt Line Marking Layout and Details
- Typical Netball Post Details
- Typical Soccer Goal Post Details
- Typical Hockey Goal Box Details
- Typical Tennis Post and Netting Detail

PS2 DESCRIPTION OF SITE AND ACCESS

Site information and is in Mossel Bay in the Garden Route District of the Western Cape. Access to the site is via existing road networks in an existing developed area.

The above-mentioned only serves as a guideline and prospective Tenderers shall acquaint themselves with the nature of the conditions on site and the Employer will assume no responsibility for the conclusions reached by the Tenderer.

PS3 NATURE OF GROUND AND SUBSOIL CONDITIONS

The Contractor is responsible to obtain and supply all material that must comply with the minimum requirements for the specified material, as well as to spoil sites and sources of material on site that may be required by the contractor. No payment will be made for the above and payment will be deemed to be included in the rates for the relevant items.

PS4 SCOPE OF CONTRACT

The work to be carried out under this contract is specified in PS1 above.

PS5 CONSTRUCTION PROGRAMME & METHODS

The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated per location / site / hardcourt identified or the time extended by the Client in writing.

The Contractor shall take into account all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour in compiling a construction programme. The contractor shall ensure that all services are maintained during the construction process, and this shall be taken into account when the construction programme is compiled.

This programme shall be in the form of a bar chart or other time/activity form acceptable to the Client. The programme shall clearly show the anticipated quantities, values, labour and plant resources required for works to be performed each month. The initial programme is to be submitted in accordance with the stipulations of Clause 5.3.2 of the contract data applicable to the General Conditions of Contract GCC2015

If the programme has to be revised by reason of the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the works within the time for completion. Any proposal to increase the tempo of the work must be accompanied by positive steps to increase production by either providing more labour and plant on site or using the available labour and plant in a more efficient manner.

Failure on the part of the contractor to submit or to work according to the programme or revised programmes shall be sufficient reason for the Client to take steps as specified in General Conditions of Tender.

The acceptance by the Client of any programme shall have no contractual significance other than that the Client is satisfied that if the work is carried out according to such programme the contract requirements and deadlines would be met. It shall not limit the right of the Client to instruct the contractor to vary the programme should circumstances make this necessary. The contractor is also referred to clause PS 8 and clause PS 11 when drawing up his programme.

PS6 SITE FACILITIES AVAILABLE

PS6.1 SOURCE OF WATER SUPPLY AND SEWERAGE CONNECTION

The Contractor shall make his own arrangements with the relevant authorities and pay all costs involved in the provision of temporary water and sewerage connections. Where no such municipal services can be provided, the Contractor shall make arrangements for water to be brought in by tanker and for Chemical Toilets to be provided.

PS6.2 SOURCE OF POWER SUPPLY

The Contractor must make all his own arrangements with the relevant authorities and pay all costs involved in the provision of any temporary electrical connection.

PS6.3 LOCATION OF CAMP SITE

The location of the Contractor's camp including the material storage areas must be in accordance with the EMP and will be subject to the Client's approval. The camp must be properly fenced with a ready fencing or other material as approved by the Engineer. The Contractor must allow for this temporary fencing under the item "Establishment of Facilities on the Site" in the Bill of Quantities.

PS6.4 HOUSING FOR CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. No housing for labourers will be permitted on site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this will be granted.

PS7 SITE FACILITIES REQUIRED

PS7.2 Facilities for the Engineer

No housing or site office is required for the Engineer. Facilities required for use by the Engineer's site staff are scheduled in the Bill of Quantities in terms of SANS 1200 AB and are described in the Project Specifications.

PS7.4 Site instruction book

Site instruction will be communicated via electronic mail (e-mail).

PS8 FEATURES REQUIRING SPECIAL ATTENTION

PS8.1 Dealing with Water

The Contractor is responsible for the control of storm water from adjoining areas, the site and groundwater. No additional payment will be made, and it will be deemed to be included in the rates of the relevant items.

PS8.2 Survey Beacons

Benchmarks will only be determine once the specific site / location has been identified. The Contractor's attention is drawn to clause 5.1.2 of SANS 1200 A.

PS8.3 Safety Regulations

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act (Act 85 of

1993)". Specifications regarding the Occupational Health and Safety Act are listed in the Particular Specification PA: Health and Safety in Part F of this document.

PS8.4 Security

The Contractor shall take every precaution to ensure safety and to protect the Works and temporary works from theft and vandalism. The Contractor will 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 area (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 provide adequate security and strict control of access to the campsite on a 24-hour basis including weekends and public holidays. The campsite area shall be adequately fenced with security fencing and security lights placed at strategic points. Notices to indicate that unauthorised persons may not enter the campsite area shall be erected at prominent locations as agreed with the Engineer.

All costs in connection with the provision of security shall be allowed for by the Contractor in his tendered rates for establishment on site.

PS8.5 MINIMAL DISTURBANCE TO ENVIRONMENT

PS8.5.1 General

The site and surroundings are to be kept clean from building rubble, waste etc. throughout the duration of the contract. Roads used for transporting material shall be kept clean, and dirt free on a daily basis. No separate payment will be made for this and it will be deemed to be included in the rate for the relevant items.

PS8.5.2 Pollution

The Contractor shall at all times during the contract period take reasonable precautions to avoid pollution, noise or any other nuisance. In this regard the Contractor shall abide by any decision of the Engineer.

- (a) Pollution: The Contractor shall abide by the relevant regulations of the Local Authority.
- (b) Dust: It is imperative that the Contractor shall ensure that dust pollution is kept to an absolute minimum. To achieve this, he shall if necessary, cease loading, off-loading or moving of dust generating materials during windy periods unless the materials are adequately wetted to control the dust to within acceptable limits.

The Contractor will be required to keep all stockpiles, disturbed areas and the road formation adequately watered to control the nuisance caused by windblown sand and dust.

- (c) Mud/Debris: The Contractor shall take all necessary precautions to control and eradicate any mud/debris nuisance in adjacent roads which may arise due to his operations on site, delivery of materials or disposal of spoil.

PS8.5.3 Access to properties

The contractor shall organize the work and transport of construction plant in such a manner as to cause the least possible inconvenience to the community and occupants of all properties in proximity to or affected by the work included in this contract.

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

PS8.5.4 Site maintenance

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

PS8.5.5 Testing and quality control

The contractor shall engage the services of an approved independent testing laboratory for the testing of materials and the quality testing of layer works, to ensure that his work conforms to the specifications.

No separate payment will be made for such testing by an approved laboratory, the costs of which will be deemed to be included in the contractor's tendered rates for the various items of work requiring testing in accordance with the specifications. The client may issue instructions for random checking of any questionable results and should they prove any non-compliance to specifications these testing will be for the contractor's expense.

Provision will be made in the Bill of Quantities for any such testing ordered by the engineer.

PS8.6 Protection of Services

PS8.6.1 Existing Services

"Existing Service" shall include any service which has been temporarily taken out of service to allow for the execution of the works or which has been taken out of service as a result of an event which necessitated the execution of the works. Note that all work involving existing services must ensure the least possible downtime.

PS8.6.2 Condition of Existing Services

The Contractor acknowledges that he has inspected and examined all known existing services and all existing services subsequently discovered, as contemplated in Clause PS 8.6.1 and is satisfied that all such services were in an acceptable and serviceable state at the commencement of the works, alternatively, upon discovery thereof as contemplated in Clause PS 8.6.1.

In the event of a dispute as to the acceptability and/or serviceability of an existing service at the

commencement of the works or upon the discovery of such service, the Contractor shall bear the onus of proving that the service in question was not in an acceptable and/or serviceable state at the commencement of the works.

PS8.6.3 Maintenance and Protection of Existing Services

During the course of the works, all existing services including watermains, sewers and stormwater, electricity transmission and telephone lines, cables, poles and conduits whether in service or not shall be protected, supported and maintained to the satisfaction of the service authority or department concerned and the Engineer. The Contractor shall bear all costs in this regard in respect of the services shown on the Contract Drawings.

Where on account of location or level, existing services have to be permanently altered to accommodate the proposed service; the Client will pay all charges in connection therewith.

Where a number of underground cables are crossed over a distance of 0,5m, they shall be regarded as a single crossing.

Hydrants under pressure, watermain valve covers and manholes shall be kept unobstructed and accessible at all times.

PS8.6.4 Accommodation of Traffic and Pedestrians

The Contractor shall provide and properly maintain all barricades, warning signs, notices, lightning, fencing, etc. necessary for safety and traffic control of the Works under this Contract.

The Contractor shall be responsible for the safety of all works on the Site. The Contract must allow for all costs related to traffic and safety under the relevant payment items.

PS9 EXTENSION OF TIME ARISING FROM ABNORMAL CLIMATIC CONDITIONS

The Contractor shall keep daily rainfall records and submit them to the Engineer at every site meeting. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the appropriate items.

Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive any extension of time. The value of "n" for this Contract shall be based on the loss of 22 working days per annum due to inclement weather.

Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days as mentioned above.

When considering extension of time for abnormal climatic conditions, the effect of the loss of 22 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.

For portions of less than one year the appropriate number of days of normal inclement weather will

be determined on a pro-rata basis based on the following table:

Month	Average Monthly Rainfall (mm)	Average Days per month with more than 10 mm/day Rainfall
January	30	1.5
February	33	1.7
March	41	2.1
April	38	1.9
May	38	1.9
June	33	1.7
July	33	1.7
August	36	1.8
September	41	2.1
October	38	1.9
November	36	1.8
December	30	1.5
TOTAL	427	21.6

Should the Contractor wish to submit a claim for extension of time for the completion of the Works due to the Works being delayed by reason of exceptionally inclement weather he shall do so in writing and with the following details:

1. The times work was stopped and recommenced.
2. A motivation for the reason's construction could not continue, with reference to the agreed construction programme activities.
3. A report on active resources on site at the time of the disruption, which shall be certified by the Clients Clerk of Works.
4. The circumstances surrounding any instruction by a third party to stop work due to inclement weather (i.e. Industrial Council/Safety Officers, etc).

The Contractor shall submit to the Client claims for all time lost due to inclement weather within 21 working days of the claim day, duly certified by the Engineer's Representative or Clerk of Works, as the case may be. Any intension to claim for time lost must be communicated to the client within 3 days of said day.

A record of inclement weather will be kept and recorded at site meetings on a regular basis. Only when all parts of the contract have been handed over will claims, if any, be considered for exceptionally inclement weather. The onus is on the Contractor to prove these claims.

The delays granted, in terms of this Clause, shall not automatically result in an overall extension of time being granted for completion of the Works unless the effect is clearly applicable to the critical path of the agreed construction programme activities and affects weather sensitive work.

The Contractor is to note that no claim for an extension of the contract time with relevant preliminary and general costs for consequential delays as a result of inclement weather will be entertained.

PS10 CERTIFICATES OF PAYMENT

The statement to be submitted by the Contractor in terms of clause 6 of the general conditions of contract shall be prepared in accordance with the standard claim certificate prescribed by the Engineer. All costs resulting from the preparation and submission of the statements shall be borne by the contractor.

PS11 CONSTRUCTION IN LIMITED AREAS

Work space for certain widening activities may be limited. The method of construction in these restricted areas will depend largely on the contractor's plant. However, the contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used to achieve these cross-sections and dimensions, and that the rates and prices tendered shall be deemed to include full compensation for any difficulty encountered while working in limited areas and narrow widths, and that no extra payment will be made, nor will any claim for payment due to these difficulties be considered.

PS12 SPOIL MATERIAL

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled at a site to be provided by the contractor. Such site shall meet with the approval of the local authority within whose area it falls, and the spoiling shall comply with all the statutory and municipal regulations.

PS13 DRAWINGS

Any information in the possession of the contractor which is necessary for the Engineer to complete his "record" drawings must be submitted to the Engineer before a certificate of completion will be issued. Only figured dimensions shall be used and drawings shall not be scaled unless so instructed

by the engineer. The Engineer will supply any figured dimensions which may have been omitted from the drawings.

Refer to **ANNEXURE A** for the tender drawings

PS14 SAFETY OF TRENCHES

The Contractor will be responsible to maintain and to keep all excavated faces in a safe condition to protect the Works and workers to prevent delays caused by slope failure.

No trenches shall be left open during the Contractor's holiday during December and January and long weekends. All trenches which have been excavated but which have not been finally backfilled and compacted at the commencement of the said holiday period shall be temporarily backfilled and compacted to a standard which shall:

- a) Prevent damage occurring to the trenches or any other part of the Works;
- b) Prevent damage to or physical loss to property of any persons; and
- c) Eliminate the risk of injury to any person.

PS15 SAMPLES

The contractor shall at his own cost, supply all samples that may be required. Material or work not conforming to the approved samples shall be rejected. The Engineer reserves to himself the right to submit samples to any tests to ensure that the material represented by the sample conforms to the requirements of the specifications.

PS16 MANUFACTURER'S INSTRUCTIONS

The recommendations of the manufacturers of patented materials must be strictly adhered to regarding the use, mixing, application, fastening, etc. thereof except when otherwise instructed in writing by the Engineer.

PS17 PROPRIETARY MATERIALS

Where proprietary materials are specified it is to indicate the quality or type of materials or articles required, and where the terms "or other approved" or "or approved equivalent" are used in connection with proprietary materials or articles, it is to be understood that the approval shall be at the sole discretion of the Engineer. Approval for the use of such material shall be obtained timeously from the Engineer and no claim for delays due to late approval will be entertained.

PS18 NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS

The contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.

Notices, signs and barricades as well as advertisements may be used only upon approval by the Engineer, and the contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer shall have the right to have any sign, notice or advertisement moved to another

position or to have it removed from the site of the works, should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

Such notices, signs and barricades shall be provided and erected at the contractor's own expense.

The standard name board of MOSSEL BAY Municipality will be provided by the engineer, the cost of which shall be included in the rates tendered for items A 8.3.2.1 section 1200 A of the schedule of quantities.

PS19 SETTING OUT OF WORK

Reference and level beacons will be shown to the Contractor by the Engineer at the commencement of the Contract and the Contractor will be responsible for transferring the datum to the Works.

The Contractor shall check the condition and accuracy of all reference and level beacons and satisfy himself that they have not been disturbed and are true with regard to position and level. A beacon that has been disturbed shall not be used until its true position and level have been re-established and the new values have been certified by the Engineer. The Contractor shall thereafter be held entirely responsible for the protection of all reference and level beacons.

The Contractor shall employ a capable surveyor to set out the Works to the required lines and levels. The Engineer shall be informed immediately should any discrepancy be discovered between the levels or dimensions obtained by the Contractor and those shown on the drawings.

Where a beacon is likely to be disturbed during construction operations, the Contractor shall establish suitable reference beacons at locations where they will not be disturbed during construction. No beacons shall be covered over, disturbed or destroyed before accurate reference beacons have been established and details of the positions and levels of such beacons have been submitted to the Engineer. The Contractor's reference beacons shall be of at least the same accuracy and sturdiness of construction as the existing beacons. The Contractor shall submit the method of setting out he proposes to employ to the Engineer. Accurate control of line and level shall be provided by the Contractor at all stages of construction.

Work set out by the Contractor may be checked by the Engineer and any errors found shall be rectified by the Contractor at his own expense. The Contractor shall supply any instrument, equipment, material and labour required by the Engineer for this survey work. Any assistance, including checking given to the Contractor by the Engineer or any setting out done by the Engineer for the Contractor shall not be held as relieving the Contractor of his responsibility for the accurate construction of the Works.

The Contractor's survey instruments and survey equipment shall be suitable for the accurate setting out of the Works and shall be subject to the approval of the Engineer. They shall furthermore be checked and correctly adjusted by the authorized agents before the commencement of the contract and subsequently when required by the Engineer and when otherwise necessary.

When required the Contractor shall, at his own expense, provide one labourer to assist the Engineer. The Engineer shall have the sole right of approving of such a labourer.

Survey work shall not be measured and paid for directly and compensation for the work involved in setting out shall be deemed to be covered by the rates tendered and paid for the various items of work included under the contract.

PS20 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work which conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the contractor, and the contractor shall, at his own

expense, institute a quality-control system and provide experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment, to ensure adequate supervision and positive control of the works at all times.

The costs of all supervision and process control, including testing thus carried out by the contractor shall be deemed to be included in the rates tendered for the related items of work.

The contractor's attention is drawn to the provisions of the various standardized specifications regarding the minimum frequency of testing that will be required for process control. The contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion of every part of the work and submission thereof to the engineer for examination, the contractor shall furnish the engineer with the results of all relevant tests, measurements and levels to indicate compliance with the specifications. All materials testing for submission as proof of compliance with specifications is to be done by a commercial laboratory to the approval of the Engineer.

PS21 TRANSPORT OF MATERIAL

All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these project specifications. No overhaul will be paid for separately.

PS22 EMPLOYMENT OF PREVIOUSLY DISADVANTAGED LOCAL LABOUR

It is the intention that the project, of which this contract is a part, should make the maximum possible use of local labour which is at present unemployed.

To this end it will be expected of the contractor to limit the use of non-local labour to key supervisory personnel only and to employ and train local labour on this contract.

PS23 LIAISON WITH AUTHORITIES

The contractor shall liaise with MOSSEL BAY Municipality and/or Telkom regarding the following matters:

- (a) Dealing with traffic.
- (b) Locating of existing underground services.
- (c) Protection of existing services during construction.
- (d) Excavation to expose Telkom and other LT electrical cables, backfilling after the cables have been moved, and excavating and backfilling new trenches.

It is then the contractor's onus to contact all these authorities and to accommodate their involvement in his programme of work. The contractor should also advise the authorities at least 48 hours before the actual work commences. Compensation for delays, losses or accidents will not be considered should the contractor at any time have failed to keep the relevant Authorities and the Engineer informed.

The Engineer must immediately be notified, should the contractor experience any problem regarding work which involves the Authorities.

Part C3.2: PROJECT SPECIFICATIONS

Amendments to the standard specifications are included in this Part C3.2: Project 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.

PS A: GENERAL
PS AB: ENGINEER'S OFFICE
PS C: SITE CLEARANCE
PS D: EARTHWORKS
PS ME: SUBBASE
PS MF: BASE

PSA: SANS 1200 A: GENERAL

PSA 5: CONSTRUCTION

PS A 5.9: Site Meetings

The Contractor or its authorised agent will be required to attend regular site meetings, which shall normally be held once a month on dates and at times determined by the Engineer, but in any case, whenever reasonably required by the Engineer. Unless otherwise indicated in the Contract or instructed by the Engineer, such meetings shall be held at the Contractor's offices on the Site. At such monthly meetings, matters such as general progress on the Works, quality of work, problems, claims, payments, safety and liaison with CLO regarding programming of Works and other related matters etc. shall be discussed, but not matters are concerning the day-to-day running of the Contract.

Technical Meetings are to be held monthly, two weeks from the Site Meetings. At such monthly meetings, matters of a technical nature are to be discussed.

PSA 8: MEASUREMENT AND PAYMENT

PSA 8.1: Measurement

Add the following subclause:

PS A 8.7: Daywork

"Daywork will be paid according to the percentage allowance method for items not included in a Schedule of Daywork rates. In this case, for calculating the total remuneration the General Conditions of Contract for the Construction of Work, third edition (2015) shall apply, with the amendments as in the appropriate special conditions of contract, which are bound into this document. A daywork schedule will be provided for filling in the necessary information. A working day will consist of 8 hours per day only."

PS A 8.8.2: Accommodation of traffic (Incl. pedestrian safety) Unit: Sum

Add the following to Clause A 8.8.2:

The rate shall cover all costs in respect of the supplying, erection, moving, re-erection and maintenance of all temporary barricades, road signs, lights, flagmen, etc. that are required for the protection and safe guarding of the works (all as per the S.A. Road Traffic Signs manual) road note 13, for the construction, gravelling and maintenance

of access roads and detours to the site of the works and stockpile sites, as well as for the later removal or the cleaning and tidying up thereof, for making the necessary traffic arrangements and arrangements with regard to the moving and/or re-erection of existing traffic signs, as well as all other costs to accommodate the traffic during construction.

PS A 8.9: Compliance with the Health & Safety Plan..... Unit: Sum

The lump sum provided shall include all costs involved to adhere to the Occupational Health and Safety Specifications as described in Part F of this document.

PS A 8.10: Compliance with the Environmental Management plan as set out in the contract document.....Unit: Sum

The lump sum provided shall include all costs involved to adhere to the Environmental Management Specifications as described in Part C of this document.

PS A 8.11: Provision of 1 No. cell phone Unit: PC Sum

The tendered rate shall include full compensation for the supply and maintenance of approved mobile telephone units, as well as administration costs and connection fees for use by the Engineer. The cost of monthly calls shall not exceed R600.00. The Contractor must supply and maintain a photocopy machine in his office for the use by the Engineer for the duration of the contract.

PSAB: SANS 1200 AB: ENGINEER'S OFFICE

PSAB 3: MATERIAL

PS AB 3.1: Nameboards

Substitute "South African Institution of Civil Engineers" in the first paragraph of Clause AB 3.1 with "MOSSEL BAY Municipality".

One Nameboard must be erected on site, situated as specified by the Engineer. The board will be as specified on the standard detail of the MOSSEL BAY Municipality, in English.

PSAB 5: CONSTRUCTION

PS AB 5.1: Nameboards

Add the following to Clause AB 5.1:

The nameboard shall be erected within a month of the commencement date of the contract and shall be placed at the position indicated by the Engineer. Any damage to the board shall be repaired within fourteen days of a written instruction issued by the Engineer. No payment shall be made in terms of the contract prior to the erection of the nameboard.

The Contractor will be permitted to erect one of his own nameboard, in a position approved by the Engineer. The Engineer reserves the right to order the removal of the board if it is not kept in good repair.

PSAB 5.6: Survey Equipment

The Contractor shall provide the following tested and approved survey equipment on site for the duration of the contract and for the use of the Engineer whenever needed:

- a) one automatic level plus tripod;
- c) one level staff, graduated metrically; and
- d) one 5 m and one 100 m tape measure.

The above-mentioned equipment may by arrangement be shared between the Contractor and the Engineer's representative.

The Contractor shall provide proof, at the start of the contract, that the tachometer and level have recently been serviced by an acceptable institution.

The Contractor shall keep the equipment continuously insured against any loss, damage or breakage, and he shall indemnify the Engineer and the Employer against any claims in this regard.

The Contractor shall maintain the equipment in good working order and keep it clean throughout the contract period.

PSC: SANS 1200 C: SITE CLEARANCE

PSC3: MATERIAL

PSC 3.1: Disposal of material

Substitute the first sentence of C 3.1 with the following:

Material obtained from clearing and grubbing, demolition of any works shall be disposed of off-site at a spoil site to be identified and procured by the Contractor. Materials qualifying for disposal on site will be spoiled where indicated by the Engineer. All transport costs shall be included in the rates tendered for site clearance.

PSC 5: CONSTRUCTION

PSC 5.1: Areas to be cleared and grubbed

Substitute the first sentence of C 5.1 with the following:

Only areas as directed by the Engineer shall be cleared and grubbed where necessary. The Contractor may proceed with clearing and grubbing after handing over of the site only in areas as approved by the Engineer. Measurement and payment for clearing and grubbing shall only occur for areas as required in writing by the Engineer.

Substitute the last paragraph with the following:

The Contractor shall program his work in such a way that re-clearing will not be necessary. The cost of re-clearing shall be borne by the Contractor.

Part C3.3: ENVIRONMENTAL SPECIFICATIONS

CONTENTS

C1001 SCOPE

C1002 ENVIRONMENTAL MANAGEMENT PLAN

C1003 REHABILITATION

C1004 EMERGENCY

C1006 ENVIRONMENTAL AUDITING AND PENALTIES

C1007 MEASUREMENT AND PAYMENT

C1001 SCOPE

The following Environmental Management Plan (EMP) is intended to assist the appointed Contractors to fulfil the environmental requirements of the project. The objective of the EMP is to ensure that the potential impacts upon the environment are minimised during the construction process itself, and that upon completion of each section of work the area is left in a clean and sustainable condition.

Overall the environmental impacts of the project are considered to be low as long as the listed procedures are followed. These are given in the EMP.

The Contractor is advised that there are cost implications to the EMP and these must be factored into the tendered price.

C1002 ENVIRONMENTAL MANAGEMENT PLAN

C2.1 Objectives

The prime objective of the EMP is to minimise or avoid significant environmental impacts, through detailed planning of each step in the construction process, and careful execution of identified mitigation measures during construction.

The second objective is to have a plan in place to rehabilitate areas that have been impacted upon and, thirdly,

To have a plan in place for emergency situations that arises and is detrimental to the environment e.g. fuel or bitumen spills.

The Contractor will be responsible for the day-to-day implementation of the EMP. During the course

of construction regular compliance audits will be undertaken. This environmental auditing will be conducted by qualified environmental practitioners.

C2.2 Environmental Control Officer (ECO)

An ECO be appointed by the Project Team, and shall advise the Engineer on environmental matters. The ECO shall be required to see and comment on or sign off all method statements dealing with sensitive environments (such as are listed in this EMP) prior to work being undertaken.

An ECO will oversee the environmental aspects of the construction phase of the project in consultation with the Engineer and Contractor.

The ECO will attend the monthly site meetings and report back to the meeting with regards compliance of the Contractor to the environmental specifications.

The ECO will not issue site instructions directly to the Contractor. All instructions to the Contractor will be issued via the Engineer. Similarly, any queries that the Contractor may have can be directed to the ECO via the Engineer.

C2.3 Environmental Awareness Programme

The Engineer will implement an Environmental Awareness Programme for the Contractor, his staff, sub-contractors and all people working on the project. The initial session will be immediately prior to construction commencing.

C2.4 Method Statements

The Contractor shall submit written method statements for activities that are identified by the Engineer, together with the ECO, as being potentially harmful to the environment, or for work that is to be undertaken in areas identified as being environmentally sensitive.

Such activities include but shall not be limited to:

- erection of construction camps and fuel stores
- dewatering of excavations and treatment of effluent water from operational sites
- stream diversion during construction
- pumping
- working with cement
- special controls, supervision and expertise of operators during guniting activities
- working footprint and removal and storage of top material and riparian vegetation
- removal of existing structures in the river
- treatment of spoil
- source and collection of materials for gabion baskets
- rehabilitation of channel
- rehabilitation of riparian vegetation
- rehabilitation of natural fynbos vegetation along the pipeline route

- fire-fighting system / equipment and emergency procedures to be followed in the event of a fire

The Method Statement shall cover applicable details with regard to:

- construction procedures,
- timing and location of activities,
- materials and equipment to be used,
- getting the equipment to and from site,
- how the equipment/ material will be moved while on site,
- how and where material will be stored,
- the containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,
- compliance/ non-compliance with the Specifications, and
- Any other information deemed necessary by the Engineer.

Method statements shall be submitted at least 10 days prior to commencing work on the activity to give the Engineer and ECO time to study the method statement and consult with contractor and specialists and to obtain written approval of the method statements. The Contractor shall not commence on that activity until such time as the method statement has been agreed to in writing by the ECO and Engineer. This will be done within this 10 day period.

Any changes required to the method statements once construction has commenced must be agreed upon in writing with the Engineer and ECO before being instituted.

C2.5 Working Areas

The scope of the work, as defined in the tender documentation, limits the working areas to the nature reserve. Regardless of the extent of the work, the following applies to all of these areas:

- All work areas adjacent to natural or sensitive environments shall be designated with temporary fencing, where necessary to demarcate the disturbance footprint or extent of encroachment into natural areas allowed
- All materials must be stockpiled or stored in a designated area (at each site) avoiding sensitive areas such as river banks, wetlands, undisturbed veld etc.
- No materials must be left on site once work is completed neither may they be dumped at any other place on site.
- Litter bins and containers for waste materials must be provided by the Contractor at each site. Bins should be weatherproof and scavenger proof.
- All waste must be placed in the bins and containers. No waste may be left lying on the site.
- The Contractor shall designate restricted areas for eating, in consultation with the ECO, and shall supply adequate refuse bins that are baboon-proof.

- Visible anti-litter signs must be displayed around the waste collection points and all employees must be encouraged to observe site rules pertaining to solid waste management practices. A concerted effort should be made to collect and dispose of materials suitable for recycling, separately from the other solid waste.
- No burning or burial of waste is permitted.
- Any soils contaminated by the contractor must be removed or rehabilitated. If a significant amount of soil has to be removed fresh soil must be imported and the site rehabilitated by grading and planting vegetation.
- All waste must be removed to an authorised landfill site, or taken to a facility for recycling.
- Any excess road building and other materials must either be:
 - (i) Taken to an approved site for stockpiling and future re-use,
 - (ii) Used for localised rehabilitation, or
 - (iii) Removed from site by the contractor for disposal.
- The contractor shall provide waste bins for solid waste collection and storage. Such bins should be placed at designated areas within the site. The refuse collected from the site must be removed for landfill disposal at least once a week.
- Vehicles may not park in the road reserve except with the prior permission of the engineer as stated in Clause B1502.
- Every care should be taken to avoid damaging vegetation or land when vehicles are in use.
- No cleaning of cement or concrete from trucks, spades, hoses, or even from boots shall be permitted, except in a designated area within the construction camp. Under no circumstances shall excess concrete in mixer trucks be dumped within the site.
- Fuel tanks, pumps, and all equipment using oil, diesel, etc. must have drip trays. The drip trays must have sufficient capacity to contain liquids that will spill in the case of failure of the tanks, etc. The waste liquids taken from the trays must be disposed of at a landfill which permits disposing of liquid wastes.
- Only emergency repairs to vehicles and equipment may take place on site. Where emergency repairs take place it is the responsibility of the contractor to report such activity to the Engineer and to ensure that all waste (e.g. spare parts and oils) are removed from site as soon as possible. All other repairs must take place at a yard off-site, where facilities are suitable and waste facilities are appropriate.
- Whenever practical prior to emergency repairs taking place, a tarpaulin should be laid down and carefully removed after the activity, to protect the environment from contamination.
- No natural vegetation may be gathered, removed or destroyed in the course of the project,

except where agreed to by the landowner or as part of the construction process.

- No hunting is permitted.
- Fires are prohibited.
- Erosion control measures must be implemented if the need arises.
- Pollution of water courses by any means must be avoided.
- No defacement of any natural or other features will be allowed; this includes markings for road works, unless markings are restricted to the road surface.
- Dust suppression measures should be implemented if and when required.
- Chemical toilets must be provided at all sites and must be within walking distance of the workers. A minimum of one toilet per 15 workers shall be provided. They must be serviced weekly in order to be kept clean and hygienic. The toilets must be placed in a sheltered place and should be locked after working hours if they are outside a camp area.
- All waste from toilets must be disposed of at a permitted landfill or waste treatment works.

C2.6 Clearing and stockpiling of top material

Prior to any activities within the demarcated work areas, top material shall be removed to a depth of 300 mm or deeper if specified by the Engineer in consultation with the ECO, and stockpiled in a designated area for use in rehabilitation of the site post construction. Top material refers to all soil, organic and rocky (boulder) material comprising the substratum.

Where necessary, tall vegetation shall first be removed through brush cutting and chipping of larger shrub material; this shall be added to the top material stockpiles as mulch.

Top material removed from alien-infested areas shall be spoiled and not used for rehabilitation, except with the approval of the landowner

Stockpiles shall be recorded on a site plan along with the precise areas from which the material was collected, and an indication of its condition (wetland, upland etc).

Stockpiles shall be a maximum of 1.5 m in height

C2.7 On-site Workers Camp

C2.7.1 Site Camp

The campsite selection should be carried out in consultation with the landowner or relevant authority. The site must be selected with due regard to the environment. Due care should be taken to avoid areas where sensitive vegetation and habitats occur.

When the site selection process has been completed, the contractor will define the boundaries of

the site and erect a fence with a controlled access around it if practical. All activities associated with the camp must be restricted to the demarcated area.

It is the responsibility of the contractor to ensure the safety of all personnel within the boundaries of the site. The contractor should have an on-site contingency plan detailing measures to be observed in the case of a health, safety or environmental emergency.

The contractor should ensure that the employees have a clear understanding of safety regulations and procedures.

C2.7.2 Water, wastewater, and storm water

Site occupants must have access to safe drinking water.

If water is stored on site a clear distinction should be made between drinking water and multi-purpose water storage facilities.

All water used on site must be taken from a legal source and comply with recognised standards for potable and other uses.

If water is taken from rivers or streams the contractor must ensure that the taking and use thereof complies with the National Water Act and the Regulations of the Act.

Wastewater that is contaminated with soaps, detergents, cementitious material and other undesirable materials, such as grease and oils, should be collected in conservancy tanks and disposed of safely in a wastewater treatment facility.

It is illegal to discharge water into a public stream if the quality does not conform to required health or water quality standards.

In all camps storm water must be managed to prevent erosion.

Run-off will be diverted to control ponds so that silt may settle and any pollutants are trapped.

Subsequently, any pollutants must be treated, or removed and disposed of at a permitted landfill site or recycling facility.

All materials should be protected from the rain to prevent them being washed into storm water channels.

C2.7.3 Ablution Facilities

The contractor shall provide proper and adequate sanitary facilities for all the site employees.

These facilities shall be maintained in good and working condition at all times. Odours emanating from these facilities should be controlled within acceptable levels.

Provision must be made for washing of clothes as washing in rivers and water bodies is strictly forbidden.

C2.7.4 Fires and Cooking Facilities

Fires will not be allowed.

The contractor must supply cooking facilities that are suitable for the environment and are not liable to cause the outbreak of fires.

Fire fighting equipment must be supplied by the Contractor at suitable locations.

C2.8 Stream diversion and dewatering of works

All construction within streams shall take place in dry conditions, to prevent siltation of the downstream environment or change in water chemistry as a result of cementitious fines.

Diversion of stream water around the site shall be addressed in a method statement and may include the use of inter alia, sandbags, pipes and pumps.

If used, sandbags shall be filled with silt- and weed-free coarse sand. This material shall not be collected from the surrounding riverine ecosystems.

Contaminated seepage water entering the works area during construction shall be collected and removed to a suitable area. High pH cementitious water shall not be released into areas of fynbos, whilst silty water may be discharged to approve areas. The Contractor shall ensure that discharged water is spread widely over the receiving environment such that vegetation is not damaged and that return flows entering streams or wetlands is clean.

C2.9 Water quality standards

The standards given below are essential to protect the receiving stream from degradation. Failure to comply with these standards shall be sufficient to warrant a penalty in terms of Clause C1005(ii) of these specifications:

pH - shall be between 4.5 and 7 units

Dissolved oxygen - shall be at least 80% saturation

Temperature - shall never exceed 25 °C

Conductivity - shall not increase by more than 15% of that measured upstream of the works. The conductivity of any water, waste water or effluent seeping or draining from any areas shall not exceed 25 mS m⁻¹ (determined at 25 °C).

Suspended solids - shall not exceed 10 mg l⁻¹ except during flood conditions

C2.10 Settlement ponds

The Contractor shall construct, operate and maintain settlement ponds, as required, for the collection of contaminated water from the works. The settlement pond system shall be constructed to allow some to be cleaned whilst others are in use. Water complying with the standards in Clause C2.9 may be discharged either into the veld or into the stream, after discussion with the ECO.

C2.11 Water sampling and testing

Water in the settlement ponds and in the receiving environment will be routinely tested by the ECO and if the chemical constituents are too high the Engineer shall not permit water to be released from the ponds.

The ECO will also collect river water samples / take *in situ* measurements to check compliance with these specifications.

C2.7 Plant and Equipment Storage Facility

C2.7.1 Plant

At the end of the shift all plant should be driven or transported back to the campsite for proper and safe overnight storage.

Plant and equipment must not be driven into the veld unless prior agreement is made with the landowner.

If plant is moved into the veld for temporary storage then care must be taken to minimise damage to the vegetation.

The contractor should ensure that equipment left elsewhere is stored in a manner that will not impact negatively upon the environment.

The plant should be regularly inspected for fuel and oil leaks that may be harmful to the environment, and/or aquatic life if washed into a stream or river.

C2.7.2 Hazardous Materials

Hazardous materials should be stored under lock and key in designated areas with properly displayed and visible warning signs.

All storage of hazardous materials must comply with legislation and regulations

C1003 REHABILITATION

Upon completion of each section of work the site must be cleared of all equipment, waste and any rehabilitation work must be undertaken. This may include local grading of soils and re-vegetation

where sites have been disturbed.

Immediately after the demolition of the campsite, the contractor shall restore the site to its original state, paying particular attention to its appearance relative to the general landscape.

The Contractors procedure for rehabilitation shall be approved by the ECO and Engineer. This shall include but not be limited to:

- Earthworks to reinstate the physical characteristics of the site. Here attention to the natural vertical and lateral heterogeneity in landform shall guide the reinstatement of natural areas
- Replacement of top material - care shall be taken to ensure that the same material that was removed from each area is replaced there, since this will carry the seed complement appropriate for re-establishment of each plant community type
- Final landscaping by machine, but landscaping by hand may be required in many areas under rehabilitation
- Re-seeding and / or replanting of rehabilitated areas.

The Contractor shall not be permitted to use fertilisers or pesticides.

It is imperative that any potential erosion problems are addressed. This may require subsequent site visits to monitor the efficacy of erosion control measures.

C1004 EMERGENCY PLANS

The onus is on the contractor to assess the potential risks to the environment as a result of the project. For example, accidental spillage of materials may pollute the soil or any water body.

The contractor must draw up a suitable emergency plan to contain such pollution. The emergency plans and procedures must be taught to all the workers on site, so that everyone is prepared to cope with an emergency.

Appropriate equipment must be available to carry out the emergency plans.

C1005 ENVIRONMENTAL AUDITING AND PENALTIES

On a regular basis, a qualified auditor will carry out a site audit to ascertain and verify the contractor's level of compliance with the requirements of the EMP.

Transgression will be treated as a contravention of the contractual agreement.

Deviation from these prescribed requirements will be met with penalties that are intended to enforce compliance.

It is a requirement that the contractor keep concise records of mitigatory measures undertaken at

each site to minimise environmental impacts.

Any emergency situations that impact upon the environment should be recorded by the contractor together with the action that was taken to rehabilitate and remediate the site.

A copy of all completed environmental audits will be given to the contractor and the employer by the Engineer.

Any public complaints regarding the environment must be recorded and discussed with the Engineer to determine an appropriate course of action.

The contractor will be responsible for all costs incurred in the rehabilitation of sites.

The contractor will be responsible for all costs incurred where emergency procedures are implemented to deal with accidents that impact upon the environment.

The contractor will be responsible for ensuring that all procedures required to rehabilitate all sites are implemented.

If third parties are called to the site to perform clean up and rehabilitation procedures, the contractor will be responsible for all costs.

Penalties will be imposed for contravention of the EMP, as follows:

- (i) A fine of R250 per day will be imposed should the contractor fail to remove waste from the site upon completion of each section of work or when given written instructions to do so by the Engineer.
- (ii) A fine of R1000 will be imposed for each incident involving damaging or polluting wetlands, rivers, unspoilt fynbos vegetation and surrounding areas outside of the agreed working footprint, including incidents of illegal vehicular movement over, waste disposal into and storage of materials in such areas.

C10.01 Contractor's obligations in respect of Environmental Management

- (a) Environmental Control Officer (ECO) lump sum
 - (b) Environmental aspects and impacts lump sum
 - (c) Provision of environmental emergency measures prime cost (PC) sum
 - (d) Contractor's charge to allow for handling costs and profit in respect of subitem C10.01(c) percentage (%)
- (i) Payment of the lump sum tendered in subitem C10.01(a) shall include full compensation for all costs resulting from the recruitment, employment of a designated Environmental Control Officer (ECO), the control and management of, the on-site hands-on and in-house

Training for, the provision of transport to and from the training venues for, and the assistance rendered to personnel, staff and equipment engaged in construction and other tasks on the site of Works. The cost of the onsite Training facility if specified is measured and paid for under Section 1400 of the Schedule of Quantities.

The lump sum tendered in subitem C10.01(a) will be payable monthly in instalments in relation to the month under consideration and the total time of the completion of the Works.

- (ii) Payment of the lump sum tendered in subitem C10.01(b) shall include full compensation for complying with the requirements in respect of the environmental management plan as specified.

The lump sum tendered in subitem C10.01(b) will be payable monthly in equal instalments over the full duration of time for completion of the Works.

- (iii) Payment under the PC sum provided in subitem C10.01(c) to cover costs incurred in complying with the requirements in respect of the provision of environmental emergency measures affected in accordance with the provisions of Clause 48 of the General Conditions of Contract.
- (iv) The tendered percentage in subitem C10.01 (d) is the percentage of the amount actually spent under subitem C10.01(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 environmental emergency measures.

IF THERE IS A DISCREPANCY IN PART C OF THIS DOCUMENT AND THE ENVIRONMENTAL MANAGEMENT PLAN BY SAFE WORKING PRACTICE THEN THE LATTER ONE WILL TAKE PRECEDENCE.

Project Health and Safety Specification

In terms of OHS ACT 85 Of 1993 and Construction Regulations 2014

CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS

Mossel Bay Municipality

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1. **Purpose**

- 1.1. **The purpose of this document is to provide health and safety information about specific project risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub- Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.**
- 1.2. Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings and reports):
 - (a) Engineers Drawings
 - (b) Designers Input
 - (c) Tender Documents
- 1.3. Due to potentially dangerous operations being undertaken in construction, there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) has resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.
- 1.4. To ensure this The Project Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.
- 1.5. **Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 85 of 1993 Section 8 (1)**
- 1.6. **Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.**
- 1.7. **Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.**
- 1.8. The Contractor's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.
- 1.9. This document should be used to assist them Contractor towards achieving compliance with the OHS Act.

- 1.10. The Specification will be implemented during construction of the works Project Client / Client Agent has control over.
- 1.11. ***The Project Client is committed to ensure compliance to all the relevant legislation regarding Occupational Health and Safety as well as the prevention of incidents.***
- 1.12. This document must be used as a means of measuring performance of all parties entering into a contract with the project Client or Contractor in Occupational Health and Safety Standards.
- 1.13. The Project Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
- 1.14. This document forms part of the Contract, and Contractors are required to make it part of their Contracts with Sub-Contractors and Suppliers.
- 1.15. ***The successful Contractor will ensure that a Safety Plan complying with all the relevant legal and other requirements as well as this document is compiled and approved by the Client/Client Agent before commencement of Construction.***

1.1 PROJECT DIRECTORY	
Project Client	
Mossel Bay Municipality 101 Marsh Street, Mossel Bay, 6500	Tel: 044 606 5000
Client Agent	
Nico Smit	Tel: 044 606 6261 fjsmit@mosselbay.gov.za

1.2 PROJECT DETAILS

Description of Work

- **CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS**

Expected Project Value

R 0,5 Million

Anticipated Construction Duration

2 Months

Provisional Start Date

May 2022

Provisional Completion Date

April 2025

1.3. EXISTING ENVIRONMENT

- a) Public Access to the site should be strictly controlled and public access must be prevented at all times, all trenches and open holes must be closed with solid barricading to prevent incidents occurring. No members of the public may be allowed to enter construction area to talk to employees. Safety warning signs must be displayed at all barricaded areas.
- b) Stacking and storage should be done at least one meter away from the public road if practicable, and barricaded items must be stacked in such a manner that it does not pose a danger to vehicles or pedestrians passing the area.
- c) Access to and from public roads must be controlled, this includes delivery of materials etc.
- d) All excavation areas should be clearly barricaded, and safety warning signs displayed.
- e) Some work will be conducted next to public roads this will require interaction with vehicles making use of the roadway sufficient barricading as well as flagmen must be available.

f) Hazards particular to this project Baseline Risk Assessment

1.4 BASELINE RISK ASSESSMENT

Significant Risks and Hazards identified by the Client/Designer/Client Agent.

- Public Traffic movement on roads that will be worked next to.
- Pedestrian Movement on sidewalk.
- Use of Construction Plant and Equipment.
- Noise and Dust.
- Fire.
- Hand tools
- Hazardous Substances
- Contact with effluent
- Manual Handling.
- Working close to or on top of existing underground services
- Stacking and storage of materials in work areas.
- Use of correct PPE
- Snakes and other positions insects
- Oil & Diesel spills (Environmental spills)
- Portable Electrical equipment (Grinders and Drills, Generators etc)

NOTE:

Please refer to end of Safety Specification for minimum control measures required to address these risks.

Traffic Management must be controlled as per a Traffic Management plan.

The following materials and substances have, or may have, to be used in the works or is present and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

- Petrol
- Diesel
- Hydraulic Oil
- Cement

The following Project Client safety rules and/or requirements are to be observed:

Safety Rules

- Always wear required PPE when performing work on site
- No risk assessment no work (Risk assessments must be approved by contractor)
- Be sober (no person who is intoxicated will be allowed on site)
- If not sure how to perform a task stop work and ask
- Inspect all tools daily before use
- Ensure all excavations are sloped barricaded and clearly identified.
- All work conducted must be supervised by a competent appointed person

Labour Records

At the end of each week the contractor will provide a written record, in schedule form reflecting the number and description of tradesmen and labourers employed by him and all his sub-contractors on the works each day. The record must also indicate total amount of people on site as well as total hours worked for the week.

Plant Records

At the end of each week the contractor will provide a written record, in schedule form reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

GENERAL PROJECT INFORMATION

The purpose of this section is to provide general health and safety information about construction risks which are applicable to the construction industry as a whole.

The Contractor must take all information in this section into account and ensure that their tenders include adequate resources to deal with the matters detailed below. All relevant risks must be dealt with in compliance with legislation

2. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1. **Scope**

- a) This Section covers the requirements for eliminating and mitigating incidents and within the Contract. The scope addresses minimum legal compliance, hazard and risk management, promotion of a health and safety culture amongst all parties involved in the project and those affected by the activities taking place.
- b) Contractors employed by The Project Client / Project Agent must ensure that the provisions of the specifications are applied both on the site and all off site activities relating to this project.
- c) The Contractor must enforce the provisions of these Specifications amongst all subcontractors and suppliers for the project.

2.2 **Interpretation**

2.2.1 **Application**

- a) The Occupational Health and Safety Specification contains clauses that are applicable to building / construction and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the Act is in addition to the requirements of the Occupational Health and Safety Specification and form part of the Contractor's responsibility. The Client / Client Agent will monitor that the Contractors compliance with the requirements of the OHS Act.

2.2.2 **Definitions**

For the purpose of this Occupational Health and Safety Specification following the definitions, hereunder will apply:

Construction Work (as defined in the *Construction Regulations, 2014*) means any work in connection with—

- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of and, the making of excavation, piling, or any similar civil engineering structure or type of work;

Competent person

Means a person who

- (a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the **National Qualifications Framework Act, 2000 (Act No. 67 of 2000)**, those qualifications and that training must be regarded as the required qualifications and training.
- (b) Is familiar with the Act and with the applicable regulations made under the Act;

Construction Vehicles

Means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

Construction work permit

Means a document issued in terms of regulation 3

Contractor

Means an employer who performs construction work

Excavation work

Means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

Health and safety file

Means a file, or other record containing the information in writing required by these Regulations

Health and Safety Plan

Means a site, activity or project specific document plan in accordance with the client's health and safety specification.

Medical certificate of fitness

Means a certificate contemplated in regulations 7 (8) of the Act

Principal Contractor

Means an employer appointed by the client to perform construction work

Temporary works

Means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work.

The Act

Means the Occupational Health and Safety Act, 1993 (Act no 85 of 1993)

Hazard identification

Means the identification and documenting of existing or expected hazards to health and safety of persons which are normally associated with the type of construction work being executed or to be executed;

Risk assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove or control such hazard.

Site

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor;

The Act

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

Hazard

Means a source of or exposure to danger which may cause injury or damage to persons or property;

Risk

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

2.3 General Health and Safety Provisions

2.3.1 Notification of Intention to Commence Construction Work

- a) A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—
 - i. include excavation work;
 - ii. include working at a height where there is risk of falling;
 - iii. include the demolition of a structure; or
 - iv. include the use of explosives to perform construction work.
- b) A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work.

2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health & Safety on Site

2.3.2.1 Construction Manager Construction regulations 8(1)

- a) A principal contractor must in writing appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.
- b) Where the construction manager has not appointed assistant construction managers as contemplated in Construction Regulation 8(2) or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed under Construction Regulation 8(2).
- c) No construction manager appointed under Construction Regulation 8(1) may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- d) A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

2.3.2.2 Assistant Construction Manager Construction regulations 8(2)

- a) A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation

2.3.2.3 Construction Safety Officer Construction regulations 8(5)

- a) A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.
- b) No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector (SACPCMP) and has necessary competencies and resources to assist the contractor.

2.3.2.4 Construction Supervisor Construction regulations 8(7)

- a) A contractor must, upon having considered the size of the project, in writing appoint one or more **competent** employees for different sections thereof to assist the construction supervisor contemplated in Construction Regulation 8(7) and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.
- b) Where the contractor has not appointed an employee as contemplated in Construction Regulation 8(8), or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the employer to appoint the number of employees indicated by the inspector, and those employees must be regarded as having been appointed under Construction Regulation 8(8).
- c) No construction supervisor appointed under Construction Regulation 8(7) may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated under Construction Regulation 8(7) on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

The Contractor will submit proof of supervisory appointments and any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work

2.3.3 Competency for Contractor's Responsible Persons

- a) The Contractor's responsible persons will be **competent** in health and safety and will have undergone Health and Safety Management Courses e.g. (Legal liability, OHS Act, Construction regulations 2014, Incident investigation etc.)

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

- a) The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent prior to commencing work on site.

2.3.5 Occupational Health and Safety Policy

- a) The Contractor will submit a Health and Safety Policy with the Tender, signed by the Chief Executive Officer.

2.3.6 Health and Safety Organogram

- a) The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety Site Team as required and as related to the relevant appointments by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact number and e-mail address should one be available.

2.3.7 Risk Assessment for construction work

- a) A contractor must, before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site, and must include—
 - i. the identification of the risks and hazards to which persons may be exposed to;
 - ii. an analysis and evaluation of the risks and hazards identified based on a documented method;
 - iii. a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
 - iv. a monitoring plan; and
 - v. a review plan.
- b) A contractor must ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.
- c) A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.
- d) A principal contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences, and thereafter at the times that may be determined in the risk assessment monitoring and review plan of the relevant site.
- e) A contractor must consult with the health and safety committee or, if no health and safety committee exists, with a representative trade union or representative group of employees, on the monitoring and review of the risk assessments of the relevant site.

- f) A contractor must ensure that copies of the risk assessments of the relevant site are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
- g) A contractor must review the relevant risk assessment—
 - i. where changes are effected to the design and or construction that result in a change to the risk profile; or
 - ii. when an incident has occurred.

Baseline Risk Assessment

- A baseline Risk Assessment will be done by the contractor. The Risk Ratings will be analysed and categorised in three groups, low, medium and high risks. Procedures will be drafted to ensure that all high and medium risks can be performed safely. These procedures are included as Safe Operating Procedures and must be issued to all supervision.
- HSE Task / Issue Based risk assessments done on site should be able to extract data (Identified hazards & control measures) from the baseline risk assessment to assist with task specific risk assessments that would enable the site to implement the basic control measures without delay.
- The hierarchy catered for risk reduction will be to eliminate, substitute, engineering, administrative and signage/warning and protective equipment when considering controls to be put in place.
- The baseline Risk Assessment will be reviewed once a year or as soon as conditions change, or an incident occurs on any site.
- The HSE Manager will be responsible to add any procedures to eliminate, mitigate risks that have been identified during the review or investigation process.

Issue Based Risk Assessment

- a) As circumstances and needs arise, separate risk assessment will need to be conducted. An additional risk assessment will need to be conducted when for example:
 - i. A new operation introduced onto site
 - ii. A system for work is changed
 - iii. After an accident or a 'near miss' has occurred

Continuous Risk Assessment

- a) This should take place continually, as it forms an integral part of day-to-day management.
- b) It should be conducted by frontline supervisors on a **DSTI (Daily Safe task instruction)** on site and it is essential that formal training is provided to enable the said personnel to be efficient in conducting said assessment. The Contractor must ensure that the Risk Assessment identifies the hazards present in work activities on site. This must be followed by an evaluation of the risks involved taking into account those precautions already being taken.

2.3.8 Health and Safety Representative(s)

- a) The Contractor will ensure that a Health and Safety Representative(s) are /is elected for every 20 employees on site and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative will carry out regular inspection, keep records and report to the supervisor to take appropriate action. He / She will attend Health and Safety Committee Meetings. The Health and Safety Representative will be part of the team that will investigate incidents, accidents & non-conformances. Competencies will include Safety representative training, HIRA, Legal liability as well as Incident Investigation.

2.3.9 Health and Safety Committee

- a) The Contractor will ensure that monthly health and safety meetings are held, and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person. The Contractor will ensure that the Health and Safety Representative(s) is/are invited to attend the meeting as observer. Copies of the minutes must be made available to the Client/ Client Agent or Inspector.

2.3.10 Inductions

- a) The Contractor will ensure that all employees under his / her control have gone through a formal health and safety induction before being allowed to perform any task on site. The Contractor will keep a copy of the attendance register of all his / her employees who attended the induction. The contractor must ensure that as new employees are brought to site during the project they also undergo inductions before being able to perform any task on site.

2.3.11 Medical certificates of fitness

- a) A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014. This medical certificate must specifically state that the person is fit for duty and must also highlight any medical restrictions identified. The contractor must keep a detailed register in his safety file for all employees with restrictions and document how the restrictions will be managed. Upon completion of the project all local labour employees must undergo an exit medical, permanent employees of the contractor will only be expected to provide their annual medical certificate. Medical records must be kept for a period of 40 years

2.3.12 Awareness

- a) The Contractor will conduct, toolbox talks twice a week and before any hazardous work takes place. The talks will cover the relevant, daily, activity and an attendance register must be kept and signed by all attendees. A record of the content of the topic will be kept on the site health a safety file.

2.3.13 Competency

- a) After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference. Training must be conducted by an SAQA accredited training provider.

2.3.14 General Record Keeping

- a) The contractor will keep and maintain Health and Safety records to demonstrate compliance with the Occupational Health and Safety Specification and the Act. The contractor will ensure that all records of incidents, spot fines, training etc. are kept on site. All documents will be available for inspection by The Project Client / Client Agent or Inspectors.

2.3.15 General Inspection, Monitoring and Reporting

- a) The Contractor will carry out daily inspections and investigate all incidents and report to The Project Client / Client Agent. The contractor will be required to keep records of all inspections and investigations which were undertaken and any other inspections and investigations by person's authorised to do so.

2.3.16 Internal Audits

- a) The contractor's responsible person will conduct monthly Health and Safety Audits to ensure compliance with the OHS Act and Occupational Health and Safety Specification and communicate the findings to the Client Agent on a monthly basis. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.3.17 External Audits

- a) The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Specification and any relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection.
- b) Audits and Inspections may be conducted on an ad hoc basis without informing the Contractor.
- c) Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible persons name, proposed close out date, actual closed out date and a signature of the contractor's responsible person confirming the close out.

2.3.18 Emergency Procedures

- a) The Contractor will submit a detailed Emergency Procedure for approval by The Project Client / Client Agent prior to commencement on site. The procedure will detail the response plan including the following key personnel:
 - i. List of key personnel,
 - ii. Details of emergency services,
 - iii. Actions or steps to be taken in the event of the emergency; and
 - iv. Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.
- b) Emergency procedures will include, but will not be limited to, fire, spills, incidents involving employees, use of hazardous substances, strikes or protest actions etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service

providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.3.19 First Aid Box and First Aid Equipment

- a) The Contractor will appoint in writing a First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training before starting on site, or must be in possession of a valid certificate, of which copies are to be kept on site. The Contractors will provide, on site, First Aid Boxes, adequately stocked at all time, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. In addition, the location of these boxes must be indicated by means of Health and Safety Signage. A picture with the name and contact number of the First Aider on duty must be on displayed in all relevant areas.

2.3.20 Accident / Incident Reporting and Investigation

- a) The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified competent person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or text message via cell phone.

2.3.21 Hazards and Potential Situations Communication

- a) The Contractor will immediately notify other Contractors or Sub-contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.3.22 Personal Protective Equipment (PPE) and Clothing

- a) The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. These will be analysed by means of the Risk Assessment. The contractor must ensure that a PPE survey is conducted to determine the type of PPE that will be needed and indicate which job category will need what PPE. PPE issue records must also be kept for all PPE issued to employees on site, ensure each employee signs for their PPE
- b) The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - i. Lost or Stolen
 - ii. Worn Out or Damaged
 - iii. When and where it must be worn or used

2.3.23 Occupational Health and Safety Signage

- a) The Contractor will provide adequate on site OHS signage. OHS signage will include, but will not be limited to, Construction area, Hard Hat / Helmet Area; Safety Goggles, Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBA; Gloves; Safety Goggles; Safety Harness, etc. The Contractor will be responsible to maintain the quality and replacement of signage.

2.3.24 Consolidated Health and Safety File

- a) The Contractor will in accordance with Construction Regulation 7(1)e, hand a consolidated health and safety file to the client on completion of construction work, this must include records of drawings, designs, entry/exit medicals, incident investigations, non-conformances raised or received, risk assessments as well as significant information regarding the construction of the completed structure.

2.3.25 Permits

- a) The Contractor will issue a permit for all hazardous or dangerous activities to be carried out during construction. The following is a list of hazardous activities which need a permit:
- i. Working in Confined Space;
 - ii. Use of a Hazardous Chemical Substance, e.g. Asbestos, Lead;
 - iii. Use of Explosives and Blasting; and
 - iv. Piling.

2.3.26 Sub-contractors

- a) The Contractor will ensure that all Sub-contractors under his / her control are complying with the Occupational Health and Safety Specification, requirements by the Act, and any relevant legislation which may relate to the activities directly or indirectly. Each sub-contractor must sign a 37(2) agreement as well as some Construction regulations 7(1)(c)(v) contractor appointment before being allowed to perform any work.

2.4 Occupational Safety

2.4.1 Excavations, Shoring, Dewatering or Drainage and Tunnelling

- a) A contractor must -
- i. ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and
 - ii. evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- b) A contractor who performs excavation work –
- (i) must take reasonable 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;
 - (ii) may not require 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 -
 - (a) permission has been given in writing by the appointed competent person contemplated in Construction Regulation 13(1) upon evaluation by him or her of the site conditions; and
 - (b) (bb) 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 is decisive and such a decision must be noted

- in writing and signed by both the competent person contemplated in Construction Regulation 13(1) and the professional engineer or technologist, as the case may be;
- (iii) must take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in a manner that renders it strong enough to support the sides of the excavation in question;
 - (d) must ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it may cause its collapse and consequently endangers the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
 - (e) must ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken to ensure the stability of such building, structure or road and the safety of persons;
 - (f) must cause convenient and safe means of access to be provided to every excavation in which persons are required to work, and such access may not be further than six meters from the point where any worker within the excavation is working;
 - (g) must ascertain, as far as is reasonably practicable, the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of excavation work that may affect any such service, take the steps that are necessary to render the circumstances safe for all persons involved;
 - (h) must ensure that every excavation, including all bracing and shoring, is inspected -
 - i. daily, prior to the commencement of each shift;
 - ii. after every blasting operation;
 - iii. after an unexpected fall of ground;
 - iv. after damage to supports; and
 - v. after rain,by the competent person contemplated in Construction Regulation 13(1), in order to ensure the safety of the excavation and of persons, and those results must be recorded in a register kept on site and made available on request to an inspector, the client, the client's agent, any other contractor or any employee;
 - (i) must cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be -
 - i. adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
 - ii. provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor,or have resort to any other suitable and sufficient precautionary measure where subparagraphs (i) and (ii) are not practicable;
 - (j) must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with by any person entering any excavation;
 - (k) must, where the excavation work involves the use of explosives, appoint a competent person in the use of explosives for excavation, and must ensure that a method

statement is developed by that person in accordance with the applicable explosives legislation; and

- (l) must cause warning signs to be positioned next to an excavation within which or where persons are working or carrying out inspections or tests.
- (m) No person may enter a tunnel, which has a height dimension of less than 800 millimetres.

2.4.2 Temporary Works

- a) A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.
- b) A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose.
- c) A contractor must ensure that -
 - i. all temporary works structures are adequately erected, supported, braced and maintained by a competent person so that they are capable of supporting all anticipated vertical and lateral loads that may be applied to them, and that no loads are imposed onto the structure that the structure is not designed to withstand;
 - ii. all temporary works structures are done with close reference to the structural design drawings, and where any uncertainty exists the structural designer should be consulted;
 - iii. detailed activity specific drawings pertaining to the design of temporary works structures are kept on the site and are available on request to an inspector, other contractors, the client, the client's agent or any employee;
 - iv. all persons required to erect, move or dismantle temporary works structures are provided with adequate training and instruction to perform those operations safely;
 - v. all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;
 - vi. all temporary works structures are inspected by a competent person immediately before, during and after the placement of concrete, after inclement weather or any other imposed load and at least on a daily basis until the temporary works structure has been removed and the results have been recorded in a register and made available on site;
 - vii. no person may cast concrete, until authorization in writing has been given by the competent person contemplated in paragraph (a);
 - viii. if, after erection, any temporary works structure is found to be damaged or weakened to such a degree that its integrity is affected, it is safely removed or reinforced immediately;
 - i. adequate precautionary measures are taken in order to -
 - ii. secure any deck panels against displacement; and
 - iii. prevent any person from slipping on temporary works due to the application of release agents;
 - I. as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;
 - II. upon casting concrete, the temporary works structure is left in place until the concrete has acquired sufficient strength to safely support its own weight and any imposed load, and is not removed until authorization in writing has been given by the competent person contemplated in paragraph (a);

- III. the foundation conditions are suitable to withstand the loads caused by the temporary works structure and any imposed load in accordance with the temporary works design.
- IV. provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;
- V. a temporary works drawing or any other relevant document includes construction sequences and methods statements;
- VI. the temporary works designer has been issued with the latest revision of any relevant structural design drawing;
- VII. a temporary works design and drawing is used only for its intended purpose and for a specific portion of a construction site; and
- VIII. the temporary works drawings are approved by the temporary works designer before the erection of any temporary works.

- d) No contractor may use a temporary works design and drawings for any work other than its intended purpose.

2.4.3 Stacking of Materials

- a) A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that -
- i. a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
 - ii. adequate storage areas are provided;
 - iii. there are demarcated storage areas; and
 - iv. storage areas are kept neat and under control.

2.4.4 Housekeeping and General Safeguarding on Construction Sites

- a) A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including -
- i. the proper storage of materials and equipment;
 - ii. the removal of scrap, waste and debris at appropriate intervals;
 - iii. ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
 - iv. ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
 - v. ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6);
 - vi. ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and
 - vii. ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure

that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.4.5 Hazardous Chemical Substances (HCS)

- a) In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:
- (i) Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's will be available for inspection by the agent at all times.
 - (ii) Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
 - (iii) How the relevant HCS's are being/going to be controlled by referring to:
 - i. Limiting the amount of HCS
 - ii. Limiting the number of employees
 - iii. Limiting the period of exposure
 - iv. Substituting the HCS
 - v. Using engineering controls
 - vi. Using appropriate written work procedures
 - (iv) The correct PPE is being used.
 - (v) HCS are stored and transported according to SABS 072 and 0228.
 - (vi) Training with regards to these regulations was given.
- b) The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).
- c) The First Aider must be made aware of the MSDS and how to treat HCS incidents appropriately.
- d) **All personnel that may get into contact with effluent must be inoculated against all possible medical conditions associated with the contact of effluent. Proof must be available in the safety file.**

2.4.5 Noise Induced Hearing Loss

- a) Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:
- (i) Proof of training with regards to these regulations.

- (ii) That monitoring carried out by an AIA and done according to SABS 083.
- (iii) Medical surveillance programme is established and maintained for the necessary employees.
- (iv) Control of noise by means of:
 - i. Engineering methods considered
 - ii. Admin control considered
 - iii. Personal protective equipment considered/decided on
 - iv. Describe how records are going to be kept for 40 years.

2.4.6 Construction Plant

“Construction Plant” encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.

- a) A contractor must ensure that all construction vehicles and mobile plant -
 - (i) are of an acceptable design and construction;
 - (ii) are maintained in a good working order;
 - (iii) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
 - (iv) are operated by a person who -
 - i. has received appropriate training, is certified competent and in possession of proof of competency and is authorised in writing to operate those construction vehicles and mobile plant;
 - ii. has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014
 - (v) have safe and suitable means of access and egress;
 - (vi) (f) are properly organized and controlled in any work situation by providing adequate signalling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
 - (vii) (g) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
 - (viii) (h) are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
 - (ix) (i) are equipped with an acoustic warning device which can be activated by the operator;
 - (x) (j) are equipped with an automatic acoustic reversing alarm; and
 - (xi) (k) are inspected by the authorised operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.
- b) A contractor must ensure that –
 - (i) no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

- (ii) every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (iii) the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- (iv) every traffic route is, where necessary, indicated by suitable signs;
- (v) all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- (vi) all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- (vii) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (viii) tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- (ix) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- (x) all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.4.7 Pressure Vessels Including Gas Cylinders

- a) The Contractor will comply with Pressure Equipment regulations, including:
 - (i) Providing competency and awareness training to the operators;
 - (ii) Providing PPE or clothing;
 - (iii) Providing and maintain appropriate signage in areas Pressure equipment are
 - (iv) used;
 - (v) Inspect equipment regularly and keep records of inspections;
 - (vi) Providing appropriate firefighting equipment (Fire Extinguishers).

2.4.8 Fire Extinguishers and Fire Fighting Equipment

- a) The Contractor will provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor will keep spare serviced portable fire extinguishers. The Contractor will have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage will be posted; indicating locations of fire extinguishers.

2.4.9 Hired Plant and Machinery

- a) The contractor will ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this Occupational Health and Safety Specification, will apply. Health and Safety Induction is to be conducted with any hire plant or machinery operators and attendance of appropriate toolbox talks ensured. All operators of hired plant or machinery must be in possession of valid operator's certificates and medical certificates of fitness, as per requirement by the OHS Act.

2.4.10 Lifting Machinery and Tackle, Material Hoist and Cranes

- a) A contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects.
- b) A contractor must ensure that the tower of every material hoist is -
 - (i) erected on firm foundations and secured to the structure or braced by steel wire guy ropes, and extends to a distance above the highest landing to allow a clear and unobstructed space of at least 900 millimetres for over travel;
 - (ii) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 millimetres from the ground or floor level; and
 - (iii) provided with a door or gate at least 2100 millimetres in height at each landing, and that door or gate must be kept closed except when the platform is at rest at such a landing.
- c) A contractor must cause -
 - (i) the platform of every material hoist to be designed in a manner that it safely contains the loads being conveyed and that the combined mass of the platform and the load does not exceed the designed lifting capacity of the hoist;
 - (ii) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and
 - (iii) every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when power is not being supplied to the hoisting machinery.
- d) No contractor may require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person may so convey trucks, barrows or material unless those articles are secured or contained in a manner that displacement thereof cannot take place during movement.
- e) A contractor must cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.
- f) A contractor of a material hoist may not require or permit any person to operate a hoist, unless the person is competent in the operation of that hoist.
- g) No contractor may require or permit any person to ride on a material hoist.
- h) A contractor must ensure that every material hoist -
 - (i) is inspected on daily basis by a competent person appointed in writing by the contractor and such competent person must have the experience pertaining to the erection and maintenance of material hoists or similar machinery;
 - (ii) inspection contemplated in paragraph (a), includes the determination of the serviceability of the entire material hoist, including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices;
 - (iii) inspection results are entered and signed in a record book by a competent person, which book must be kept on the premises for that purpose;
 - (iv) is properly maintained and the maintenance records in this regard are kept on site.

- i) A contractor must, in addition to compliance with the Driven Machinery Regulations, 1988 ensure that where tower cranes are used -
 - (i) they are designed and erected under the supervision of a competent person;
 - (ii) a relevant risk assessment and method statement are developed and applied;
 - (iii) the effects of wind forces on the crane are taken into consideration and that a wind speed device is fitted that provides the operator with an audible warning when the wind speed exceeds the design engineer's specification;
 - (iv) the bases for the tower cranes and tracks for rail-mounted tower cranes are firm, level and secured;
 - (v) the tower crane operators are competent to carry out the work safely; and
 - (vi) the tower crane operators have a medical certificate of fitness to work in such an environment, issued by an occupational health practitioner in the form of Annexure 3 of Construction Regulation 2014.

2.4.11 Bulk Mixing Plant

- a) A contractor must ensure that the operation of a bulk mixing plant is supervised by a competent person who has been appointed in writing and is -
 - (i) aware of all the dangers involved in the operation thereof; and
 - (ii) conversant with the precautionary measures to be taken in the interest of health and safety.
- b) No person supervising or operating a bulk mixing plant may authorize any other person to operate the plant, unless that person is competent to operate a bulk mixing plant.
- c) A contractor must ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.
- d) A contractor must ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are -
 - (i) placed in an easily accessible position; and
 - (ii) constructed in a manner to prevent accidental starting.
- e) A contractor must ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.
- f) No person may remove or modify any guard or safety equipment relating to a bulk mixing plant, unless authorized to do so by the appointed person contemplated in Construction Regulation 20(1)
- g) A contractor must ensure that all precautionary measures stipulated for confined spaces as determined in the General Safety Regulations, 2003, are complied with when entering any silo.
- h) A contractor must ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

2.4.12 General Machinery

- a) The Contractor will comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.4.13 Portable Electrical Tools / Explosive Power Tools

- a) A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that -
- (i) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
 - (ii) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
 - (iii) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
 - (iv) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
 - (v) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.4.14 Public Health and Safety

- a) The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage will be posted at all times. No visitor will be allowed to on site without permission of the Construction Supervisor or his/her Assistant. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person. Should site offices be erected at the place of work the Contractor will ensure that the site is fenced on all sides with a minimum requirement of 1600 mm Diamond mesh, galvanised fence, this fence must have a gate fitted to ensure security and stop unwanted entrance to site. The gate must be closed at all times and access must be controlled.
- b) Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person.

2.4.15 Night Work

- a) The Contractor will not undertake any night work without prior arrangement and a written permit from The Project Client / Client Agent. The Contractor will ensure that adequate lighting is provided for all night work and failure to do so will result in work being stopped.

2.4.16 Facilities for Safekeeping and Eating Area (Mess Room) for workers

- a) There will be a temporary structure to serve as a mess room or eating area.

2.4.18 Fall Protection where applicable (Should excavations be deeper than 1,5 meters)

- a) A contractor must -
 - (i) designate a competent person to be responsible for the preparation of a fall protection plan;
 - (ii) ensure that the fall protection plan contemplated in paragraph (a) is implemented, amended where and when necessary and maintained as required; and
 - (iii) take steps to ensure continued adherence to the fall protection plan.
- b) A fall protection plan contemplated in Construction Regulation 10(1), must include -
 - (i) a risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location;
 - (ii) the processes for the evaluation of the employees' medical fitness necessary to work at a fall risk position and the records thereof;
 - (iii) a programme for the training of employees working from a fall risk position and the records thereof;
 - (iv) the procedure addressing the inspection, testing and maintenance of all fall protection equipment; and
 - (v) a rescue plan detailing the necessary procedure, personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- c) A contractor must ensure that a construction manager appointed under regulation 8(1) is in possession of the most recently updated version of the fall protection plan.
- d) A contractor must ensure that -
 - (i) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;
 - (ii) no person is required to work in a fall risk position, unless such work is performed safely as contemplated in Construction Regulation 10(2);
 - (iii) fall prevention and fall arrest equipment are -
 - i. approved as suitable and of sufficient strength for the purpose for which they are being used, having regard to the work being carried out and the load, including any person, they are intended to bear; and
 - ii. (ii) securely attached to a structure or plant, and the structure or plant and the means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who could fall; and
 - (iv) fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
- e) Where roof work is being performed on a construction site, the contractor must ensure that, in addition to the requirements set out in Construction Regulation 10 (2) and (4), it is indicated in the fall protection plan that -
 - (i) the roof work has been properly planned;
 - (ii) the roof erectors are competent to carry out the work;
 - (iii) no employee is permitted to work on roofs during inclement weather conditions or if any conditions are hazardous to the health and safety of the employee;
 - (iv) all covers to openings and fragile material are of sufficient strength to withstand any imposed loads;

- (v) suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and
- (vi) suitable and sufficient guard-rails, barriers and toe-boards or other similar means of protection prevent, as far as is reasonably practicable, the fall of any person, material or equipment.

2.4.19 Structures

- a) A contractor must ensure that -
 - (i) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
 - (ii) no structure or part of a structure is loaded in a manner which would render it unsafe; and
 - (iii) all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other contractors, the client and the client's agent or employee.
- b) An owner of a structure must ensure that -
 - (i) inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
 - (ii) that the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
 - (iii) the structure is maintained in such a manner that it remains safe for continued use;
 - (iv) the records of inspections and maintenance are kept and made available on request to an inspector.

2.4.20 Water Environments

- a) A contractor must ensure that where construction work is done over or in close proximity to water, provision is made for -
 - (i) preventing persons from falling into water; and
 - (ii) the rescuing of persons in danger of drowning.
- b) A contractor must ensure that where a person is exposed to the risk of drowning by falling into the water, the person is provided with and wears a lifejacket.

2.4.21 Excavations

The contractor will ensure the following guidelines are adhered to when performing excavations on a construction site;

- a. *Excavation work will only be carried out following the submission and approval of a specific Method Statement and Risk Assessment*
- b. At all stages of the excavation, a competent person shall supervise the work and the workers given clear instructions and training on working safely in the excavation.
- c. The sides of the excavation shall be prevented from collapsing either by digging them at a safe angle* or by shoring them up with e.g. timber, sheeting or a proprietary support system.
- d. Materials shall not be stored at the top of the excavation to prevent falling.

- e. Workers involved with the excavation should wear the appropriate PPE in addition to mandatory requirements.
- f. All excavations shall be protected by a barrier
- g. Normal vehicle traffic shall be kept away as far as possible from the excavation work. Road vehicle speed controls shall be reviewed, particularly over rough terrain.
- h. Warning signs and barriers shall be in place
- i. Excavation work shall not take place unless a prior examination has taken place to determine whether the area has a presence of buried services
- j. The contractor shall provide safe access and egress to and from the excavation and take account of emergency access/egress requirements.
- k. Signage shall be provided at all times alerting the presence of excavation activity.
- l. Inspections of the excavation shall take place:
- m. Following any event likely to affect the strength and stability of the excavation
- n. Before work at the start of every shift
- o. After an accidental fall of any material

2.5 Occupational Health

- a) Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. The occupational hazards and risks may enter the body in three ways:
 - (i) Inhalation e.g. cement dust;
 - (ii) Ingestion through swallowing;
 - (iii) Absorption through the skin (pores) e.g. painting or use of thinners.
- b) All contractors are to ensure that where employees are exposed to airborne contaminants, pre-employment medicals should be conducted to ensure fitness to work under such conditions.
- c) All contractors will be responsible for the full cost of medical treatment that his staff may require; the contractor is therefore required to ensure that all his personnel are medically fit.
- d) All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees is not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.
- e) All health hazards identified must also be addressed and control measures identified in the contractors site risk assessment.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR CONSTRUCTION

ANNEXURE A

Notification of Intention to Commence Construction / Building work	To be completed and logged with the Department of Labour	Before commencement on site
Assignment of Responsible Person	All relevant appointments as per OHS Act	Before commencement on site

to Manage Building Work		
Assignment of Responsible Person to Supervise Building Work	All relevant appointments as per OHS Act	Before commencement on site
Medical Certificates of Fitness for all personnel on site	As per specifications and OHS Act	Before commencement on site
Competency for Responsible Persons	As per specifications and OHS Act	Before commencement on site
Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site and during construction period
Occupational Health and Safety Policy	Contractor's Responsibility	At tender stage
Health and Safety Organogram.	Contractor's Responsibility	Before commencement on site
Health & Safety Representative	Section 17 OHS Act	Submit as soon as there are more than 20 employees on site

Assignment of Contractor's Responsible Persons

ANNEXURE B

The contractor will make the following appointments where applicable and ensure that CV's and competency certificates are attached to the relevant appointments* but are not limited to:

16.2 (Competent Person for OHS) - OHS 16(2)*
Construction Manager CR 8(1)*
Assistant Construction Manager CR 8(2)*
Construction Safety Officer - CR 8(5)*
Construction Work Supervisor - CR 8(7)*
Construction Work Assistant Supervisor - CR 8(8)*
Risk Assessor - CR 9(1)
Excavation Supervisor - CR 13(1)
Bulk Mixing Plant Supervisor - CR 20(1)
Construction Vehicle & Mobile Plant Operator - CR23(1)(d)*
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Emergency Coordinator - ER 9
H&S Committee Chairperson - OHS 19 (<i>where applicable</i>)
First Aider/s - GSR 3 (Compulsory)
Hazardous Chemical Substance Supervisor - HCS Regulations
Health and Safety Representative - OHS 17(1) (<i>where applicable</i>)
Incident / Accident Investigator - GAR 9(2)
Hand tool Inspector OHS Act section 8(i)
Ladder Inspector - GSR 13 A
Portable Electrical Equipment inspector EMR 10(4)
Competent Person to act as PPE inspector GSR 2
Responsible Person for Machinery - GMR 2(1)

OTHER Occupational Health and Safety Specification REQUIREMENTS

ANNEXURE C

The contractor will comply and not be limited to the following requirements:

What	When	Output	Reference information
Awareness training Toolbox talks	Once a week and before hazardous work is carried out	Attendance Register	
DSTI	Daily before work starts	Signed document	Daily risk assessment and task planning
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) Covering: a) Health and Safety Representative Checklist	
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits	Incident reporting and investigation for The Project Client / Client Agent & Contractor form
General Inspections	As per Occupational Health and Safety Specification and OHS Act	Report on Occupational Health and Safety Specification and OHS Act compliance: a) Scaffolding b) Lifting Machinery c) Excavations	
General Inspections	Monthly	Covering: a) Firefighting Equipment b) First Aid boxes c) Portable Electrical Equipment d) Ladders e) Vehicle & plant inspections	
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register	
Permits	Before commencement with certain activities	As stipulated by the Occupational Health and Safety Specification and the OHS Act / Construction Regulations	

ANNEXURE D

Safety File Index

COMPANY LOGO FILE INDEX		Form No. TBA
		Rev. 0
		Page No. 183 of 3
Item	Description	
1.	OHS Act section 37.2 Agreement & CR 5(1)(k) Principal Contractor Appointment	
2.	EHS Plan <u>(Approved by Client as well as contractor responsible person)</u>	
3.	Contractor Policies <u>(As well as proof of communication to employees)</u>	
4.	Scope of Work & Letter of award of contract	
5.	Contractor Public Liability Insurance Cover <u>(Proof of cover and policy number)</u>	
6.	Notification of Construction Work to Department of Labour (Copy) Stamped by DOL	
7.	Client SHE Specifications <u>(Proof of communication to Construction Manager & Supervision)</u>	
8.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)	
9.	Organisation Structure <u>(Must indicate legal appointment reference, contact number as well as e-mail address where applicable)</u>	
10.	Induction <u>(Copy of training material and proof of training)</u>	
11.	Risk Assessments <u>(Approved risk assessment by contractor and Agent as well as proof of communication to all employees)</u>	
12.	Baseline risk assessment	
13.	Area Emergency Plan site specific <u>(Proof of communication to employees)</u>	
14.	All Safe work procedures relevant to tasks that will be performed tasks identified as high-risk activities during risk assessment process	
15.	Appointments Letters <u>(Copy of legal appointments and competency/CV/Certificates)</u>	
16.	Site Specific Audits and Internal Audits/Inspection Arrangements <u>(Client as well as internal)</u>	
17.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>	
18.	Workers Welfare Facilities & Waste Management <u>(Plot plan and inspections)</u>	
19.	Toolbox Talks <u>(Topics and proof of communication)</u>	

20.	Site EHS Meetings Arrangements
21.	Equipment/Tools Inspections Checklist/Registers
22.	Medical Surveillance Certificates as well as Annexure 3
23.	Copy of the Act & WCL2 Forms
24.	MSDS'S of all chemicals that will be used on site (16 Point MSDS as required by law) <u>Proof of first aid requirements communicated with first aider</u>

Part C3.5: EPWP SPECIFICATIONS

PART D: LABOUR SPECIFICATIONS

This part of the Project Specifications contains comprehensive additional specifications for matters not covered by and work which is not carried out in terms of the Standard Specifications.

The number of each clause and each payment item in this part of the Project Specification is prefixed with a D to differentiate these clauses and items as additional works.

The following additional works are covered under this part of the Project Specifications:

SECTION D20300: LABOUR AND TRAINING REQUIREMENTS

CONTENTS

D20301 SCOPE

D20302 DEFINITIONS

D20303 ENGAGEMENT OF LOCAL LABOUR

D20304 TERMS AND CONDITIONS FOR EMPLOYMENT OF TEMPORARY WORKERS

D20305 CONTRACTUAL REQUIREMENTS

D20306 LIAISON OFFICER

D20307 TRAINING REQUIREMENTS

D20308 FORMAL TRAINING

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) 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.

Prior to the award of the Contract, the Employer shall, at his own cost, take all necessary actions to advertise within the local communities of the fact that the Contract will provide temporary employment opportunities and preference will be given to the use of the Local Labour on this Contract. Labourers and workers of the local community required by the Contractor shall be recruited/chosen from a Labour Register. Labourers and workers of the Local community who are engaged by other employers in paid positions of employment shall not be eligible for inclusion in the Labour Register.

(a) Employment of Local Labourers

Upon the award of the Contract the Contractor shall without delay consult with the Local

Communities, the Engineer and the Employer, and appoint a Liaison Officer, if so instructed, who is mutually acceptable to all parties. The Liaison Officer shall negotiate with the Contractor and the Local Community and compile the required list of available Local Labourers called the Labour Register.

The Contractor shall select and appoint temporary contract workers required for work included in the Contract from the available Local Labourers listed in the Labour Register with due observance of the skills required for the work in question.

It is the Mossel Bay Municipality objective to maximise local unemployed labour. The number of temporarily employment opportunities will be determined before each site handover. Local labour employed through EPWP methods are remunerated at R180,00 per task or working day.

(b) Selection of Local Labourers

The Contractor shall advise the Engineer in writing of the various categories of Local Labourers required for construction and the number of Local Labourers required in each category, together with the personal attributes which he considers desirable that each category of Local Labourers shall possess, taking due cognizance of the provisions of the Contract relating to Training.

The Contractor shall make his selection of Local Labourers from the applicants in the Labour Register, taking due cognizance of his requirements for the workforce and the provisions of the Contract in regard to the provision of Training to the workforce and in accordance with the following principles:

- (i) No potential Local Labourer shall be precluded from being employed by the Contractor on the execution of the Works by virtue of his lack of skill in any suitable operation forming part of the Works unless:
 - All available vacancies have been or can be filled by labourers who already possess suitable skills; or
 - The completion period allowed in the Contract, or the remaining portion of the Contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;
- (ii) Preference shall be given to the long-term unemployed and single heads of households;
- (iii) The Contractor shall, in so far as is reasonably practicable, accommodate the applicants' expressed preferences regarding the types of work for which they are selected;
- (iv) The selection process shall make provision for, but shall not be limited to, the inclusion in the Labour Register of disabled Local Labourers who are deemed capable to perform selected tasks, youths who are older than sixteen but not older than twenty-six years and women.

After making his selection, the Contractor shall advise the Engineer thereof in writing, and the Engineer has the right to call a meeting with the Local Community for the purpose of ratifying the Contractor's selection. The Contractor shall attend such meeting and where reasonably required, shall motivate his selection. Should the Engineer or the Local Community make reasonable objection to the selection of any particular applicant by the Contractor, the Contractor shall not employ such applicant and shall select another suitable applicant acceptable to the Engineer and the Local Community as a replacement of the rejected applicant, in order to finalize the composition of the workforce.

The provisions of clause D20304 shall apply in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time for the execution and completion of the Works.

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.

The Contractor shall conduct his own negotiations regarding wages and salaries, conditions of employment, working conditions, transport arrangements, disciplinary procedures, dispute resolution procedures and other matters relating to the employment of temporary workers. The Contractor shall supply the Engineer, where instructed, written details of the terms and conditions applicable to the employment and remuneration of temporary workers.

(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 favourable 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 wilful or grossly negligent act or omission which constitutes a threat to person or property;
- Any other reason with which the Engineer 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 Engineer on demand and at all reasonable times, copies of all such statements and any other records as the Engineer may request, for the purposes of validating the accuracy of payments made to temporary workers.

(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

The Labour content (LC) of the Contract shall be determined according to the formula:

N

$LC = \sum_{1}^N \text{Value of wages and allowances of labourers}$

1

The total Rand value of the Labour content, expressed as a percentage of the total Contract Price / Award Value of the Contract, exclusive of VAT and allowances for contingencies and escalation, shall be defined as the Labour Content Percentage.

Tenderers shall provide details of the magnitude and composition of their proposed Labour workforce for the contract by completing and submitting the Schedule of Labour Content in T2.2: Returnable Schedules with their tenders. Details of all hourly paid labour personnel offered by the Contractor as permanent staff, acquired/hired and subcontractor's labour employed on the Contract shall be given.

(c) Targeted Labour

The South African National Standard Specification SANS 1914-4: 2002 Targeted Construction Procurement: Part 4: Participation of Targeted Enterprises and Targeted Labour (Local Resources) and SANS 1914-5: 2002 Targeted Construction Procurement: Part 5: Participation of Targeted Labour makes provision defining targeted labour, weightings for different subcategories, for factors and additional requirements to be specified to suit a particular contract.

The Contractor shall engage targeted labour directly in the performance of the contract to the

extent such that the monetary value of such engagements, expressed as a percentage of the net amount of the Contract Price / Award Value of the contract, is not less than the Contract Participation Goal provided for in the Contract. Details for Targeted Labour and the minimum Contract Participation Goals set by the Employer for the Contract are set out in C3.3: Procurement of the Scope of Work.

(d) Records and reporting

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide the Engineer 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 Engineer.

The Contractor's Labour Content performance will be measured monthly in order to monitor the extent to which he is striving to reach the specific minimum target value set for the Contract Participation Goal (CPG) provided in the Contract. 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 Engineer 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 Engineer.

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 Engineer with independently audited documentary evidence of the total amount actually paid to the workforce and the number of workers days generated during the contract.

D20306 LIAISON OFFICER

(a) Appointment

The Contractor shall if instructed to do so appoint a Liaison Officer after consultation with the Local Community, the Engineer and the Employer. The Liaison Officer shall be appointed as a member of the Contractor's management personnel and the Contractor's normal employment conditions shall be applicable to the appointment. The Contractor shall disclose his normal employment conditions to the Engineer when called upon to do so.

(b) Duties of the Liaison Officer

The Liaison Officer shall:

- (i) be available on Site daily between the hours agreed on by the Contractor, the Employer and the Engineer from time to time;
- (ii) Determine, in consultation with the Contractor, the needs of the temporary Labourers for relevant skills Training. He is responsible for the identification of suitable trainees and shall attend one of each of the training sessions;
- (iii) Communicate with the Contractor and the Engineer to determine the labour requirements with regard to the numbers and skills;
- (iv) Assist in maintaining good labour relations, and when applicable partake in Labourer grievance and dispute procedures;
- (v) Assist in and facilitate the recruitment of suitable temporary labour and the establishment of the Labour Register;
- (vi) attend all meetings in which the Local Community and/or Labourers are present or are required to be represented;
- (vii) Assist in the identification, and screening of Labourers from the Local Community in accordance with the Contractor's requirements;
- (viii) inform temporary Labourers of their conditions of temporary employment, and inform temporary Labourers as early as possible when their period of employment will be terminated;
- (ix) attend disciplinary proceedings to ensure that hearings are fair and reasonable;
- (x) keep a daily written record of his interviews and community liaison activities;
- (xi) carry out specific tasks ordered by the Engineer;
- (xii) perform such other duties as required and agreed upon between all parties concerned.

(c) Remuneration

The remuneration of the Liaison Officer shall be determined jointly by the Contractor, the Engineer and the Employer. A Prime Cost Sum is provided in the Schedule of Quantities to cover the remuneration of the Liaison Officer.

The Liaison Officer shall only be employed and paid for the period in which the duties of a Liaison Officer are required as agreed on by the Engineer and the Contractor.

(d) Transport of Liaison Officer(s)

The Contractor shall provide transport for the Liaison Officer as agreed upon by the Employer, the Engineer and the Contractor.

A Prime Cost Sum is provided in the Schedule of Quantities to cover the provision of transport for the Liaison Officer.

Where training is specified in the Contract, the Contractor shall implement a formal training programme in which the various skills required for the execution and completion of the works are imparted to the workers, and where applicable, subcontractors engaged therein, in a programmed and progressive manner. Workers shall be trained progressively throughout the duration of the contract in the various stages of a particular type of work.

All Training shall take place during normal working hours and the Contractor shall make adequate allowance in his programme of work to accommodate the training to be provided in terms of the Contract and shall ensure that the workers are available at the appropriate times to undergo such Training.

The Contractor shall submit with his tender full details of the formal training which he intends to implement on the Contract. Details of the proposed Training shall be provided on Schedule of Proposed Training in T2.2: Returnable Schedules and shall include the following:

- i) The name of the training institution and course programme.
- ii) Each type of training and course content synopsis.
- iii) The manner in which the training is to be delivered.

The cost of the Training in accordance with the Contractor's Schedule of Proposed Training programme shall not exceed the sums provided for Training in the relevant pay items in the Bill / Schedule of Quantities.

The Contractor's Training schedule shall be subject to the approval of the Engineer, and the Contractor shall, if so instructed by the Engineer, alter or amend the Training schedule and its contents to suit changing conditions on the Site and changes in the Contractor's programme of work.

(a) Training of Local and other Labourers

Depending on the requirements of the Contract the Training shall make provision for on-site hands-on Training, courses presented in-house by the Contractor, and selected courses presented by institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer.

Each Labourer shall receive basic instruction and on-site hands-on training for the category of work required to be executed by him/her.

An approved number of Local Labourers chosen by the Contractor in conjunction with the Engineer shall attend in-house courses conducted by trainers in the employ of the Contractor in accordance with the approved Training programme to satisfy the need for trained Labourers on the Site.

Where formal training is specified in the Contract, Local Labourers with the required aptitude shall be nominated by the Contractor, and subject to the approval of the Engineer, shall attend approved formal training courses presented by accredited institutions and considered essential for the execution of the Works.

For this purpose the Contractor shall submit a selection of courses from known training institutions accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour and the Employer from which the Engineer will choose the courses to be attended by the nominated and approval Local Labourers.

(b) Training for Emerging Contractors

The Contractor shall closely monitor the performance of the principals of Emerging Contractors in the execution of their subcontracts and shall identify those who, in his opinion, display the potential to benefit from formal Training provided for in the Contract, and when required by the Engineer, the Contractor shall make recommendations in this regard. The final list of candidates will be decided on between the Contractor and the Engineer.

Where required, Emerging Contractors engaged by the Contractor shall receive training and guidance according to an approved formal training programme which comprises both management skills and business development skills.

Details of the proposed Training of Emerging Contractors shall be submitted in the Schedule of Proposed Training in T2.2: Returnable Schedules.

If so directed, the Contractor shall alter or amend the formal training programme and its contents to suit changing conditions on Site and changes in the Contractor's programme of work.

(c) Labourers remunerated during training

All Local and other Labourers employed by the Contractor, shall be remunerated in respect of the time spent undergoing formal training. Payment for Labourers in respect of training periods during which no productive work is executed, shall be reimbursed to the Contractor as provided for in Pay subitem D203.04(a) in the Bill / Schedule of Quantities.

(d) Non-compliance

If at any stage the Engineer notifies the Employer in writing that the Contractor is not complying with the requirements of the Contract in respect of the training to be provided to Local and other Labourers and to the Emerging Contractors, then the Employer is entitled to appoint competent firms or persons to conduct the specified training at the Contractor's expense and the amounts paid to such firms or persons will be deducted from the Contractor's payment..

The Contractor shall be obliged to make Local and other Labourers and other employees available for Training when so required by the Engineer.

D20308 FORMAL TRAINING

(a) General

The formal skills training programme to be implemented by the Contractor shall comply with the following minimum standards:

- (a) Be accredited by the Construction, Education and Training Authority (CETA) or other institution recognized by the Department of Labour, as being appropriate for this project.
- (b) Be delivered by suitably qualified and experienced trainers accredited to do so.

The Contractor shall be responsible for the provision of everything necessary for the delivery of the skills training programme, including the following:

- (a) Sufficient skilled, competent and accredited trainers to deliver the training programme to all workers in accordance with the training programme;
- (b) A suitably furnished venue (if required);
- (c) Transport of the workers (as necessary);
- (d) Tools, equipment and teaching aids;
- (e) Stationery and all other necessary materials.

All members of the workforce will initially receive training in the module: Road works: processing subbase followed by training in the various work activity modules depending on the activities for which they will be employed. Each worker employed must be given the opportunity of completing at least one of the work activity modules during the initial training period, with further training being given on merit.

The Contractor shall keep comprehensive records of the training given to each worker as well as the nature and number of work tasks executed by the worker and whenever required shall provide copies of such records to the Engineer.

The Contractor shall, in so far as it is reasonable and practical taking due and cognizance of the nature of the works to be executed at any given time, use trained workers on those aspects of the works for which they have been trained.

(b) Accredited training and attendance

Only qualified trainers employed by training agencies that are accredited by the Construction, Education and Training Authority (CETA), or other institution recognized by the Department of Labour shall deliver all training. Accredited training refers to both the trainers as well as to the training material. Certificates affirming the successful participation in the various courses shall be presented

to each attendant.

The Contractor shall facilitate in the delivery of training, by instructing and motivating the hired local labour, supervisors and subcontractors regarding attendance and participation.

All training shall take place within normal working hours, or as agreed with the trainees.

(c) Supervisors

Attention shall be given to the formal and informal training of supervisors.

Candidates having the potential to become supervisors shall be selected from amongst the workforce and be given additional formal and informal training as outlined above. This selection will take place only once the initial skills' training has been completed and workers have been given sufficient opportunity to prove their worth.

(d) Training records and certificates

The Contractor shall keep comprehensive records of the formal training given to each Labourer and principal of the Emerging Contractor and whenever required, shall provide copies of such records to the Engineer. At the successful completion of each course each participant shall be issued with a certificate indicating the course contents as proof of attendance and completion.

(e) Labour / Training Agent

If specified in the Contract, the Contractor shall appoint a Labour / Training Agent, subject to the written approval of the Engineer. The Labour / Training Agent shall be on the Site at all times when Local and other Labourers are executing work allotted to them. The Labour / Training Agent shall report in writing to the Engineer on a daily basis on the work executed by the Local and other Labourers in the employ of the Contractor, the quality of the work, the progress, and all other information that the Engineer may require. The Labour / Training Agent shall also be responsible for those aspects of training which are assigned to him in the Contract.

(f) Training centre

If so specified in the Contract, a suitable onsite Training centre shall be provided by the Contractor to the satisfaction of the Engineer. The Training centre shall comply with the specifications for site offices as specified in the Specifications. Measurement and payment of the Training centre and the required equipment shall be as specified in the Project Specifications.

Pro Formas included

C3.5.1 Poverty Alleviation & Job Creation report

C4 SITE INFORMATION

The site is indicated by locality plan on the drawings within the Municipal Boundaries of the Mossel Bay Municipality

Access to the site is via existing paved and gravel roads

The above-mentioned only serves as a guideline and prospective Tenderers shall acquaint themselves with the nature of the conditions on site and the Employer will assume no responsibility for the conclusions reached by the Tenderer.

NATURE OF GROUND AND SUBSOIL CONDITIONS

The Contractor is responsible to obtain and supply all material that must comply with the minimum requirements for the specified material, as well as to spoil sites and sources of material on site that may be required by the contractor. No payment will be made for the above and payment will be deemed to be included in the rates for the relevant items.

ANNEXURE A – TENDER DRAWINGS

MOSSEL BAY MUNICIPALITY
COMMUNITY SERVICES

CONTRACT NO: TDR325/2021/2022
CONSTRUCTION AND REFURBISHMENT OF HARDCOURTS

