

MNQUMA LOCAL MUNICIPALITY

BID NUMBER: MNQ/SCM/51/24-25

TENDER DOCUMENT

REFURBISHMENT OF MSOBOMVU HALL

(JBCC EDITION 6.2)

VOLUME 1

A Tender for Category 5GB or Higher CIDB Registered Contractors

PREPARED BY:	ISSUED BY:
Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960	Mnquma Local Municipality Corner King & Mthatha Street Butterworth 4960
For Technical Contact Details	For SCM Contact Details
Contact Person: M. Njozela Telephone: 047 050 1279	Contact Person: Ms Y. Vava Telephone: 047 050 1156

Registered Name of Tenderer:			
TRADING NAME OF TENDERER:			
Registration No. of Entity:			
Contact Person:		E-mail Address:	
Telephone No.:			
Mobile No.:		CIDB CRS Number(s)	
Fax No:		:	

THE TENDER

Part T1: Tendering procedures

T1.1 : TENDER NOTICE AND INVITATION TO TENDER

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MNQUMA LOCAL MUNICIPALITY)

BID NUMBER: MNQ/SCM/51/24-25

CLOSING DATE: 03/12/2024

CLOSING TIME: 12H00.

DESCRIPTION: REFURBISHMENT OF MSOBOMVU HALL

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Mnquma Local Municipality

.....
Cnr King & Mthatha street, Butterworth, 4960
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....
Box 36, Butterworth, 4960
.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open between 08H00-16H00 Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC 2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT
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NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)



ADVERT FOR NOTICE BOARD

Mnquma Local Municipality hereby invites experienced contractors for the implementation of the following projects:

PROJECT DESCRIPTION					
BID NO.	Description	Tender & Site Compulsory Briefing	Closing Date	Evaluation Criteria	CIDB Grading
MNQ/SCM/51/24-25	Refurbishment of Msobomvu Hall	Date: 06/11/2024 Time: 10:00	Date: 03/12/2024 Time: 12:00	80/20	5GB or Higher

Tender compulsory briefings for all the above projects will be held at foyer Mnquma Local Municipality, corner King and Mthatha street Butterworth, 4960.

	Name	Cell No.	E-mail address
For Technical Enquiries	Mr. M Njozela (Manager building and Housing)	(047) 050 1279/ 067 022 6170	mnjozela@mnquma.gov.za
For SCM Enquiries	Ms. Y. Vava (Acting Manager: SCM)	(047) 050 1156/ 071 698 6085	yvava@mnquma.gov.za

Evaluation Criteria: The evaluation will be conducted in two (02) stages namely:

Stage 1: Administrative compliance

Bidders that do not meet the **administrative compliance** (Compliance with mandatory and other bid requirements) will not be eligible for further evaluation and will be deemed as non-responsive.

Stage 2: Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022

Price = 80 points and Specific goals = 20 points

The specific goals allocated in terms of this tender	Specific goals points 20 points	Proof Required to score points
An EME or QSE which is at least 51% owned by black	20	Fully completed and signed MBD 6.1; and full Central Suppliers Data Base report (CSD) not older than one month

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

REQUIRED DOCUMENTS:

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to **disqualification**:

Proof of Company Experience: Bidder has successfully completed five (5) building construction projects

CONDITIONS OF ACCEPTANCE:

- The municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders must 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.

Completion certificates with appointment letters in relation to the required services for building construction projects must be attached as a proof

NB: Key Staff personnel must be working for the bidding company

- **Site Agent/Project Manager:** Academic Qualification: National Diploma in building or construction management and must have 05 years' post-graduation experience in building construction projects.
- **Occupational Health and Safety Officer:** National Diploma in safety management or equivalent qualification; and must have a minimum of 03 years' experience in building projects.

Bidders must submit detailed CVs with original certified (not older than 06 months) copies of the required professional qualifications. If the required certified copies of professional qualifications are not attached to the CVs, will lead to disqualification (Copy of a certified copy will not be considered).

• **Construction Equipment and Tools**

- Tipper truck
- Crane truck
- Bakkie

Construction Equipment: Company must attach certificate of registration for (Tipper truck, Crane truck, Bakkie) or submit signed Letter of intent to lease with proof of certificate of registration for (Tipper truck, Crane truck, Bakkie) The signed letter of intent to lease must contain the relevant bid number/project description and construction equipment/ tools leased

- **Compliance with the tender specification – Fully completed by non-erasable ink and signed Bill of Quantities**
- Valid CIDB Grade 5GB or Higher
- Full CSD Report (Not older than one Month)
- Only original tender documents will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD 1-9 (Part of the document). Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink
- In the case of partnerships/consortiums/ signed joint venture agreement must be submitted with the tender document; and all parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

NB: Failure to furnish all the above required documents, bidder will be disqualified.

- The bidder has not abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has Specific goal given a written notice to this effect.
- No late, incomplete, unsigned, faxed, couriered, and emailed tenders will be accepted.
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mngoma Local Municipality for a period of 90 days from the closing date.
- The award of the tender maybe subjected to price negotiation with the preferred tenderers.
- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mngoma.gov.za

NB: Preferred bidders will be required to furnish the municipality:

- CK/ Company Registration, Certified ID copies not older than six (06) months
- Tax compliance status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or to any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period of more than three months and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mngoma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

OBTAINING OF TENDER DOCUMENTS:

Tender documents for this project are downloadable at the municipal website: www.mnguma.gov.za and on eTender portal: <https://etenders.treasury.gov.za/>

TENDER SUBMISSION AND OPENING

Tenders/Proposals must be submitted by hand at Bid Box, Corner King and Mthatha Street, Butterworth. 4960

Tenders should be sealed, endorsed on the envelope with:

- BID NUMBER: **MNQ/SCM/51/24-25**
- PROJECT NAME: REFURBISHMENT OF MSOBOMVU HALL

On the back of the envelope with:

- Company name and address, contact person and contact details

.....
S Mahlasela
Municipal Manager

**PART A
INVITATION TO BID**

BID NUMBER:	MNQ/SCM/51/24-25	CLOSING DATE:	03/12/2024	CLOSING TIME:	12h00
DESCRIPTION	Refurbishment of Msobomvu hall				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
MNQUMA LOCAL MUNICIPALITY					
CORNER KING AND MTHATHA STREET					
BUTTERWORTH					
4960					
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:	
SPECIFIC GOALS [TICK APPLICABLE BOX]	☐ Yes ☐ No		SPECIFIC GOALS ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		DEPARTMENT	Infrastructure	
CONTACT PERSON	Ms Y Vava		CONTACT PERSON	Mr M Njozela	
TELEPHONE NUMBER	047 050 1156		TELEPHONE NUMBER	047 050 1279	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	yvava@mnquma.gov.za		E-MAIL ADDRESS	mnjozela@mnquma.gov.za	

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

1. TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

2.1 SARS APPLICATION FOR TCC MBD

1. DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

PLEASE MARK APPLICABLE ANSWERS:

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) An employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

-
- 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.
-
-
- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars
-
-
- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.
-
-
- 3.13 Are any spouse, child or parent of the company's director's trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.
-
-
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES /NO**
- 3.1.1 If yes, furnish particulars
-
-

4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE JOINT BUILDING CONTRACTS COMMITTEE, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and

(b) Specific goals

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

	POINTS
PRICE	80
SPECIFIC GOALS OF CONTRIBUTION	20
Total points for Price and Specific Goals must not exceed	100

1.5 Failure of a bidder to submit proof of specific goals claimed will be interpreted to mean that preference points for specific goals 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“bid”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation and “bid” has a corresponding meaning
- (c) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have Specific goaln taken into consideration;
- (d) **“consortium or joint venture”** 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;
- (e) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (h) **“non-firm prices”** means all prices other than “firm” prices;
- (i) **“person”** includes a juristic person;
- (j) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- (l) **“Reconstruction and Development Programme”** the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (m) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

- (n) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice;
- (o) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (p) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- (q) **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- (r) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for specific goals.
- 3.5 If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

4. **POINTS AWARDED FOR PRICE**

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

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

	80/20 OR	90/10
$P_s = 80\{1 - \frac{P_t - P_{min}}{P_{min}}\}$	or	$P_s = 90\{1 - \frac{P_t - P_{min}}{P_{min}}\}$
P_{min}		P_{min}

Where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR LEVEL OF CONTRIBUTION TOWARDS SPECIFIC GOALS

5.1 In terms of s2(b)(i) and (ii) of the Preferential Procurement Regulations Policy Framework Act, a preference points system must be followed for contracts with a Rand value above a prescribed amount a maximum of 10 or 20 points may be allocated for specific goals as contemplated in s2(d) of the Act provided that the lowest acceptable tender scores 90 or 80 points for price, respectively, in accordance with the table below:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

80/20 preference point system			
The specific goals allocated points in terms of this tender	Number of points allocated (20 points) (To be completed by the Municipality)	Proof required to Claim (20 points) (To be completed by the Municipality)	Number of points Claimed (20 points) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by black	20	Fully completed and signed MBD 6.1; and full central Suppliers Data Base report (CSD) not older than one month	

NB: No points will be claimed by the bidder if it fails to submit proof required to score points for specific goals

90/10 preference point system			
The specific goals allocated points in terms of this tender	Number of points allocated (10 points) (To be completed by the Municipality)	Proof required to Claim (10 points) (To be completed by the Municipality)	Number of points Claimed (10 points) (To be completed by the Tenderer)

5.2 Bidders must submit valid proof for specific goals

5.3 If the municipality is of the view that a tenderer submitted false information regarding a specific goal, will —

(a) inform the tenderer; accordingly, and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already Specific goals awarded to the tenderer, the contract should not be terminated in whole or in part.

5.4 After considering the representations referred to in sub regulation (1)(b), the municipality may, if concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

Specific goals: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of the required proof of specific goals.

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) Whether the sub-contractor is an EME.

(TICK APPLICABLE BOX)

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

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 Specific goals 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 specific goal declared in paragraph 6, indicated in paragraph 7, 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

iv) If the specific goals have Specific goals claimed or obtained on a fraudulent basis or any of the conditions of contract have not Specific goals 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 Specific goals applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

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

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS CLAIMED

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
.

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. Specific goaln convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. Specific goaln listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js367bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:
 - **Includes price quotations, advertised competitive bids, limited bids and proposals.**
 - **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 Specific goaln 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 Specific goals 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 Specific goals 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 Specific goals 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 Specific goals, 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.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Mngquma Local Municipality
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing assumptions C2.2 - Bill of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer representative is: Name: Mr M. Njozela Mngquma Local Municipality Butterworth Tel: 047 050 1279 E-mail: mnjozela@mngquma.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Option of the proposal procedure using the two stage-system is not to be used.
4	Tender's obligations
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have 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) of 25(7A) of the Construction Industry Development Regulations, for a CIDB 5GB or Higher class of construction work; and potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts; and whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
4.2	The employer will compensate the tender as follows as per the conditions of the Form of Contract signed.

	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	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: Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at the foyer of;

	“MNQUMA LOCAL MUNICIPALITY – MUNICIPAL MAIN OFFICES” Physical address: “MNQUMA LOCAL MUNICIPALITY, CORNER KING & MTHATHA STREET, BUTTERWORTH, 4960” Identification details: “MNQ/SCM/51/24-25: REFURBISHMENT OF MSOBOMVU HALL IN MSOBOMVU TOWNSHIP, BUTTERWORTH” Closing time and date: 00 / 00 /2024 at 12:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1. A tax compliant pin or an original Tax Clearance Certificate issued by the South African Revenue Services. 2. Full CSD report not older than 1 month 3. Fully completed and signed form of Offer 4. Proof of CIDB registration
4.13.5	A two-envelope procedure will not be required.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having Specific goal notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on CIDB Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Five (5) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Five (5) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 12:00pm hours .

5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.																
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has Specific goal properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.																
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.																
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr><tr><td colspan="4">^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.</td></tr></table> The procedure for the evaluation of responsive tenders is bid requirement and rules, Price and preference; in two stages Stage 1: Administrative requirements and Mandatory requirements Stage 2: : Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022: Price = 80 points and Specific goals = 20 points	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$	^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a														
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$														
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$														
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.																	

1. STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

Potential bidders are urged to submit the following attachments when submitting their proposals, failure to do so will lead to disqualification.

Proof of Company Experience: Bidder has successfully completed five (5) building construction projects

Completion certificates with appointment letters in relation to the required services for building construction projects must be attached as a proof

NB: Key Staff personnel must be working for the bidding company

- **Site Agent/Project Manager:** Academic Qualification: National Diploma in building or construction management and must have 05 years' post-graduation experience in building construction projects.
- **Occupational Health and Safety Officer:** National Diploma in safety management or equivalent qualification; and must have a minimum of 03 years' experience in building projects.

Bidders must submit detailed CVs with original certified (not older than 06 months) copies of the required professional qualifications. If the required certified copies of professional qualifications are not attached to the CVs, will lead to disqualification (Copy of a certified copy will not be considered).

- **Construction Equipment and Tools**

- Tipper truck
- Crane truck
- Bakkie

Construction Equipment: Company must attach certificate of registration for (Tipper truck, Crane truck, Bakkie) or submit signed Letter of intent to lease with proof of certificate of registration for (Tipper truck, Crane truck, Bakkie) The signed letter of intent to lease must contain the relevant bid number/project description and construction equipment/ tools leased

- **Compliance with the tender specification** – Fully completed and signed Bill of Quantities
- Full CSD Report (Not older than one Month)
- Valid CIDB Grading (5GB or Higher)
- Only original tender documents will be accepted.
- Fully Completed Tender Forms i.e. Form of Offer, all returnable MBDs (MBD 1-9 (Part of the document). Return all returnable documents to the employer after completing them in their entirety by writing legibly in non-erasable ink
- In the case of partnerships/consortiums/ signed joint venture agreement must be submitted with the tender document.
- All parties/partners to the partnership/ consortium/joint venture agreement must be registered on the Central Supplier Database

CONDITIONS OF ACCEPTANCE:

- The municipality is under no obligation to accept any proposal/tender and reserves the right to accept the whole or any part of the proposal/tender. No proposal/tenders will be considered from persons in the service of the state.
- The bidder or any of its directors/shareholders must 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.
- No late, incomplete, unsigned, faxed, couriered, and emailed tenders will be accepted.
- The tender offer submitted shall remain valid, irrevocable and open for written acceptance by the Mnquma Local Municipality for a period of 90 days from the closing date.
- The award of the tender may be subjected to price negotiation with the preferred tenderers.

- The municipality reserves the right to extend the tender period by notice in the press and on the municipality's official website www.mnquma.gov.za

NB: Preferred bidders will be required to furnish the municipality:

- Company registration /CK and certified ID copies of all members (not older six (06) months)
- Tax compliance status PIN
- Certificate issued by the municipality or any other municipality to which he may be indebted to the effect that he and, in the event of the bidder being a company, also any of its directors, is not indebted to the municipality or to any other municipality or municipal entity for rates, taxes and/or municipal service charges which are in arrear for a period of more than **three months** and that no dispute exists between such bidder and municipality or municipal entity concerned in respect of any such arrear amounts. Bidders who reside within the Mnquma Local Municipality (MLM) jurisdiction will be verified with MLM Revenue Section.

STAGE 2: Evaluation in terms of the 80/20 preference point systems prescribed in Preferential Procurement Regulations 2022

Price = 80 points and Specific goals = 20 points

CRITERIA	POINTS
PRICE	80
SPECIFIC GOALS OF CONTRIBUTION	20
Total points for Price and Specific Goals must not exceed	100

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

$$A = (1 - \frac{P - P_m}{P_m})$$

P_m

The 80/20 Preference Point System for bids with a Rand value not exceeding R50,000,000-00 (all applicable taxes included); and

The 90/10 Preference Point System for bids with a Rand value above R50,000,000-00 (all applicable taxes included).

5.11.9	The quality criteria and maximum score in respect of each of the criteria are as follows: N/A
5.11.9	Each evaluation criteria will be assessed in terms of five indicators – N/A
5.11.9	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: N/A
5.13	Tender offers will only be accepted if:

	a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer 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; f) the tenderer has not: - abused the Employer's Supply Chain Management System; or - failed to perform on any previous contract and has Specific goal given a written notice to this effect; g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process; h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted. j) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; k) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. l) the employer is reasonably satisfied that the tenderer 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. m) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. n) A Resolution of signatory form has Specific goal completed and signed by director/s or a letter bearing a letterhead of the tenderer has Specific goals attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. o) Prospective bidders must register on CSD prior submitting bids (open tenders). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated. p) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. q) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has Specific goal awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are:

	Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. - CIDB certificate - Certified Original copies of qualifications - Signed MBD Forms - Fully completed Form of Offer - Fully completed BOQs - Full CSD report and it must not be older than 1/ one month from the date of bid closing Note: Failure to provide these documents will result in the tender not being evaluated
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: - Record of Addenda to Tender Documents - Proposed amendments and qualifications - Compulsory enterprise questionnaire - Municipal declaration and returnable documents - Form of offer and acceptance - Certificate of Authority for Joint Ventures, if applicable - Final summary of Bill of Quantities or a complete pricing Schedule - Evaluation schedule 1:.
3	3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete all returnable documents provided i.e. MBD Forms C1.1 Offer portion of Form of Offer and Acceptance C1.2 Contract Data (Part 2)
4	Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated. In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company. In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf. In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Tender. <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
5	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.
6	Canvassing and obtaining of additional information by tenderers

	The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
7	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - - who is in the service of the state; or - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or - a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - - a member of:- - any municipal council; - any provincial legislature; or - the National Assembly or the National Council of Provinces; - a member of the board of directors of any municipal entity; - an official of any Department or municipal entity; - an employee of any national or provincial department; - provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); - a member of the accounting authority of any national or provincial public entity; or - an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
8	Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has Specific goal in the service of the state in the previous twelve months, including - - the name of that person; - the capacity in which that person is in the service of the state; and - the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interest in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	Respond to requests from the tenderer The employer will respond to requests for clarification up to 7 (seven) working days before the tender closing time.
10	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders
11	Scoring quality / functionality: N/A
12	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if- - due to changed circumstances, there is no longer a need for the services, works or goods requested; or - funds are no longer available to cover the total envisaged expenditure; or - no acceptable tenders are received. - Tender validity period has expired. - Gross irregularities in the tender processes and/or tender documents. - No market related offer received (after attempts of negotiation processes)

	Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
13	Dispute resolution mechanism will be done through the Adjudication route.
14	The Mquma Local Municipality , when acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
15	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

T2.1 List of Returnable Documents

1 Documentation to demonstrate eligibility to have tenders evaluated

- CIDB certificate
- Certified Original copies of qualifications
- Signed MBD Forms
- Fully completed Form of Offer
- Fully completed BOQs
- Full CSD report and it must not be older than 1/ one month from the date of bid closing

Note: Failure to provide these documents will result in the tender not being evaluated

•

2 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed amendments and qualifications
- Compulsory Declaration
- Municipal declaration and returnable documents
- Certificate of Authority for Joint Ventures, if applicable
- Annual Financial Statements Declaration

Evaluation schedule 1:

3 Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract

The tenderer must complete all returnable documents provided i.e.

MBD Forms

C1.1 Offer portion of Form of Offer and Acceptance

C1.2 Contract Data (Part 2)

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
--	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| ☐ a member of any municipal council | ☐ an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| ☐ a member of any provincial legislature | |
| ☐ a member of the National Assembly or the National Council of Province | |

- ☐ a member of the board of directors of any municipal entity
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of Parliament or a provincial legislature

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

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

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

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

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
- a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
- b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Municipal declaration and returnable documents

The following particulars must be furnished in relation to tenders for municipalities and municipal entities where:

- a) consultancy services are required; and
 - b) Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT.
- In the case of a joint venture, separate municipal declarations and returnable documents shall be submitted in respect of each partner.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Declaration for consultancy services:

The enterprise has been awarded the following consultancy services by an organ of state during the last five years.

Name of organ of state	Estimated number of contracts	Nature of service, e.g, quantity surveying	Service similar to required service (yes / no) ?

Attach separate page as necessary

Section 3 Goods, services or a combination thereof where the estimated total of the prices exceeds R 10 million including VAT

I / we certify that

1) (tick one of the boxes):

- ☐ the enterprise **is not** required by law to prepare annual financial statements for auditing
- ☐ the enterprise **is** required by law to have audited annual financial statements and attached the audited financial statements for the past three financial years, or since the establishment as the enterprise was established within the past three years

2) the enterprise and its directors has / have 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 (*ie: all municipal accounts are paid up to date*);

3) source of goods and / or services :

(tick one of the boxes and insert percentages if applicable):

- ☐ goods and / or services are sourced only from within the Republic of South Africa
- ☐ % of the total cost of goods and / or services will be sourced from outside the Republic of South Africa and the percentage of payment from the municipality or municipal entity which is expected to be transferred out of the Republic is . %

I furthermore confirm that the following contracts were awarded to the enterprise by an organ of state during the last five years and attached particulars of any material non-compliance or dispute concerning the execution of such contracts:

Name of organ of state	Estimated number of contracts	Nature of contracts

Attach separate page as necessary

I, the undersigned who warrants that I am duly authorised on behalf of the tendering entity, hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct

Annual Financial Statements Declaration

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

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ internally☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited.
name of auditor

☐ enterprise is required by law to have an independent review of its financial statements
name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

C1.1: FORM OF OFFER AND ACCEPTANCE

1 OFFER

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

APPOINTMENT FOR REFURBISHMENT OF MSOBOMVU HALL

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender 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 terms of the conditions of contract identified in the contract data.

Signature(s) of authorized agents:

Name(s) (in block letters)

Capacity of authorized agents:

for and on behalf of the Tenderer
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

2 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

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the returnable 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 deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof 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 the 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 (5) 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.

For and on behalf of the Employer:

Signature(s) of authorized agent(s)

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
P O Box 36, BUTTERWORTH, 4960

Witness:(Full name – in block letters – and signature)
(Name)

.....
(Signature)

Date:

3 SCHEDULE OF DEVIATIONS

Notes:

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

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

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

By the duly authorized representatives signing this schedule of deviations, 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 returnable 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 and on behalf of the Tenderer
(Name and address of organization)

Witness:(Full name – in block letters – and signature)
(Name)
.....
(Signature)

Date:

For and on behalf of the Employer:

Signature(s) of authorized agent(s)

Date:.....

Name(s) **Silumko Mahlasela**

Capacity **Municipal Manager**

for the **Employer:** **Mnquma Local Municipality**
 P O Box 36, Butterworth 4960

Witness: (Full name – in block letters – and signature)
 (Name)

.....
(Signature)

Date:

BILL OF QUANTITIES

PLEASE SEE AT ATTACHED

FINAL SUMMARY

PROJECT TITLE	REFURBISHMENT OF MSOBOMVU HALL
BID NUMBER	MNQ/SCM/51/24-25

SUMMARY OF SCHEDULE OF QUANTITIES				
Bill No	Description	Page no	Amount	
	SECTION 1			
	Preliminaries			
	SECTION 2			
	New buildings			
	External Works (Provisional)			
	Electrical Works			
	Provisional Sums			
	OHS Pricing			
	Sub-total			
	Contingency: Allow 5% to be used by Contractor upon Clients approval.			
	Sub-total			
	VAT-15% for			
	TOTAL CARRIED TO FORM OF OFFER AND ACCEPTANCE-Page			

C

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	REFURBISHMENT OF MSOBOMVU HALL		
BID NUMBER	MNQ/SCM/51/24-25		
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have Specific goals taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed _____ Name _____ Tenderer _____	Date _____ Position _____
--	----------------------------------

D**PROPOSED AMENDMENTS AND QUALIFICATIONS**

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 to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	REFURBISHMENT OF MSOBOMVU HALL
BID NUMBER	MNQ/SCM/51/24-25

Page	Clause /Item	Proposal
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct		

Signed

Date

Name

Position

Enterprise name

E

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has Specific goals duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors)

F

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES N/A

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	CONSTRUCTION OF NEW MUNICIPAL OFFICES IN BUTTERWORTH
BID NUMBER	MNQ/SCM/51/24-25

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

G

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	REFURBISHMENT OF MSOBOMVU HALL
BID NUMBER	MNQ/SCM/51/24-25

We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **MBD 6.1 form**.

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

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					

4					
5					
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct					

Signed

Date

Name

Position

Enterprise name

H

CAPACITY OF THE BIDDER

PROJECT TITLE	REFURBISHMENT OF MSOBOMVU HALL
BID NUMBER	MNQ/SCM/51/24-25
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.) <i>Artisans and Employees: (Artisans and Employees to be ,or are ,employed for this project)</i>	

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:		Date	
Name:		Position	

Enterprise Name:

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed. **Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed.....

Date.....

Name.....

Position.....

Enterprise name.....

I

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

J

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)
(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

Name

Position

Enterprise name

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has Specific goals involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

Name

Position

Tenderer name

Project Reference Forms - 1

Project title:	REFURBISHMENT OF MSOBOMVU HALL
Project Number:	MNQ/SCM/51/24-25

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
 Project name: _____
 Project location: _____
 Construction period: _____ Completion date: _____
 Contract value: _____

- A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

- B. Would you consider / recommend this tenderer again:

YES	NO

- C. Any other comments:

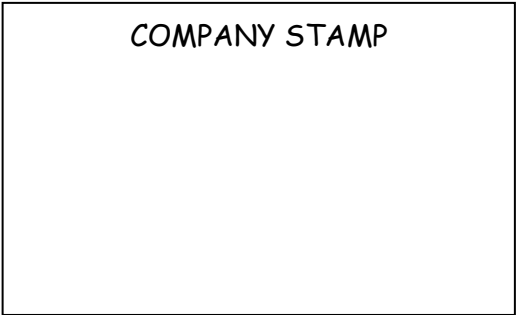
- D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____

Signature of principal agent



NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date

N

BASELINE RISK ASSESSMENT

PROJECT TITLE	REFURBISHMENT OF MSOBOMVU HALL
BID NUMBER	MNQ/SCM/51/24-25
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

Name

Position

Enterprise name

A. CONFIRMATION

- 1. I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
- 2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

Representative of the Contractor (Name)

Signature

Date

PART C1.2 : CONTRACT DATA

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

Principal Building Agreement Edition 6.2 - May 2018

JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

Application of JBCC® agreements

The definitions contained in the JBCC® Principal Building Agreement apply to this document. A word or phrase in bold type in the text has the same meaning assigned to it in the definitions of such agreement. Where a word or phrase is not in bold type it has the meaning consistent with the context of its use

This contract data contains changes made to the JBCC® Principal Building Agreement to suit Organs of State and other Public Sector Bodies' requirements, as well as unique requirements applicable to the project and variables referred to in the JBCC® Principal Building Agreement and the JBCC® General Preliminaries. The information provided in this document is complete and accurate at the time of calling for tenders. Where additional information becomes available, all tenderers will be informed in writing. Reference to clause numbers in the JBCC® Principal Building Agreement are shown in [square brackets] in this contract data eg [3.2.1]. Spaces requiring information must be filled in, or marked as 'not applicable' but not left blank

Where the contractor is appointed, the contract documents comprise the completed and signed Form of Offer and Acceptance, the signed JBCC® Principal Building Agreement, this completed contract data, the priced document, drawings and other listed documents

Endorsement of JBCC® agreements

The JBCC® Edition 6.2 agreements have Specific goaln endorsed by Construction Industry Development Board (CIDB) for use by Organs of State and other Public Sector Bodies

Warning!

The JBCC® Principal Building Agreement Edition 6.2 has Specific goaln coordinated with the JBCC® Nominated/Selected Subcontract Agreement Edition 6.2, the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Principal Building Agreement Edition 6.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have unintended results that may be prejudicial to either, or both, parties

Disclaimer

While the JBCC® aims to ensure that its publications represent best practice it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of JBCC® documents

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A PROJECT INFORMATION

A 1.0 Works [1.1]

Project name	REFURBISHMENT OF MSOBOMVU HALL
Reference number	MNQ/SCM/51/24-25
Works description	REFURBISHMENT OF MSOBOMVU HALL • Preliminaries • Alteration and renovation work • Mansory • Carpentry and joinery • Rood covering • Ceiling partition and excess flooring • Floor covering • Ironmongery • Structural steel work • Metal work • Plastering • Tailing • Plumbing and drainage • Glazing • Paintwork • Electrical and Mechanical work • Provisional sums

A 2.0 Site [1.1]

Erf / stand number	Erf 1576
Township / Suburb	Msobomvu Township, Butterworth
Site address	Msobomvu Township Butterworth 4960
Local authority	Mnquma Local Municipality

A 3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Mnquma Local Municipality		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Makwande Njozela		
E-mail	njozelakwande8@gmail.com / mnjozela@mnquma.gov.za	Telephone number	047 050 1279/ 067 022 6170
Mobile number			
Postal address	P.O Box 36 Mnquma Local Municipality		
	Corner King & Mthatha Street, Butterworth	Postal code	4960
Physical address	Mnquma Local Municipality		
	Corner King & Mthatha Street, Butterworth	Postal code	4960

A 4.0 Principal agent [1.1]

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 5.0 Agent [1.1; 6.2]

Discipline	Architect
------------	-----------

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 6.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name			
Pulana Baxter and Associates CC		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 7.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name			
JDE Civil and Structural Engineers		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 8.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name			
		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 9.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name	TBA		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 10.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 11.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

A 12.0 Agent [1.1; 6.2]

Discipline	
------------	--

Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			
		Postal code	
Physical address			
		Postal code	

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
--	---

B 2.0 Law, regulations and notices [2.0]

Law applicable to the works , state country [2.1]	Republic of South Africa
---	--------------------------

B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rands
--	---------------------

B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	3

Documents comprising the agreement	Page numbers
The JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC ® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The JBCC ® General Preliminaries for use with the JBCC ® Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	Refer to index
Additional documentation as stated in Procurement document	

Contract drawings – description	Number	Revision	Date
Refer to drawings included in tender document annexures			

B 5.0 Employer's agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

N/A

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

N/A

B 6.0 Insurances [10.0]

Insurances by employer		Amount including tax	Deductible amount including tax
Yes/no?	No		
Contract works insurance:			
	New works [10.1.1] (contract sum or amount)		
or	Works with practical completion in sections [10.2] (contract sum or amount)		
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
	Escalation, professional fees and reinstatement costs if not included above		

Total of the above contract works insurance amount		
Supplementary insurance [10.1.2; 10.2]		
Public liability insurance [10.1.3; 10.2]		
Removal of lateral support insurance [10.1.4; 10.2]		
Other insurances [10.1.5]		
Yes/no?		If yes, description 1
Yes/no?		If yes, description 2

and/or

Insurances by contractor			Amount including tax	Deductible amount including tax
Yes/no?	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	
or	Works with practical completion in sections [10.2] (contract sum or amount)		Contract Sum	
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)		N/A	
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance		N/A	
	Escalation, professional fees and reinstatement costs if not included above			
Total of the above contract works insurance amount			Sum of above	
Supplementary insurance [10.1.2]			Contract works insurance value	
Public liability insurance [10.1.3]				
Removal of lateral support insurance [10.1.4]			N/A	
Other insurances [10.1.5]: Refer B17.0			N/A	
Yes/no?	Yes	If yes, description 1		
Hi Risk Insurance [10.1.5.1]				
Yes/no?		If yes, description 2		

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description			
Restriction of working hours [12.1.2]		Yes/no?	No
If yes, description			
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/no?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/no?	No
If yes, description			
Supply of free issue [12.1.10]		Yes/no?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes/no?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 9.0 Selected subcontractors [15.0]

Yes/no?	Yes	If yes, description of Specialisation
Specialisation 1	Refer to the Provisional Amounts included in the Bills of Quantities	
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		

B 10.0 Direct contractors [16.0]

Yes/no?	Yes	If yes, description of extent of work
---------	-----	---------------------------------------

Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Refer to Scope of Works described elsewhere in the tender document for more detailed description of sections

Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	

B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]

Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
			24 Months	R1,25 per R100/day

or where sections are applicable

Practical completion of a section of the works	Intended date of possession of a section Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				

Section 2				
Section 3				
Section 4				
Section 5				
Remainder of the works				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

--

B 13.0 Defects liability period [21.0]

Extended defects liability period: Refer B17.0 [21.13]		Yes/no?	No
If yes, description of applicable elements			

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	20th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	Yes	
If yes, method to calculate	Haylett Method		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Association of Arbitrators (Southern Africa)		
Applicable rules for adjudication [30.6.2]	JBCC rules of Adjudication		
Arbitration [30.7.4; 30.10]	Yes/no? *	Yes	
If Yes, name of nominating body * If No, then dispute will be referred to litigation	Association of Arbitrators (Southern Africa)		
Applicable rules for arbitration [30.7.5]			

B 16.0 JBCC® General Preliminaries - selections

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	Yes	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]			
Previous work - defects - details of previous contract(s) [P3.2]			
Inspection of adjoining properties - details [P3.3]			
Handover of site in stages - specific requirements [P4.1]			
Enclosure of the works - specific requirements [P4.2]			
Geotechnical and other investigations - specific requirements [P4.3]			
Existing premises occupied - details [P4.5]			
Services - known - specific requirements [P4.6]			
Water	By contractor	Yes/no?	Yes

[P8.1]	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	No	
	By contractor	Yes/no?	Yes	
Electricity [P8.2]	By employer	Yes/no?	No	
	By employer – metered	Yes/no?	No	
	By contractor	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	Yes	
	By employer	Yes/no?	No	
Communication facilities - specific requirements [P8.4]				
Protection of the works - specific requirements [P11.1]				
Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2]				
Disturbance - specific requirements [P11.5]				
Environmental disturbance - specific requirements [P11.6]				

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this **agreement**

Refer to Bill No. 1 Preliminaries for other changes in addition to the below list.

- **1.1 Definitions**

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies**, the **contract drawings**, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

- **CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES:** The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

- **3.0 Offer and Acceptance**

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

- **6.0 Employer's Agents**

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

- **9.0 Indemnities**

9.2.7: Add the following to the end of the first sentence: "... due to no fault of the **contractor**"

- **11.0 Securities**

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the **works** executed on **site**

- **12.0 Obligations of the Parties**

Amend 12.1.5 to read as follows:

Give possession of Sections 1 – 4 of the **site** to the **contractor** within ten (10) **working days** of the **contractor** complying with the terms of 12.2.22, with possession of Section 5 of the site given 10 months after sections 1 – 4 possession date.

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor**’s lien or right of continuing possession of the **works** where this has not Specific goaln waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

27.1.5: Not applicable

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

☐

Option A	Guarantee for construction (variable) by contractor [11.1.1]
Option B	Guarantee for construction (fixed) by contractor [11.1.2]
Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

- Contractor's selection

Select Option A or B

☐

Where the contractor does not select an option, Option A shall apply

- Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

C 4.0 Adjustment of preliminaries [26.9.4]

- **Contractor's selection**

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

- **Provision of particulars**

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment , establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

- **Adjustment methods**

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

Option A	The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required Fixed - An amount which shall not be varied Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4] The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred

- **Failure to provide particulars within the period stated**

Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
Option B	Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply

Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuation

C1.3 CIDB ADJUDICATOR’S AGREEMENT

This agreement is made on the day of between:
. (name of company / organisation) of
. (address) and.
. (name of company / organisation) of
. (address) (the Parties) and.
. (name) of
. (address)
(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated and known as.
.

and these disputes or differences shall be/have Specific goaln* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has Specific goaln requested to act.
* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have Specific goaln sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____
Name: _____
who warrants that he / she is duly
authorised to sign for and on
behalf of the first Party in the
presence of

SIGNED by: _____
Name: _____
who warrants that he / she is duly
authorised to sign for and behalf
of the second Party in the
presence of

SIGNED by: _____
Name: _____
the Adjudicator in the presence of

Witness
Name: _____
Address: _____

Witness:
Name _____
Address: _____

Witness:
Name: _____
Address: _____

Date: _____

Date: _____

Date: _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

C4 – SITE INFORMATION

- ERF 1576



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION
FOR
CONSTRUCTION OF NEW MNQUMA LOCAL MUNICIPAL OFFICES
IN
BUTTERWORTH

CLIENT: MNQUMA LOCAL MUNICIPALITY

DOCUMENT TITLE: OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**PROJECT: PROJECT: REFURBISHMENT OF MSOBOMVU HALL IN MSOBOMVU TOWNSHIP,
BUTTEWORTH**

TENDER NO. MNQ/SCM/51/24-25

PREPARED BY:

ANNEXURE A: CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

PAM 1 INTRODUCTION AND BACKGROUND

1. PAM 1.1 BACKGROUND TO THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

The Construction Regulations (February 2014) place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks not successfully eliminated during design.

2. PAM 1.2 PURPOSE OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations (February 2014) in order to reduce incidents and injuries. This pre-construction specification shall act as the basis for the drafting of the construction phase health & safety plan. These specifications in no way release Contractors from compliance with the relevant Legal requirements.

The pre-construction specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the health & safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme environment, etc.

3. PAM 1.3 IMPLEMENTATION OF THE PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when pricing his tender. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn price their bids accordingly.

4. PAM 2 PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

5. PAM 2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on site.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control,

and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

Scope of Works.

REFURBISHMENT OF MSOBOMVU HALL

1. Preliminaries
2. Alteration and renovation work
3. Masonry
4. Carpentry and joinery
5. Roof covering
6. Ceiling partition and excess flooring
7. Floor covering
8. Ironmongery
9. Structural steel work
10. Metal work
11. Plastering
12. Tiling
13. Plumbing and drainage
14. Glazing
15. Paintwork
16. Electrical and Mechanical work
17. Provisional sums

6. PAM 2.2 INTERPRETATIONS

7. PAM 2.2.1 Application

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

8. PAM 2.2.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (February 2014) shall apply.

9. PAM 2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

10. PAM 2.3.1 Application of construction work permit.

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this permit must be forwarded to the Client prior to work commencing on site, thereafter it must be kept onsite.

Site Camp Layout

Layout of the site must be in a manner that will ensure sufficient space for the following:

- Construction vehicle and plant movement
- Construction vehicle and plant parking

The PC must ensure that the following is considered in areas selected for site camp entablement:

- Existing services to be located and addressed according to Engineers Specifications.
- Adequate space to be allocated in consideration to facilities to be provided.
- Access roads, office areas, employees' facilities, parking areas, turning areas and stacking areas to be properly designated.
- Ground surfaces to be stable with safe gradient and free from slipping, tripping and falling hazards.

Site Establishment

Hoarding and Access Control

The PC must ensure the construction site is fully hoarded/fenced. Hoarding must be as follows:

- Bonnox fence secured in gum poles must be used
- Height must be a minimum of 1.6 meters high
- Fence must be hoarded with 80% shade cloth.
- Site must have a its own access gate that must be controlled by security.

Warning / informative signs

The entrances of the site must have construction safety warning signs which should contain a minimum of the following information:

- Construction site entrances must display the following signs
 - Name of the PC
 - No unauthorised entry
 - Type of Personal Protective Equipment required for the site as per risk assessment
 - Speed limit (10 km/h)
 - Visitors to report to the site office
- Informative signs indicating following must be displayed in in the vicinity of locations on site:
 - Assembly points
 - Location of fire extinguishers
 - First aid kits and name of first aider

11. PAM 2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments (Construction Manager, Construction Work Supervisor, OHS Officer etc.) as well as any relevant appointments in writing (as stipulated by the OHS Act and Construction Regulations), prior to commencement of work. Proof of competency must be included.

12. PAM 2.3.3 Competency for Contractor's Appointed Competent Persons

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence (ie. CV, certificates etc.) for the various appointments must be included.

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

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site. These must be kept on site.

14. PAM 2.3.5 Occupational Health and Safety Policy

The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed & dated by their Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.

15. PAM 2.3.6 Health and Safety Organogram

The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

16. PAM 2.3.7 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval to the Client. The risk assessment must include;

- A list of hazards identified as well as potentially hazardous tasks;
- A documented risk assessment based on the list of hazards and tasks;
- A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- A monitoring and review procedure of the risks assessment as the risks change.

The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or the Client's Representative.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

17. PAM 2.3.8 Health and Safety Representative(s) & Health and Safety Officer

The Principal Contractor and all other Contractors shall, after due consultation with the parties concerned, ensure that a certified H&S Representative is appointed in writing as soon as there are 20 persons employed on a site. Additional H&S Representatives are required once the workforce exceeds 50 persons. Copies of the appointments are to be attached to the H&S plan. Each H&S Representative(s) is to be trained to carry out their respective functions and must carry out regular inspections, keep records, and report all findings to the responsible person forthwith, and also at the next H&S meeting. Copies of these documents are to be kept in the Project H&S File.

18. Health and Safety Officer

Due to the risks associated with the project, the site will require a **FULL TIME CONSTRUCTION HEALTH AND SAFETY OFFICER** to implement and manage OHS compliance on site.

The Construction Health and Safety Officer must be registered with the SACPCMP under respective categories.

The H&S Officer's CV is to be submitted for approval by the OHS Agent with the OHS file. The PC is to ensure adequate resources are provided in order to undertake all responsibilities. Qualifications shall include SAMTRAC or similar, with a minimum of two years of experience in the Civil Engineering Construction environment.

19. PAM 2.3.9 *Health and Safety Committees*

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health & Safety Representatives shall attend the monthly health & safety meetings. Sub-Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

20. PAM 2.3.10 *Health and Safety Training*

PAM 2.3.10.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. A suitable venue must be supplied to house this training.

PAM 2.3.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once a week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on an environmental related issue.

PAM 2.3.10.3 Competency of Site Personnel

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have Specific goal appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client's OHS Agent, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work

Visitors PPE

All visitors to wear safety boots, reflective vests and helmets on site. Helmets to be worn when section visited has overhead hazards.

Visitors must be informed to come wearing their own PPE.

Visitors must not be allowed to go to site if PPE requirements are not met.

Construction manager and OHS Officer to ensure this compliance is met.

Principal contractors, their sub-contractors and all employees under their control, including any visitor brought onto site must adhere to the following rules of conduct onsite.

YOU MAY NOT:

- Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Destroy or tamper with safety devices, symbolic signs, or willfully and unnecessarily discharge fire extinguishers.
- Bring onto site or have in your possession a firearm or lethal weapon.
- Assault, intimidate or abuse any other person.
- Operate construction equipment (vehicles or plant) without the necessary training, license and authorization.
- Display insubordination towards any supervisor, foreman or Manager, in respect of carrying out properly issued instructions or orders for health and Safety reasons.
- Enter any area where you have no business, unless authorised to do so by the person in charge.
- Negligently, carelessly or willfully cause damage to property of others.
- Refuse to give evidence, or deliberately make false statements during investigations.

21. PAM 2.3.11 General Record Keeping

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

PAM 2.3.11.1 Inspections

The following items must be regularly inspected and maintained (where applicable) and appropriate records kept on site:

- First Aid dressing registers.
- Fire equipment
- Lifting equipment
- Concrete Mixer
- Portable electrical equipment
- Stacking and storage inspections
- Explosive power tools
- Materials hoist (where applicable)
- Welfare/Hygiene
- Ladders
- Excavations
- Safety harnesses
- Scaffold - static and mobile.
- Hand tools
- Construction vehicles and mobile plant.
- Health and Safety Representative's checklists.

22. PAM 2.3.12 Health & Safety Audits, Monitoring and reporting

The Client's OHS Agent shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct monthly internal audits & similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client's OHS Agent audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, and make them available on request.

23. PAM 2.3.13 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel & contact information (First Aider, Construction Manager, OHS Officer, Assistant CEO, CEO)
- Details of emergency services (SAPS, Hospital, Ambulance, Municipality etc.)
- Action or steps to be taken in case of an emergency
- Actions or steps to be taken in the event of specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to fire, snake bites, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith of any emergencies, together with a record of

action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel

PAM 2.3.14 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s) Level 2. The appointed First Aider(s) are to be qualified or sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

24. PAM 2.3.15 Accident/Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly. Where necessary, in terms of Clause 24(1) of the Occupational Health & Safety Act, incidents shall be reported to an inspector. Injuries of a medical nature to be reported to the OHS Agent within 24 hours.

25. PAM 2.3.16 Hazards and Potential Situations

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

26. PAM 2.3.17 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with appropriate PPE free of charge. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

27. PAM 2.3.18 Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. Including but not limited to 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area', 'deep excavation', 'emergency assembly point', 'fire extinguisher' first aid box'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

28. PAM 2.3.19 Permits

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Use of cradles
- Excavation

29. PAM 2.3.20 Contractors and their Sub-contractors

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as 'Sub- contractors', shall mutatis mutandis ensure compliance. Principal Contractor to monitor sub-contractor compliance through monthly conducts.

PAM 2.3.21 Non-Compliance

Should at any time the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Client's Health & Safe Specification or PC's H&S Plan, neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Hard hat /reflective jacket off. Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
Minor demeanours not addressed from previous H&S audit	No monthly OHS report at site meeting to report on	Fall protection plan not followed.
	No medical certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	

30. Failure to Comply with Provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- a) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the OHSS.

In addition, a time-related penalty of R500 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Consulting Engineer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

31. PAM 2.4 SPECIFIC PROJECT REQUIREMENTS

32. PAM 2.4.1 Excavations, Shoring, De watering or Drainage

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- The excavations are inspected before every shift, each occurrence of rain or change to the excavation / shoring and a record is kept thereof;
- Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 metres or where conditions render this necessary at lesser depths. Undercutting is not allowed;
- Safe work procedures have been communicated to the workers;
- Excavated material shall be placed as far from the trench as practically possible and a close watch shall be maintained at all times for signs of slipping (e.g. cracks developing at the edges of the excavation);
- Safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;
- The requirements as per section 13 of the Construction Regulations are adhered to.
- 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
 - provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor,
 - 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.
- must cause warning signs to be positioned next to an excavation within which or
- where persons are working or carrying out inspections or tests.
- adequately protected by a **barrier or fence** of at least one metre in height and as close to the excavation as is practicable

Temporary works

- A contractor must appoint a temporary works designer in writing to design, inspect and approve the erected temporary works on site before use.
- A contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has Specific goaln appointed in writing for that purpose.
- A contractor must ensure that-

(a) 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;

(b) 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

(c) 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;

(d) all persons required to erect, move or dismantle temporary works structures are

- provided with adequate training and instruction to perform those operations safely;

(e) all equipment used in temporary works structure are carefully examined and checked for suitability by a competent person, before being used;

• (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 Specific goaln removed and the results have Specific goaln recorded in a register and made available on site

- The temporary works drawings are approved by the temporary works designer before the erection of any temporary works.
- No contractor may use a temporary works design and drawing for any work other than its intended purpose.

33. PAM 2.4.2 *Edge Protection and Penetrations*

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has Specific goaln erected. The Principal Contractor's risk assessment must include (where applicable) protection of decking edges, finished reservoir slab edges and all other openings and areas where a person may fall.

34. PAM 2.4.3 Explosives and Blasting

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work. All blasting work shall comply with Explosives Act and Regulations.

35. PAM 2.4.4 Stacking of Materials

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

36. PAM 2.4.5 Speed Restrictions and Protection

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

37. PAM 2.4.6 Hazardous Chemical Substances (HCS)

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

38. PAM 2.4.7 Construction Equipment

“Construction Equipment” includes all types of equipment including but not limited to, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure that all such construction equipment complies with the requirements of the OHS Act 85/1993 and Construction Regulations (February 2014). The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction equipment used on site. Only authorised/competent persons are to use machinery and only under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times. Proof of medical tests as required by the Construction regulations shall be made available for inspection by the Client.

Vehicles shall not be used on site with:

- Defective exhaust systems
- Serious oil or fuel leaks
- Unsafe bodywork or loads
- Nonstandard equipment fitted.
- Improperly seated passengers
- Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

39. PAM 2.4.8 *Vessels under Pressure (VuP) and Gas Bottles*

The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand

40. PAM 2.4.9 *Fire Extinguishers and Fire Fighting Equipment*

The Principal Contractor and relevant Sub Contractors shall provide adequate and regularly serviced firefighting equipment, located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A competent person must conduct a Fire risk survey and proof of this survey must be kept in the Site Safety File.

41. PAM 2.4.10 *Hired Construction Equipment and Machinery*

The Principal Contractor shall ensure that any hired construction equipment and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Sub Contractors must ensure the same.

42. PAM 2.4.11 *Scaffolding / Working at Heights*

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (February 2014) before this work is undertaken. The OHS Agent will assess & approve the fall prevention plan before work may commence.

Demolition of structures

Prior to demolishing a detailed structural engineering survey should be carried out on the structure by the contractor. A demolishing method statement should be established based on said survey and it should be fully implemented during demolishing to ensure safety.

Section under demolition to be demarcated to prevent unauthorised entry.

Personnel involved in demolition to be trained and wear PPE which included hard hats, safety boots, overalls, gloves, dust masks.

High standards of good housekeeping must be implemented and maintained. The area

must be continuously cleaned and waste to be removed.

Area must be demarcated. Waste that can gain flight to be weighted down. Waste to not be allowed to accumulate on site and be continuously disposed of in an approved site.

Demolishing method statement should address the following:

- Scope of work
- Personnel involved
- Construction vehicle and plant involved
- Tools and equipment involved
- PPE requirements (Hard hats, ear protection, dust masks)
- Signage (demolition ahead and no unauthorised entry)
- Procedural steps
- Safe working procedures
- Training (scope of activity, risk assessment and DSTI)
- Waste management and housekeeping

43. PAM 2.4.12 Formwork and Support work for Structures

The Principal Contractor shall ensure that the provisions of section 12 of the Construction Regulations (February 2014) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has Specific goaln removed. Records of all inspections must be kept in a register on site.

44. PAM 2.4.13 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22). There must be competent lifting machinery and a tackle inspector must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
- The tower crane bases have Specific goaln approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

45. PAM 2.4.14 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, are fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Sub Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding. Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

46. PAM 2.4.15 General Machinery

The Principal Contractor and relevant Sub Contractors shall ensure compliance 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 who use machinery

47. PAM 2.4.16 Portable Electrical Tools and Explosive Powered Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall ensure the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times;
- PPE and clothing is provided and maintained;
- A register indicating the issue and return of all explosive rounds is kept;
- Ensure that the cartridges and explosive tool is lock up separately; and
- Signs are posted up in the areas where explosive powered tools are being used. (WARNING - EXPLOSIVE POWERED TOOL IN USE - KEEP CLEAR).

48. PAM 2.4.17 High Voltage Electrical Equipment

If there are overhead and underground high voltage electrical cables present on the site. These cables will be shown on the drawing and due care shall be taken when working or travelling in their vicinity.

49. PAM 2.4.18 Public and Site Visitor Health & Safety

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

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

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

50. PAM 2.4.19 Night Work

The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely. Night work to be carried out only if authorised is granted by the Consulting Engineer.

51. PAM 2.4.20 Transport of Workers

The Principal Contractor and other Sub Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

52. PAM 2.5 OCCUPATIONAL HEALTH

53. PAM 2.5.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure. Site-specific health risks are tabled in Annexure C (e.g. cement dust, wet cement, wood-dust, noise, etc.).

54. PAM 2.5.2 Welfare Facilities

The Principal Contractor must supply sufficient toilets (1 toilet per 30 workers). Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal Protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

55. PAM 2.5.3 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

56. PAM 2.5.4 Medical Fitness Certification

The contractor shall ensure that all employees undergo pre-medical and post - medical examinations and certified fit for duty as per legal requirements. Sufficient time needs to be allocated for these medicals to be done prior to work commencing on site. The cost of all medical (pre-employment, routine & exit) are to be allowed for by the Contractor in her / his price irrespective of whether the specific item is scheduled.

Failure to adhere to the said requirement shall result in the employees being removed from the construction project.

57. PAM 3 MEASUREMENT AND PAYMENT

58. PAM 3.1 PRINCIPLES

Tenderers (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main Tenderer) must ensure that they make adequate financial provision in their tenders for full compliance with the OHS Act, the Regulations thereto and this H&S specification. Financial provision shall therefore be made by each Tenderer for, inter alia, the following:

- Carrying out and documenting risk assessments of all work to be carried out under the contract.
- Preparation of safe work procedures.
- Preparation of an H&S plan, discussing it with the Client, and then amending it as agreed.
- Appointment of a competent, registered SACPCMP fulltime OHS Officer
- Medical examinations for all workers
- Preparation of a Project H&S File.
- Regular updating of all of the foregoing.
- Provision of PPE and protective clothing for employees
- Complying with all H&S requirements for the duration of the contract.
- Provision of welfare facilities
- The completion and checking of the safety file upon completion of the works and handing it over to the Client.

To enable the Client to appraise the allowances that Tenderers have made for H&S in their tenders, so that he/she can fulfil his/her obligations in terms of Clause 5 (g) of the Construction Regulations, separate items have Specific goaln included in the Bill of Quantities for Health and Safety.

Failure by a Tenderer to submit realistic prices for the scheduled H&S items may prejudice his tender.

ANNEXURE A (to H&S specification)

59. PAM 4 TASK COMPLETION FORM

The Principal Contractor and Sub Contractors must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.3.1	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	Before commencement on site
2.3.2	Competence of Responsible Persons	Client Requirement & OHS Act	Together with H&S plan
2.3.3	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with H&S plan
2.3.4	Occupational Health and Safety Policy	OHS Act	Together with H&S plan
2.3.5	Health and Safety Organogram	Client Requirement	Together with H&S plan
2.3.6	Initial Hazard Identification and Risk Assessment based on the Client's assessment	Construction Regulations.	Together with H&S plan
2.3.7	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
2.3.8	Fulltime Health and Safety Officer	Client Requirement & Construction Regulations	Together with H&S plan

60. PAM 5 ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS

The Principal Contractor shall make the following appointments according to the initial risk assessment: (further appointments could become necessary as project progresses)

Appointment	OHSA Reference	Requirement
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8.1	Duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance.
Fulltime Health & Safety Officer	CR 8.5	appoint a full-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site
Construction Work Supervisor	CR 8.7	Responsible for construction activities and ensuring occupational health and safety compliance on the construction site.
Subordinate Construction Work Supervisors	CR 8.8	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health & Safety Representative(s)	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents / accidents on site and could be: The employer H&S Representative Designated person Member of the H&S Committee
Risk assessment co-ordinator	CR 9	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall protection plan co-ordinator	CR 10	A competent person to prepare & amend the fall protection plan.

First Aiders	GSR 3	A qualified person to address all on site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting machine & equipment inspector	DMR 18	A competent person to inspect lifting machines equipment & tackle.
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding.
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & support work inspector	CR 12	A competent person to inspect formwork & support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work and ensure that approved safe working procedures. are followed at all times.
Appointment	OHS Reference	Requirement
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensures they are safe for use, keeping monthly record.
Stacking Supervisor	CR 28	A competent person to supervise all stacking and storage operations.
Explosive powered tools inspector/supervisor	CR 21	A competent person to inspect & clean the tool daily and controlling all operations thereof.
Fire-fighting equipment inspector	CR 29	A competent person to inspect fire-fighting equipment.

ANNEXURE C (to H&S specification)

61. PAM 6 OTHER REQUIREMENTS

The Principal Contractor shall comply but not be limited to the following requirements and shall report on these to the Client at progress meetings or at least monthly whichever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Internal Health & Safety Audit Reports	Monthly	Report covering: Incidents / accidents and investigations Non conformances by employees & contractors Internal & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. numbers	
Risk assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: Scaffolding Excavations Formwork & support work Explosive tools	
General Inspections	Monthly	Fire fighting equipment Portable electrical equipment Ladders Lifting equipment/slings	

List of contractors	List to be updated weekly	Table list, number of workers and Company tel. numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' workman's compensation proof of good standing.	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatories.	

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BILL OF QUANTITIES

ANNEXURE A

DRAWINGS

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